

# Utah Residential Lease Agreement

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the undersigned owner(s) or landlord(s) ("Landlord") and tenant(s) ("Tenant") hereby enter into this Lease Agreement ("Agreement") concerning the property ("Property") referenced below.

Property	Street Address				City		State		Zip	
Tenant	Names of all tenants who are obligated under this Agreement ("Tenant")									
Occupants	Names of any minors and other individuals authorized to occupy the Property ("Occupants")									
Tenant's Emergency Contact	Name			Email				Phone		
Landlord (or Landlord Representative)	Name			Email				Phone		
	Mailing Address			City		State		Zip		
	\$		\$		\$					
General Information	Monthly Rent (¶1.1)		Month-to-Month Fee (¶3)		Other Monthly Fees – Description:					
	Lease Start Date (¶3)			Lease End Date (¶3) (List Last Day of Month)			Number of Parked Cars Allowed (¶14)			

## Initial Payments

*(Due upon signing. Tenant shall not receive keys or possession of the Property until paid in full)*

\$	_____	Pro-Rated Rent from _____ to the end of the month (_____ days at \$_____ per day).
\$	_____	First Month's Rent
\$	_____	Security Deposit, of which the non-refundable portion is \$ _____
\$	_____	Misc: _____
\$	_____	Total Due

**AGENCY DISCLOSURE.** The Landlord has authorized \_\_\_\_\_, a licensed real estate agent, property management company, or brokerage, to act as its representative and agent ("Landlord Representative"). Landlord Representative, including its employees and representatives, are authorized to enter into this Agreement on behalf of Landlord and perform all actions permitted in this Agreement. Any authority granted to Landlord in this Agreement shall also be granted to Landlord Representative. The Landlord Representative may be modified or assigned by Landlord or Landlord Representative by providing written notice to Tenant. Landlord Representative only represents the Landlord and not the Tenant.

**1. RENT, LATE FEES, ETC.**

- 1.1 **Monthly Rent:** Monthly Rent is due in advance on or before the 1<sup>st</sup> day of every month by 5:00 p.m. All rent must be received, not just postmarked, by the due date. Landlord may require any payment to be via certified funds (cash, cashier's check or money order). Tenant's obligation to pay rent is separate and distinct from every other obligation in this Agreement. Landlord may issue a 3 day pay or quit notice for any unpaid amount under this Agreement as early as the 2<sup>nd</sup> day of the month.
- 1.2 **Late Fees:** Rent and/or other amounts owed under this Agreement which are not paid by 5:00 p.m. on the 5<sup>th</sup> day of the month are subject to a late fee equal to the greater of (1) \$75.00; or (2) 10% of all monthly rent. Late fees shall continue to accrue each month until **all** amounts due under this Agreement are paid in full.
- 1.3 **Returned Checks:** Tenant agrees to pay a \$20.00 charge plus Landlord's actual bank fees for any returned check.
- 1.4 **Application of Payments:** All payments accepted by Landlord shall be applied in the following order of priority: Security Deposit, damages, any other fees due under this Agreement, attorney fees, court costs, and lastly to rent.
- 1.5 **Rejecting Payment:** Landlord may reject any payments made by Tenant if: (1) it is a partial payment, (2) any eviction notices have been issued and not complied with, or (3) Landlord has requested payment via certified funds (cash, certified check or money order) and a payment made is NOT in the form of certified funds. Following service of any eviction notice, Tenant shall provide written notice to Landlord of any attempt to make any payment.
- 1.6 **Rent Increase:** Apart from the initial term of this Agreement, Landlord may increase Monthly Rent by providing at least 30 days prior written notice to Tenant.


