

ASPEN MEADOW APARTMENTS LEASE AGREEMENT

This agreement is made and entered into this _____ day of _____, 20____ by
and between Aspen Meadow Apartments, hereinafter called Landlord or Management and
_____, hereinafter called Tenant(s).

The undersigned parties do hereby acknowledge, certify and agree as follows:

- 1. PREMISES:** Landlord agrees to lease to Tenant premises located at 165 No College Way, Cedar City, Utah, Unit #_____, which is a 3 bedroom, 2 bath apartment with parking and common laundry facilities available. This lease is for a Private _____ Shared _____ Furnished _____ Unfurnished _____ room accommodation.
- 2. RENT:** Lease shall commence on the _____ day of _____, 20____. Rent will be prorated if Tenant moves into the unit prior to the beginning of the lease date. Rent for the property shall be \$_____ per month or \$_____ per semester, payable in advance upon the **first day** of each calendar month or semester period.
- 3. LEASE TERM:** This lease shall be in effect from _____ to _____, and may be extended or renewed by a new/subsequent agreement signed by both Landlord and Tenant prior to the expiration of this lease.
- 4. DELIVERY OF RENT:** Rent shall be hand-delivered to the on-site Property Manager in unit # 1 or mailed to Aspen Meadow Apartments # 1, 165 No College Way, Cedar City, Utah 84720. All payments are due in the managers' hand on the first day and are delinquent on the fifth day of every month _____ semester _____. Personal checks, money orders or cashier checks are acceptable forms of payment. **CASH IS NOT AN ACCEPTABLE FORM OF PAYMENT.** Use at own risk
- 5. LATE CHARGES:** If Tenant fails to pay the rent in full before 6:00 PM on the fifth day of the month _____ semester _____, Tenant shall pay \$8.00/day for each additional day after the fifth that the rent remains unpaid. Tenant will pay an additional 10% of monthly rent as a fee if the total rent plus earned late fees are not paid by 6:00 PM on the tenth day of delinquency.
- 6. RETURNED CHECK AND OTHER BANK CHARGES:** For any check offered by Tenant to Landlord in payment of rent or other fees due under this agreement that is returned for lack of sufficient funds, 'stop payments' or any other reason, Tenant shall pay Landlord a \$25.00 returned check fee. In addition, Tenant will be subject to Late Charge structure set forth in paragraph 5 above.
- 7. UTILITIES:** Landlord will provide and pay for water, sewer, trash removal, cable TV and wireless high-speed internet. Tenants are responsible to pay all charges for gas, electricity and telephone including connect and/or disconnect fees.

- 8. NUMBER OF TENANTS PER UNIT:** The premises are to be used exclusively for residential purposes and Tenant agrees to not permit their room to be occupied by more than _____ individual(s) without the written consent of Landlord.
- 9. SALE OF CONTRACT:** Tenants may sell their contract to another party but only with Aspen Meadow management approval and involvement. Any contract sale done without Aspen Meadow written approval is null and void with the original contract remaining in full force. The new Tenant must sign a new contract with Landlord and pay their new Security Deposit directly to Landlord. Old Tenant must complete Check-Out Procedure. Landlord shall charge a \$50 administrative fee for the sale of a contract.
- 10. ASSIGNMENT AND SUBLETTING:** Tenant may not sublet any part of premises or assign this agreement without prior written consent of Landlord and then only under the terms of paragraph 8 above.
- 11. TENANTS' MAINTENANCE RESPONSIBILITIES:** By occupying the premises, Tenant accepts the premises as being in good order and repair, reasonable cleanliness included. Any exceptions must be noted in detail by Tenant and a copy of same must be handed to Landlord **within 5 days** after commencement of occupancy. Tenant shall return possession of the premises to Landlord in the same condition as received, reasonable cleanliness included, reasonable wear and tear and damage by the elements excepted. Any Landlord improvements made during the Tenancy shall be subject to the terms of this paragraph.
Tenant agrees to:
- a. Keep the premises clean, sanitary and in good condition and participate willingly in all cleaning checks conducted by management.
 - b. Immediately notify management of items needing maintenance including dangerous conditions, defects and malfunctions.
 - c. Reimburse Landlord, on demand, for the cost of any repairs required to the premises due to Tenant or Tenant's guests' misuse or neglect.
 - d. Not alter, re-key or install any locks to the premises or copy any keys to the premises or install any burglar alarm systems therein.
 - e. Not wash vehicles on the premises.
 - f. Keep vehicles leaking or dripping oil and/or grease out of the parking lot.
 - g. Not change oil in vehicles or perform any vehicle repairs (other than emergency type) on the premises.
 - h. Pay Landlord for charges incurred to open clogged drains including toilets.
- 12. SECURITY DEPOSIT:** A security deposit in an amount of \$_____ is required to be paid to Management at the signing of this contract. In no event shall the security deposit be applied as rent. A \$40 per semester (or every 4 months) non-refundable deduction from the deposit shall be used for carpet cleaning. Costs to clean or repair any damage beyond normal wear and tear shall be deducted from the security deposit prior to any refunds being given. Tenant understands that the security deposit will be used as an offset to violations of any part of this contract.