- 1.7 **Additional Rent:** All amounts payable by Tenant under this Agreement, including interest, fees or penalties, and all damages and expenses which Landlord may incur by reason of any default of Tenant for failure to comply with the terms of this Agreement, shall be deemed additional rent and, in the event of non-payment by Tenant, Landlord shall have all rights and remedies which the Landlord has for non-payment of rent as stated in this Agreement.
  - 1.8 **Interest:** Any balance which remains unpaid for 30 days or any judgment entered against Tenant shall accrue interest at 24% per annum compounded monthly.
  - 1.9 **Rent or Other Amounts Due:** Landlord may serve Tenant with a 3 day pay or quit notice for any rent or other amounts due under this Agreement (including, but not limited to, late fees, Security Deposits, attorney fees, damages, etc.).
2. **SECURITY DEPOSIT**
- 2.1 Tenant agrees to pay a security deposit in the amount referenced above prior to taking possession of the Property.
  - 2.2 **Tenant shall NOT have the right to apply any portion of the security deposit toward rent or any other amount owing to Landlord.** Upon Tenant vacating the Property, the Security Deposit shall be applied in the following order: cleaning, repairs, any other amount owed under this Agreement, attorney fees and costs, and lastly to rent. If Landlord incurs any costs or fees based on Tenant's actions or breach of this Agreement, Landlord may use all or any portion of the Security Deposit to cover such fees. If any portion of the Security Deposit is used, Landlord may serve Tenant with a 3 day pay or quit eviction notice. If Tenant fails to replenish the Security Deposit in full within 3 business days, Tenant shall be subject to eviction and late fees of (1) \$75.00; or (2) 10% of the balance owed, whichever is greater.
  - 2.3 Landlord may commingle the deposit with other funds. Unless otherwise required by Utah State law, any interest earned on the deposit shall belong to the account owner holding the deposit.
  - 2.4 Tenant understands that a portion of the Security Deposit is **NON-REFUNDABLE**. Landlord will, within 30 days after the last day of occupancy, provide Tenant with an accounting of the Security Deposit funds. This 30 day period does not begin until all Tenants, guests, and occupants have vacated the Property. If Tenant fails to negotiate any check covering a refund of the deposit within 6 months, Landlord may retain the remaining Security Deposit.
  - 2.5 Any Security Deposit refund is based upon, but not limited to, the following:
    - 2.5.1 all keys and, if applicable, garage door remotes are returned to Landlord;
    - 2.5.2 all terms and conditions of this Agreement are fully performed and satisfied, including the requirement that Tenant and all individuals have vacated the Property and possession is returned to Landlord;
    - 2.5.3 all rent, late fees, utility charges and all other Tenant charges are paid in full and Tenant providing Landlord with receipts or proof of payment of all final utility charges;
    - 2.5.4 there are no damages to the Property or furnishings beyond reasonable wear and tear. Tenant is responsible for damages caused by the actions of Tenant, Tenant's family, relatives, invitees, intruders or guests. Burns, stains, holes, tears, or damage of any size or kind in any flooring, carpeting, blinds, draperies or walls, among other items are considered damages and are not reasonable wear and tear;
    - 2.5.5 the Property (including but not limited to the dwelling's interior and exterior, all appliances, walls, fixtures, yard, weed removal, carport, garage, etc.) is thoroughly cleaned and all of Tenant's personal property and debris are removed from the Property; and
    - 2.5.6 Tenant providing Landlord with a forwarding address immediately upon vacating the Property.
  - 2.6 Tenant will be charged \$50.00 for each key or garage door remote not returned within 24 hours of vacating the Property.
  - 2.7 If Tenant breaches any portion of this Agreement, including Tenant vacating prior to the completion of this Agreement or by failing to provide Landlord with a written 30 day written notice to vacate, Tenant understands the security deposit will be retained by Landlord as liquidated damages.
  - 2.8 In the event of any change in Property ownership or management, Landlord shall only be responsible to transfer the security deposit to the new owner or manager and shall not be responsible to return the security deposit to Tenant.
3. **TERM** This Agreement shall begin on the Lease Start Date and shall continue through the Lease End Date. This Agreement will then automatically renew on a month-to-month basis and any applicable Month-to-Month Fee shall be due along with monthly rent. Either party may terminate this Agreement by providing written notice at least 30 days prior to the termination date. For any month-to-month period of this Agreement, such monthly period shall begin on the 1<sup>st</sup> of each month and continues until the last day of each month. **Except for a breach or other circumstance allowed under this Agreement or Utah law, this Agreement may only terminate on the last day of a month.** Rent is paid on a MONTHLY basis. No rent will be prorated or refunded. If Tenant gives less than a 30 day written notice or if Tenant gives notice that Tenant will be leaving on any day other than the last day of the month, rent for the entire month is due.
- 3.1 **Early Vacate.** If Tenant does not fully perform the entire term required by this Agreement, Tenant agrees to pay Landlord **the greater of:** (1) an early termination fee in the amount of 3 months of rent; or (2) the actual lost rents through the remaining term of this Agreement as well as costs and damages incurred by Landlord (which may include, but shall not be limited to, property management fees, attorney fees, collection agency fees, re-renting costs such as advertising, background checks and/or any other costs related to re-renting the Property).

4. **USE** Only Tenant and Occupants listed on Page 1 may reside in the Property. The Property shall be used strictly as a residence and shall not be used for any business (including any home-based business) or immoral purpose.
  - 4.1 Tenant agrees individuals shall not stay over 7 days in any 90 day period without the express written consent of Landlord which consent may be withheld in Landlord's sole discretion. Tenant agrees to pay an occupancy fee of \$\_\_\_\_\_ per day for each person violating Section 4, beginning the day any person first occupied the Property.
  - 4.2 Tenant shall not have on the Property any liquid furniture, anything illegal or of a dangerous, flammable or explosive nature that may cause damage or increase the danger of fire or that may be considered hazardous by Landlord or Landlord's insurance company (including, but not limited to, candles, unattended curling/flat irons, hotplates, etc.).
  - 4.3 Tenant acknowledges a breach of Section 4 constitutes an immediate, material and incurable breach of this Agreement, as well as a nuisance pursuant to Utah law, allowing Landlord to commence unlawful detainer or eviction proceedings by providing Tenant with a 3 day notice to vacate without any opportunity to cure.
5. **POSSESSION** Landlord does not guarantee a specific occupancy date for the Property. Landlord will only charge rent from the date on which possession of the Property is available to Tenant. Tenant agrees to release and hold Landlord harmless for any damages incurred by Tenant if the Property is not available. Unless otherwise agreed, Tenant shall not be liable for any rent until Landlord delivers possession of the Property to Tenant. Landlord or Tenant may terminate this Agreement if possession is not delivered within 15 days of the Lease Start Date.
6. **INCAPACITATION OR DEATH** If Tenant is deceased or becomes incapacitated for longer than 30 days, Landlord may elect to declare the Property abandoned and immediately terminate this Agreement. Landlord may grant access to the Property to Tenant's Emergency Contact or other fiduciary of Tenant (i.e. power of attorney, will, trust, etc.) in order to remove Tenant's personal property. Landlord shall be released from liability of any claims for any actions of Tenant's Emergency Contact or other fiduciary of Tenant. Tenant shall not be released from any obligations under this Agreement.
7. **RIGHT OF ENTRY FOR INSPECTION** Landlord may enter the Property as outlined under Utah law or under the provisions of this Agreement.
  - 7.1 Landlord or any third party requested by Landlord may enter the Property by using a duplicate key or locksmith during reasonable hours (8:00 AM to 8:00 PM) with or without the consent of or notice to Tenant for the purpose of inspecting the Property, making necessary or agreed repairs, decoration, alterations or improvements, supplying necessary or agreed services, or exhibiting the dwelling to prospective or actual purchasers, tenants, appraisers, insurance agents, workmen, contractors, or other Landlord representatives.
  - 7.2 Tenant shall first notify Landlord, in writing, if Tenant intends to perform any inspection or testing on or near the Property. Tenant shall immediately, without request, provide Landlord with a copy of any communications, reports, or results related to any inspection or testing.
8. **HOA FEES AND RULES** If applicable, Tenant is responsible for payment of all home-owner's association ("HOA") fees and other related charges. Tenant understands that these charges may fluctuate during the term of this Agreement. These charges may include, but are not limited to, utilities, snow plowing, assessments, monthly dues, late fees, road maintenance, and other fees imposed by the HOA. Unless otherwise agreed in writing by Landlord, Tenant shall pay all fees directly to the HOA. If Tenant receives any communication from the HOA, Tenant agrees to provide copies of all communications to Landlord within 24 hours. Tenant agrees to comply with any current or future rules or regulations imposed by any HOA.
9. **ASSIGNMENT OR SUBLETTING** Tenant shall not assign this Agreement or sublet any portion of the Property without first receiving prior written consent from Landlord which consent may be withheld in Landlord's sole discretion. Participation in or advertising on any "Couch Surfing" (i.e. temporary or short-term housing, Airbnb, etc.) or other similar arrangements with or without compensation are strictly prohibited. Tenant is prohibited from allowing any individual not a Tenant on the Agreement from staying overnight without first obtaining written permission from Landlord and fully disclosing the length of the proposed stay and the nature of the relationship between the Tenant and the individual. Landlord may freely assign this Agreement.
10. **ORDINANCES AND STATUTES** Tenant shall comply with all statutes, rules, CC&Rs, ordinances and requirements of all municipal, city, county, state and federal authorities now in force, or which may hereafter be in force pertaining to the Property. Tenant acknowledges a breach of this Section constitutes an immediate, material and incurable breach of this Agreement as well as a nuisance pursuant to Utah law allowing Landlord to commence unlawful detainer or eviction proceedings by providing Tenant with a 3 day notice to vacate without any opportunity to cure.
11. **SALE OR TRANSFER** Tenant understands the Property may be offered For Sale. Tenant agrees to: (1) allow the Landlord or Real Estate Agents to show the Property upon reasonable notice (24 hours shall be considered reasonable notice); (2) allow pictures to be taken of the exterior and all interior rooms of the Property, (3) upon the sale, transfer or assignment of the Property or this Agreement, Landlord shall transfer any security deposit being held to the new Owner/Landlord, transferee or assignee; and (4) Tenant agrees to be a tenant of the new Owner/Landlord, transferee or assignee based on the terms and conditions of this Agreement. Following such sale, transfer or assignment, Tenant agrees to release Landlord from all liability pertaining to this Agreement and from returning any security deposit to Tenant. If the Property is offered for sale, placed under contract to be sold, or actually sold or transferred, Landlord or any subsequent owner may terminate this Agreement by providing Tenant with a minimum of 45 calendar days written notice. If the Agreement is terminated as stated in this paragraph, Tenant understands this termination may occur on a day other than the end of the month.