13. **ATTORNEY'S FEES:** Should amounts due according to the terms of this agreement not be paid as spelled out in this agreement, Tenant agrees to pay reasonable attorney's fees and collection costs to collect them.
14. **VIOLATING LAWS AND CAUSING DISTURBANCES:** Tenants or their guests will not use the premises in such a way as to:
- Violate any law or ordinance, including laws regulating the use of firearms and prohibiting the use, possession, or sale of illegal drugs.
 - Commit waste (severe property damage)
 - Create a nuisance by annoying, disturbing, inconveniencing, or interfering with any other Tenant.
 - Smoking on the property is not permitted; neither is alcohol or loud partying.
 - Overnight guests are not allowed. Especially those of the opposite sex.

All five of these are violations of the lease terms and will result in a three day notice to vacate and the termination of the lease forfeiting deposit return.

15. **PETS AND WATERBEDS:** No pets, including tropical fish or caged birds are allowed on the premises. Waterbeds are not allowed in any unit.
16. **LANDLORD AND MANAGERS RIGHT TO ACCESS:** Landlord and manager may access the premises in the event of any emergency, to make repairs or improvements, or to show the premises to prospective tenants or buyers. Landlord or Management may also enter the premises to conduct an inspection for safety, sanitary or maintenance items. Except in cases of emergency, Tenant's abandonment, court order, or where impractical, Landlord or Management shall give reasonable prior notice or gain permission of Tenant for said access.
17. **TERMINATION:** Tenant may terminate this lease only upon written permission of management, otherwise Tenant understands they will be financially responsible to pay all rents through any lease period as defined in paragraph 3 above. Landlord reserves the right to give a 15 day "no-cause" notice to move.
18. **INDEMNITY AND DAMAGES:** Tenant will indemnify, defend and hold harmless Landlord against and from any and all loss, damages and costs, including attorney's fees, resulting from injury or damage to the persons or property of any person due to Tenant's conduct or use of the premises. Landlord shall not be liable for damages or injury to Tenant or any other person, or any property, occurring on the premises. Tenant agrees to hold Landlord harmless thereof. **If Tenant desires coverage for loss or damage to Tenant's furnishings and other personal property maintained at the premises, Tenant shall purchase renter's insurance.**
19. **OFFICE HOURS:** Management can be reached anytime for emergencies by calling 435-865-0325. Please call this number AFTER business hours ONLY in case of emergencies. Office hours will be announced by managers.
20. **BICYCLES: DO NOT TAKE BICYCLES INTO THE APARTMENT. NO EXCEPTIONS!** Because such extensive damage can come from bicycles in

apartments, a fee of \$35.00 will be charged every time a bicycle is found inside. Please chain them to the rails or posts outside the building. No BARBQUES on decks and no curling irons are to be laid on the carpets.