12. **UTILITIES** Unless otherwise agreed to in writing, Landlord shall not be responsible for any utilities on the Property. Tenant shall be solely responsible for all utility charges (which may include a deposit and/or connection fee to the utility providers). The term "Utilities" shall include, but is not limited to, water, gas, power/electricity, internet, sewer, garbage, cable/satellite services, and telephone services used by or supplied to Tenant or the Property during the term of this Agreement. Tenant shall timely pay for all utilities or other services provided to the Property or Tenant shall be in breach of this Agreement. Tenant agrees to maintain utility services, including gas and electrical service, etc., in order to protect the Property from damage. **Tenant shall not terminate or discontinue any utility services without prior written notice to Landlord.** Tenant agrees to maintain a minimum of 60° inside the Property at all times to prevent water lines from freezing. Utilities shall be used for ordinary household purposes only. Utility services are subject to interruption due to accident, maintenance, improvements, repairs and/or emergencies. Landlord is not liable for any interruption or temporary termination of any utility services.
- 12.1 Some utilities may have been left on for Tenant's convenience. Landlord may terminate any utilities presently in Landlord's name within 1 business day of possession being granted to Tenant, which may result in utilities to the Property being shut off. To ensure continuation of utility services, Tenant agrees to contact all utility services and transfer those services into Tenant's name **prior to receiving keys and Tenant being granted occupancy of the Property.** If utilities are not transferred into Tenant's name within 24 hours of occupancy, Tenant agrees to pay Landlord, a utility transfer fee of \$\_\_\_\_\_ per day **for each utility not transferred** plus the actual utility charges incurred by Landlord until utilities are transferred into Tenant's name.
- 12.2 Landlord's written consent is required prior to installing any internal or external wires, devices or satellite dishes.
13. **MAINTENANCE, REPAIRS OR ALTERATION**
- 13.1 Tenant shall not modify, improve or repair the Property without first receiving the express written consent of Landlord. Any modifications, improvements or repairs made by Tenant shall become attached as a fixture to the Property and shall remain with the Property without any payment or compensation to Tenant.
- 13.2 Tenant shall at all times and at Tenant's expense maintain the Property in a clean and sanitary manner free from clutter including all equipment, appliances, furniture and furnishings therein. Tenant shall surrender the Property after cleaning (walls, windows, light fixtures, blinds, appliances, plumbing, plumbing fixtures, cupboards, flooring, behind and under appliances, etc.) so the Property is ready for occupancy. This shall include paying for and replacing all furnace filters, burned out light bulbs and batteries for any smoke and/or carbon monoxide detectors if present in the Property. All such items shall remain in the Property when Tenant vacates.
- 13.3 Tenant agrees to immediately report any damage to or defect in the Property to Landlord in writing. If it is determined any repairs are required due to the actions or negligence of Tenant or any company hired by Tenant, Tenant agrees to pay the costs, labor and materials, associated with the repairs. The cost of any purchase made, repair, or services ordered by Tenant which were not authorized in writing by Landlord will be Tenant's sole responsibility. Tenant shall not hire or allow any third party to perform work on the Property without Landlord's prior written approval. Tenant may not reduce any rent payments, or any amount owed to Landlord, to cover costs of any work ordered or materials purchased by Tenant without Landlord's prior written approval. Tenant agrees to immediately reimburse Landlord for all damages and/or costs caused by Tenant upon written notice to Tenant. If Landlord is not paid in full within 3 business days, late fees equal to the greater of (1) \$75.00; or (2) 10% of the balance owed will be charged beginning the 4<sup>th</sup> business day after written notice and shall continue each month thereafter until all amounts owed by Tenant are paid in full.
- 13.4 Other than vacuuming, Tenant **SHALL NOT** clean any carpeting in the Property (including the use of any rented carpet cleaning machines or similar cleaning equipment) without Landlord's prior written consent. Carpet cleaning is to be done by a licensed and insured professional cleaning company designated in writing by Landlord.
- 13.5 Tenant shall not paint, wallpaper, redecorate, or otherwise make alterations or repairs to the Property (permanent or temporary) without the prior written consent of Landlord. When hanging pictures or decorations, Tenant shall use the smallest device possible and not to exceed 1/8 inch in diameter. Tenant must first receive Landlord's written consent prior to hanging any large or heavy objects, including mirrors, pictures, wall decorations, etc. Unless Landlord provides prior written consent, Tenant **SHALL NOT** repair, attempt to repair or paint anything in the Property including, but not limited to, any holes, nail holes, scratches, etc., in any of the painted surfaces of the dwelling. If Tenant violates Section 13 of this Agreement, Tenant agrees to: (1) immediately pay Landlord a fine of \$\_\_\_\_\_; and (2) pay for the costs, both labor and materials, to paint and/or repair the entire room/area where painting and/or repairs were performed.
- 13.6 If the Property has a yard or garden, Tenant shall irrigate and maintain all surrounding grounds, including sprinkling system, landscaping, lawns and shrubbery and keep the same clear of rubbish and weeds. Tenant shall also winterize sprinkling systems and evaporative coolers. Tenant shall keep all hoses removed from all exterior faucets during cold weather. Tenant agrees to be responsible for snow and ice removal at the Property including driveways and sidewalks. In the event Tenant fails to perform these obligations, Tenant shall immediately pay for any costs incurred by Landlord.
- 13.7 Tenant agrees the current locks and latches are acceptable. Tenant shall not use Tenant's own locks or any other device on the Property which prevents Landlord's entry. However, Tenant may request that the Landlord re-key the locks so long as (1) Tenant pays Landlord a re-keying fee of \$25.00, and (2) Tenant pre-pays for the actual costs of doing so.
- 13.8 If Tenant is locked out of the Property and requires Landlord's assistance to regain entry, Tenant agrees to pay Landlord the greater of: (1) a \$25.00 lockout fee; or (2) the actual costs of a locksmith.
- 13.9 Landlord may refuse to correct or remedy any condition caused by the Tenant or Tenant's family, guests, intruders or invitees for inappropriate use or misuse of the Property.

14. **ON-SITE PARKING** Tenant shall be limited to parking only passenger vehicles on the Property which are referenced in Parked Cars Allowed (including vehicles belonging to Tenant's guests). Vehicles on the Property shall not be noisy, unsightly, dangerous, improperly insured, inoperable, unlicensed, or leak oil or any substance. Tenant is prohibited from parking or storing any other vehicle, trailer, machine or equipment on the Property. Landlord shall be permitted to have towed and stored, at Tenant's expense, any vehicle which violates this Section. Tenant shall not disassemble or repair any vehicle (including changing oil) on the Property. Violation of this Section shall require Tenant to pay **the greater of** (1) a fine of \$\_\_\_\_\_ per violation per day; or (2) the actual damages caused by Tenant. Any moving truck or trailer that is driven or parked on any grass or landscaping is also subject to a fine of **the greater of** (1) \$\_\_\_\_\_ per violation per day; or (2) the actual damages caused by Tenant.
15. **PROPERTY CONDITION AND CHECKLIST** Tenant has had an opportunity to conduct a walkthrough inspection of the Property and Tenant accepts the Property's present "AS-IS" condition. No credits or allowances of any kind will be provided to Tenant and Tenant agrees none have been promised to Tenant. Tenant will provide Landlord with a signed and written statement ("Property Checklist") within 7 calendar days of taking possession of the Property indicating Tenant's observations as to the condition of the Property. Tenant's failure to provide a Property Checklist is an acknowledgment the Property is in good repair and acceptable to Tenant. No representations as to the condition or repair of the Property have been made by Landlord prior to or at the execution of this Agreement that are not herein expressed.
16. **INSURANCE AND LIABILITY** Tenant shall obtain and pay for any insurance coverage Tenant deems necessary to protect Tenant and Tenant's property, including all personal property, as to which the risk of loss shall be borne by Tenant. Landlord shall be listed as an additional insured on Tenant's policy. Tenant shall be responsible to Landlord for all costs of repairs or damages as stated herein regardless of Landlord's insurance. Unless caused by gross negligence, Landlord (including Landlord Representative, agents, officers, directors, employees, representatives, affiliates, and contractors) shall bear no liability and shall not be responsible for losses to Tenant's person or personal property. This includes costs incurred by Tenant if the Property becomes uninhabitable due to Tenant's breach of this Agreement, theft, burglary, assault, vandalism, fire/explosion, carbon monoxide, Smoke, rain, hail, snow, ice, water or moisture overflow/leakage (including the growth or proliferation of mold, mildew or any microscopic organisms), structural defects, toxins or contaminants from other tenants, acts of God, or any other crimes or causes. Tenant's omission to obtain and maintain insurance shall constitute a complete waiver of any right Tenant may have to seek damages against Landlord for injury or losses to Tenant, Tenant's family, invitees, guests or Tenant's personal property.
17. **INDEMNIFICATION** Tenant shall indemnify, defend and hold Landlord harmless from and against all expense (including attorney fees and costs), liability and claim for any damage or loss to Tenant's property or injury to Tenant or any other person occurring on the Property. Tenant agrees to hold Landlord harmless for any claims from damages no matter how caused, including services or requests made by Tenant not expressly addressed by this Agreement.
18. **PEACEFUL ENJOYMENT** Tenant acknowledges there may be neighbors and/or others adjacent to the Property or sharing the same building. Tenant shall not disturb, harass or interfere with the peaceful enjoyment of the Property by Landlord, other tenants, guests and/or neighbors. This includes, but is not limited to, Landlord receiving complaints of noise, parties, or any disturbance of the other tenants and/or neighbors. Tenant acknowledges a breach of this Section constitutes an immediate, material and incurable breach of this Agreement which cannot be brought into compliance as well as a nuisance pursuant to Utah law allowing Landlord to commence unlawful detainer or eviction proceedings by providing Tenant with a 3 day notice to vacate without any opportunity to cure.
19. **DEFAULT** Any failure by Tenant to pay rent or other amount owed when due, or perform any term herein, shall be a default of this Agreement and shall, at the option of Landlord, terminate all rights of Tenant hereunder. In the event of default by Tenant, Landlord may still recover from Tenant all damages incurred by reason of Tenant's breach, including the costs of recovering the Property, rent and charges, etc., through the remainder of this Agreement.
- 19.1 If Landlord serves Tenant notice related to any default or abandonment, Tenant agrees to pay (1) attorney fees incurred, and (2) the greater of a \$50.00 service fee or the actual costs of service for each trip to serve notice.
- 19.2 In the event of Tenant's default, Landlord may elect to:
- 19.2.1 pursue an unlawful detainer or eviction action as outlined in Utah Code Ann. § 78B-6-801 *et. seq.*, and/or
- 19.2.2 continue the Agreement and enforce all Landlord's rights and remedies hereunder, including the right to receive the rent and other charges as they become due, and/or
- 19.2.3 at any time, terminate all of Tenant's rights hereunder and recover from Tenant all damages Landlord may incur by reason of Tenant's breach of this Agreement, including the cost of recovering the Property.
- 19.3 Landlord shall not be in breach of this Agreement unless: (1) Landlord is in actual breach of this Agreement, (2) Tenant provides written notice to the Landlord outlining the claims of breach based on the terms of this Agreement and/or applicable Utah law, and (3) Landlord fails to cure such breach within a reasonable time. The notice of breach shall be served in the same manner as eviction notices as required by Utah Code Ann. §78B-6-805.
20. **ADDITIONAL TAXES, FEES OR ASSESSMENTS** If any local, state or federal government imposes any tax, fee or assessment on Landlord, the Property, or this Agreement which directly relates to the Property (i.e. new or increased taxes, zoning violations, fines, emergency service fees, increased utilities, etc.), Landlord may increase monthly rent in an amount equal to the pro-rata increase imposed by providing Tenant with a 30 day written notice that the monthly rent will increase.