21. **CLEANING INSPECTIONS:** Apartments are to be maintained, reasonably clean, and cleaned well once per month. Notices will be posted to advise Tenant of cleaning checks. Cleaning jobs are to be divided among apartment tenants and each is responsible for performing certain tasks and having those tasks pass inspection by management. To re-check a cleaning job that does not pass on first inspection will cost \$10.00. If the job fails to pass the second time it is checked, the cleaning will be done by Management and charged to Tenant at the rate of \$20.00/hr.
22. **MATTRESS PADS:** In furnished units Tenants are **REQUIRED** to furnish and use a mattress pad on their bed. This is for your convenience and health. Failure to use a pad will result in additional charges.
23. **CHECKOUTS:** Tenant must make a check-out appointment with Management prior to checking out. ALL TENANTS MUST CHECK OUT by obtaining a Checkout Procedure sheet from management and following its directions. These directions cover cleaning, damages, key returns and etc. Failure to adhere to the Check-Out Procedure instructions will result in the complete forfeiture of Tenant's security deposit.
24. **LAST MONTHS RENT:** Tenant will need to pay LMR before moving into Aspen Meadow. If it is not paid by the date specified here (_____) your contract will be sold to someone else and the \$50.00 administrative fee deducted from your deposit. To move into any unit, tenant must show evidence of having gas (Questar Gas at 801 586 3741) and power (Rocky Mountain Power at 888 221 7070) in their name or a roommate's name and turned on.
25. **OPEN-BURNING CANDLES:** No open-burning candles are allowed in the units. Scented candles in their proprietary glass jar containers are permissible if not used excessively.
26. **Possession of the Premises:** Should Tenant fail to take possession of the premises, after signing this agreement, Tenant will be responsible for paying rent and complying with all other terms of this agreement. Landlord reserves the right to move Tenant to another apartment to accommodate housing situations that may arise.
27. **ABANDONMENT:** Tenant shall not vacate or abandon the premises at any time during the term of this agreement. If Tenant does vacate, abandon or surrender the premises or be dispossessed by process of law or otherwise, any personal property left on the premises shall be deemed to be abandoned and shall be disposed of at the discretion of Landlord or Management.
28. **VALIDITY OF EACH PART AND ENTIRE AGREEMENT:** Should any portion of this agreement be held to be invalid, such condition shall not affect the validity or enforceability of any other portion of this agreement. Any modification to this agreement must be in writing and signed by Landlord and Tenant. Failure of

Tenant or their guests to comply with any of the terms of this agreement shall be grounds for termination of tenancy but not responsibility for lease payments, with appropriate notice to Tenant using procedures required by law.

29. The attached addendum/House Rules is a part of this agreement

FUNDS NECESSARY TO SECURE TENANCY:

\$ _____ Security Deposit

\$ _____ Last Months Rent

REQUIRED ITEMS TO OCCUPY:

\$ _____ Pro Rata + First Months' Rent

or

\$ _____ Pro Rata + First Semester's Rent

Proof of Gas _____ Electricity _____

30. SIGNATURES: I have read the foregoing and agree to the terms set forth therein and have received a copy of this completed agreement.

Tenant _____ Date _____

Tenant SS# _____ Vehicle Make & Year _____

Landlord/Manager _____ Date _____

Revised 11/14

ASPEN MEADOW APARTMENTS
HOUSE RULES ADDENDUM TO LEASE

OFFICE HOURS: Management can be reached by calling the office at (435) 865-0325. Please call this number only during business hours unless it is an EMERGENCY!

CLEANING CHECKS: Periodically Management will conduct cleaning check of each apartment unit. Notices will be posted ahead of time and each tenant shall be responsible for cleaning a portion of the common area of the apartment as well as their own private use area. If Management judges the cleaning job unacceptable, Tenant shall be charged \$10 for a return re-check. If the cleaning job fails a second time, Management will clean the dirty area and charge Tenant at the rate of \$20/hour.

SMOKING, ALCOHOL AND PARTYING: None allowed on property. Period. No tolerance. Loud music, particularly after 10 pm on week days and midnight on week-ends is prohibited.

MATTRESS PADS: Required and checked. They shall be used on all apartment furnished mattresses for the health, safety and convenience of all Tenants.

OVERNIGHT GUESTS: No overnight guests of the opposite sex are allowed in any of the units. Other overnight guests are allowed with written permission from Management.

Tenant Signature _____ Dated _____