21. **LIEN** Tenant grants to Landlord a security interest in any and all personal property which is located on the Property. This shall include all personal property in or on the Property, storage areas, parking lots, or common areas. Landlord shall have the right to retain such property and utilize it to satisfy any monies due under this Agreement. Landlord may inspect the Property at 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 7 days written notice to the last known address of Tenant. Tenant agrees that notice shall be mailed to Tenant's last known address at least 7 days prior to the sale. In lieu of a public auction, Landlord may elect to sell items privately, via online classified service, or through other methods of sale. This security interest shall be deemed effective against all personal property in or on the Property and shall be in addition to any statutory lien rights belonging to Landlord.
22. **ABANDONMENT** Tenant shall be found to have abandoned the Property based upon the laws of the State of Utah or if any utilities are terminated or remain off for more than 48 hours, or 10 hours in colder months (November to April). If Landlord is concerned the Property may be abandoned or if Landlord deems the security of the Property may have been compromised, Landlord may secure the Property and provide Tenant with a key to the Property upon Tenant's request. This Section includes, but is not limited to, abandonment, death, incarceration or hospitalization of Tenant, and/or usage of the Property by non-residents.
23. **SMOKING** Unless otherwise agreed to in writing by Landlord, smoking, including the existence of cigarette butts, e-cigarettes, vaping or similar products (collectively "Smoke"), is strictly prohibited **in any form and by any person** (Tenant or Tenant's family, relatives, invitees, intruders, guests, etc.) in or around the Property. Tenant acknowledges that Smoke damages the Property by getting in the carpeting and paint and also disturbs other tenants and neighbors. Tenant acknowledges a breach of this Section constitutes an immediate, material and incurable breach of this Agreement which cannot be brought into compliance as well as a nuisance pursuant to Utah law allowing Landlord to commence unlawful detainer or eviction proceedings by providing Tenant with a 3 day notice to vacate without any opportunity to cure. Upon Tenant's violation of this provision of this Agreement, Tenant further agrees:
- 23.1 to immediately pay Landlord a fine of (1) \$\_\_\_\_\_ per violation; and (2) an additional \$\_\_\_\_\_ per day until Tenant vacates the Property; **and**
- 23.2 to immediately pay for all costs, both labor and materials, due to Smoke on the Property, including but not limited to, the painting of ALL walls and ceilings, the replacement of ALL flooring including ALL carpeting and pad **in the entire dwelling** and the replacement of ALL burned items, including but not limited to, all floor coverings, fixtures, counter tops, etc.; **and**
- 23.3 that Landlord may pursue an unlawful detainer or eviction action against Tenant.
24. **ANIMALS** Unless specifically approved in writing by Landlord or as required by law, no animals of any kind shall be brought, fed or allowed on or around the Property, even temporarily. Tenant assumes all liability and agrees to be responsible for all damages and/or injuries relating to any animals on the Property. Tenant acknowledges a breach of this Section constitutes an immediate, material and incurable breach of this Agreement which cannot be brought into compliance as well as a nuisance pursuant to Utah law allowing Landlord to commence unlawful detainer or eviction proceedings by providing Tenant with a 3 day notice to vacate without any opportunity to cure. Upon Tenant's violation of this provision of this Agreement, Tenant further agrees:
- 24.1 to immediately pay Landlord (1) a refundable deposit of \$\_\_\_\_\_ per animal, (2) a fine of \$\_\_\_\_\_ per animal; and (3) an additional \$\_\_\_\_\_ per day until Tenant vacates the Property; **and**
- 24.2 to be responsible for the cost, both labor and materials, of cleaning or repairing any damages caused by any animal, which may include replacing ALL carpeting and pad in the Property; **and**
- 24.3 that Landlord may pursue an unlawful detainer action against Tenant.
25. **INFESTATION** Tenant affirmatively states that no personal property or other items which Tenant has or will bring onto the Property have been exposed to or infested with pests (including but is not limited to mice, bed bugs, cockroaches, moths, etc.). Within 24 hours of first observation, Tenant shall report any such pests to Landlord. Whether intentional, unintentional, accidental, or through negligence, Tenant assumes all responsibility to prepay for any and all costs related to extermination, removal, cleanup and control of any pests brought to the Property by Tenant or Tenant's family, invitees, occupants or guests, in Tenant's unit, in any adjoining units or adjoining buildings. Upon written request of Landlord, Tenant agrees to immediately prepay for any such costs or expenses prior to Landlord ordering any services. Tenant shall indemnify, defend and hold Landlord harmless from and against all expense, liability and claim for any damage or loss to Tenant's property or injury to Tenant or any other person relating to pests or their extermination, cleanup or control at the Property regardless of their source.
26. **CRIMINAL ACTS AND DRUG USE** It is a non-curable breach of this Agreement if: (1) Tenant, Occupant, Tenant's relatives, invitees, intruders, occupants or guests commit any criminal act **on the Property**, including, but not limited to, possession or use of illegal drugs or drug paraphernalia, or (2) Tenant or any Occupant commit any criminal act **on or off the Property**. The standard of proof related to any criminal acts shall be by a preponderance of the evidence. Unless required by law, proof of any criminal act does not require any conviction. Tenant warrants that Tenant and/or Occupants are currently not, and will not at any time in the future, be registered or listed on any sex offender registry or list for any government entity. Tenant acknowledges a breach of this Section constitutes an immediate, material and incurable breach of this Agreement which cannot be brought into compliance as well as a nuisance pursuant to Utah law allowing Landlord to commence unlawful detainer or eviction action by providing Tenant with a 3 day notice to vacate without any opportunity to cure.

27. **DISCRIMINATION AND DISABILITIES** Landlord is an Equal Housing Opportunity Provider and Landlord's properties are available to all persons regardless of protected class (i.e. race, color, religion, sex, familial status, disability, national origin, source of income, sexual orientation, or gender identity). All persons will be treated fairly and equally without regard to protected class. Landlord agrees to provide reasonable accommodations as required by state or federal statute. In order to allow Landlord the ability to evaluate and comply with any lawful request, Tenant shall notify Landlord (preferably in writing) of any such accommodation request and, if necessary, supply Landlord with documentation supporting such request. Assistance animals (whether for service or support) must be approved prior to any animal entering the Property.
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28. **RESTRICTED OR ELIMINATED ACCESS** If any act of God or governmental/regulatory action, including but not limited to, eminent domain, condemnation or if access to the Property is restricted or eliminated due to any government and/or regulatory action, Landlord shall not be liable for any damages to Tenant including housing authority or alternate housing, damage to or replacement of personal property and any other consequential damage. Such actions may include but are not limited to actions by any entity, governmental or regulatory agency, city, county or state zoning departments, governments, fire departments, law enforcement, and county or state health departments. If any such actions occur, Tenant's obligations to pay rent shall cease effective the date Property access is eliminated unless the Tenant is responsible for the eliminated or restricted access due to the actions of Tenant, Occupants, Tenant's family, invitees, intruders, or guests. If this Agreement is terminated under this Section, Tenant shall immediately vacate the Property at Tenant's expense.
29. **SUBORDINATION** This Agreement is subordinate to any existing or subsequent mortgages, whether such mortgage is currently recorded or recorded in the future. Tenant SHALL NOT record this Agreement at any county recorder's office.
30. **SEVERABILITY** If any term, provision, covenant or restriction of this Agreement is held to be invalid, void or unenforceable, that provision shall be deemed severed from this Agreement with the remainder of the terms of this Agreement continuing in full force and effect and shall in no way be affected, impaired or invalidated.
31. **WAIVER** The failure or delay of Landlord to enforce any term hereof SHALL NOT be deemed a waiver of future enforcement of any provision of this Agreement, nor shall any acceptance of a partial payment of rent be deemed a waiver of Landlord's right to the full amount thereof. Under no circumstances shall Landlord's acceptance of a partial payment constitute accord and satisfaction, nor will Landlord's acceptance of a partial payment forfeit Landlord's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check. Landlord may, but is not required to, accept any partial payment with any conditional endorsement without prejudice to Landlord's right to recover the balance remaining due, or to pursue any other remedy available under this Agreement.
32. **REMEDIES** Any remedy available to Landlord or Tenant stated in this Agreement is not exclusive and is not restricted solely to the remedies stated herein. The parties may pursue any other remedy available pursuant to applicable law.
33. **ATTORNEY FEES AND COLLECTION COSTS** In the event of legal action taken by either party related to this Agreement or the statutory obligations of the parties (including any complaints related to fair housing laws), the prevailing party shall recover all of its costs and expenses incurred, including reasonable attorney fees, from the time the prevailing party first consults an attorney in enforcing or interpreting this Agreement, or otherwise resulting from a breach, whether or not legal actions are filed with any court. Tenant further agrees to pay any and all additional collection agency fees and/or commissions, which might be as much as 40% of the principal balance due, as well as attorney fees and court costs. This provision shall survive termination of the Agreement unless expressly terminated by a subsequent written agreement.
34. **JURY WAIVER**. Tenant agrees that any dispute or lawsuit between the parties shall be heard by a judge. Tenant waives any ability to request a jury with any dispute related to this Agreement or with Landlord.
35. **FORUM SELECTION** Landlord and Tenant agree if any dispute is submitted to a court for resolution, the laws of the State of Utah shall apply and such legal proceeding shall take place in the county in which the Property is located.
36. **SUCCESSORS AND ASSIGNS** This Agreement and every provision hereof shall bind, apply to and run in favor of Landlord and Tenant, including any heirs, personal representatives, successors, or assigns.
37. **MULTIPLE OCCUPANCY / JOINT AND SEVERAL LIABILITY** Each signatory below agrees to be jointly and severally liable to perform under this Agreement, even if any signatory vacates the Property. In the event of default by any signatory, each remaining signatory shall be responsible for the timely performance of this Agreement.
38. **ELECTRONIC TRANSMISSION AND COUNTERPARTS** The electronic transmission (via email, fax, etc.) of a signed copy of this Agreement and/or any addenda shall be the same as delivery of an original. If this Agreement involves multiple Tenants or Landlords, this Agreement and any addenda may be executed in counterparts.
39. **CHANGES AND NOTICES** Except for notices where service in a specific manner is required by statute (i.e. eviction notices, notices under the Utah Fit Premises Act, etc.), any notice may be given by hand-delivery, posting, emailing, or mailing the same to Tenant at the Property, at the address shown herein or at such other places as may be designated in writing by the parties from time to time. Landlord is not responsible to assure Tenant's receipt of any notice. Tenant agrees to notify Landlord of any changes in email addresses or phone numbers within 3 days of any such change.
40. **CONSTRUCTION OF AGREEMENT** Words of gender used in this Agreement shall be held to include any other gender and words in the singular shall be held to include the plural when the context requires.

41. **TIME** Time is of the essence in this Agreement.
42. **FALSE INFORMATION** Tenant warrants the information contained in this Agreement, in Tenant's rental application or any other information or documents (including emails, texts, etc.) provided by Tenant to Landlord are true, accurate and complete. Tenant further states that Tenant has fully disclosed to Landlord in writing any pertinent information, including but not limited to pending criminal charges and/or criminal convictions, prior evictions, and/or prior bankruptcy filings of any Tenant and/or occupant. Tenant acknowledges a breach of this Section constitutes an immediate, material and incurable breach of this Agreement which cannot be brought into compliance allowing Landlord to commence unlawful detainer or eviction proceedings by providing Tenant with a 3 day notice to vacate without any opportunity to cure.
43. **DISCLOSURE OF INFORMATION** Tenant authorizes Landlord to disclose information regarding Tenant or the performance of this Agreement, including references, credit history, and criminal background, to third-parties, including, but not limited to, future landlords and mortgage lenders.
44. **DISPUTES** Both parties agree that all disputes and complaints shall be resolved privately and confidentially between Tenant and Landlord, or individually through the courts or collections and further agree to refrain from making degrading or defamatory statements orally or in writing about any other party and the representatives, partners, or agents of the parties.
45. **ADDITIONAL TERMS** The following additional terms are a part of this Agreement:

46. **ENTIRE AGREEMENT** This Agreement, any Rental Applications, along with the exhibits listed in this Section, contain the entire agreement between the parties hereto and supersedes any and all prior written and/or oral agreements. No oral agreements or promises have been made, nor shall any oral agreements or promises be allowed between the parties. This Agreement MAY NOT be altered or modified, in whole or in part, unless the alteration or modification is in writing and signed by all parties hereto. Tenant acknowledges the exhibits checked below are part of this Agreement. Tenant has received or waived any right to receive a copy of this Agreement and these exhibits:
- Addendum #1 (addressing additional terms of this Agreement)
  - Co-Signer and Rental Guarantee Agreement
  - HOA Covenants, Conditions & Restrictions (Landlord shall provide copies upon Tenant's written request)
  - Asbestos Disclosure (recommended for pre-1981 properties)
  - Lead Paint Disclosure & Pamphlet (required for pre-1978 properties). These documents are found at:  
[www.epa.gov/lead/protect-your-family-lead-your-home](http://www.epa.gov/lead/protect-your-family-lead-your-home) & [www.epa.gov/sites/production/files/documents/lesr\\_eng.pdf](http://www.epa.gov/sites/production/files/documents/lesr_eng.pdf)
  - Other: \_\_\_\_\_
  - Other: \_\_\_\_\_

47. **SIGNATURES** The parties acknowledge their intent to be bound by the terms stated in this Agreement.

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

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 Phone: 801-610-9879. Email: [info@utahevictionlaw.com](mailto:info@utahevictionlaw.com). Visit [www.utahevictionlaw.com](http://www.utahevictionlaw.com) for more landlord forms.*