

# Aspen Meadow Apartments

## Rental Agreement

This Apartment Rental Agreement, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Aspen Meadow Apartments, (Landlord) and \_\_\_\_\_, (Tenant). Tenant acknowledges that Landlord is entering into this agreement in reliance upon the information contained in Tenant's rental Application. If it is determined that any of such information is false, this agreement shall be null and void and Tenant's residency at will and terminable by Landlord at Landlord's sole discretion.

### 1. DESCRIPTION AND TERM

Landlord hereby leases to tenant and tenant hereby leases from Landlord the premises known as Aspen Meadow Apartments, 165N College Way, Apt \_\_\_\_\_ Cedar City, UT 84720 subject to the terms and provisions hereof for the term beginning on \_\_\_\_\_, 20\_\_\_\_ and ending on \_\_\_\_\_, 20\_\_\_\_.

Tenant acknowledges that Tenant has inspected the premises, and the premises are acceptable in "as is" condition and that they are in good, clean and acceptable repair except as specifically may be otherwise agreed to by both parties in writing.

### 2. RENT PAYMENTS

(a). RENT DUE. Landlord leases the Apartment to Tenant and Tenant leases from Landlord for the full term of the lease. Tenant agrees to pay Landlord \_\_\_\_\_/month as rent from the commencement date of this lease as stated above. In the event that the Term begins on a day other than the first day of the month or ends on a day that is other than the last day of the month, Rent for the partial month shall be prorated. Rent shall be due and payable in advance without demand, on the first day of each month during the Term of this lease at a place designated by Landlord.

(b). LATE FEES. Resident agrees to pay a \$30 late charge for any payment of monthly Rent that is not received before 5:00 pm on the fifth day of each month plus \$8 per day thereafter for each day Rent is not paid in addition to monthly Rent due.

(c). RETURNED CHECK FEES. If a check is received by Landlord is returned by Tenant's bank for any reason, Tenant agrees to pay Landlord a minimum returned check fee of \$35.00 dollars and all additional fees Landlord incurs as a result of the returned check, in addition to the full Monthly Rent and any late fee due. Any and all amounts due to Landlord from Tenant under lease (including but not limited to late fees and returned check fees) are considered additional Rent and Tenant's failure to pay any such amounts will have the same effect under this lease as Tenant's failure to pay Monthly Rent. All returned checks must be replaced immediately with certified funds. In the event that Landlord receives a second returned check from Tenant at any time, all payment of future Rents must be in certified funds. Tenant understands that Tenant's promise to pay Monthly Rent is independent of any of Landlord's promises under this Lease and that under no circumstances may Resident withhold the payment of Monthly rent. Any payment of less than the full amount of Monthly Rent for a given month, regardless of endorsements to the contrary on a check or money order given by Tenant, may be accepted by Landlord and will only be deemed a partial payment "on account" of the full amount due.

(d). CHECK REFUSAL. Landlord reserves the right to refuse a personal check at any time and for any reason.

(e). CHECK ACCEPTANCE. Rent shall not be considered paid until funds are collected into Landlord's bank. Tenant shall have the burden of proof to establish that rent was tendered and accepted in the event of dispute.

(f). PAYING OF SUMS DUE. Payment of all sums is an independent covenant. At Landlord's option and without notice, Landlord may apply money received first to Tenant's non-rent obligations, then to Rent, regardless of notations on checks or money orders and regardless of when the obligations arise. All sums other than rent (which is due on the first) are due upon Landlord's demand. After that date, Landlord does not have to accept Rent or any other payments.

### 3. DEFAULTS, REMEDIES AND COLLECTION FEES

(a). DEFAULTS, AND REMEDIES. Tenant will be deemed in default under this Lease if Tenant fails to pay Monthly Rent or any other charges promptly when due, or if Resident fails to comply with any of the other terms, conditions, or covenants of this Lease or Community Policies or abandons or leaves the Apartment vacant before the expiration of the Term of the Lease. In the event of any default under this Lease by the Landlord, Tenant's remedies will be limited to an action at law for damages. Upon default by Tenant, Landlord may at Landlord's sole election, terminate and retake possession of the Apartment under applicable Utah law and, use such force as may be necessary to remove and put out Tenant and anyone occupying the Apartment, and remove any personal property found in the Apartment and store or dispose of it at the Tenant's expense without being liable on account thereof for prosecution or damages. Tenant will remain liable for the balance of the Rent stated in the lease. No such repossession by Landlord will be deemed an election to terminate this Lease unless written notice of such notice is given to Tenant. Accepting money at any time does not waive Landlord's right to damages, past or future Rent or other sums.

(b). COLLECTION FEES. In the event of default or breach of this Lease, should this matter be turned over to an attorney or collection agency, Tenant will be liable for attorney and/or collection fees and/or reasonable costs of collecting or of Landlord regaining possession. Should either party bring suit to enforce, or for breach of this Lease, the prevailing party will be entitled to recover from the other party its reasonable attorney fees and court costs. Tenant further agrees that in addition to Rent, to pay collection costs and legal fees as stated in the Demand for Compliance or Possession if payment is made after the expiration of such Demand as a condition for Landlord's agreement to accept same.

### 4. FUTURE RENTS.

(a). COLLECTION OF FUTURE RENTS. In the event it becomes necessary for Landlord to serve an eviction notice, either because of nonpayment of Rent, or failure of Tenant to abide by this Lease or the published Community Policies, it is understood by all parties to this Lease that Tenant will be responsible for the balance of the Lease Term less any moneys collected through the re-renting of the Apartment to others. Landlord may determine how payment by Tenants is applied to obligations of the Lease, i.e. cost and expense of re-letting rent, utilities, painting, late charges, attorney fees and cost of collections. Tenant acknowledges that for the basis of prorating amounts due to Aspen Meadow Apartments, or other Tenants, all calculations will use the actual number of days in the month in which the charge is assessed or credited. No such re-entry or re-taking possession of said Apartment by the Landlord shall be construed as an election on Landlord's part to terminate this Lease unless written notice of release of any monetary obligations shall be given to Tenant or unless the termination and release of further monetary obligations shall be decreed by a Court of competent jurisdiction.

### 5. USE, CONDUCT, PETS, MAINTENANCE AND LOCKS, REIMBURSEMENT, VEHICLES, SAFETY, ETCETERA.

(a). USE. Tenant agrees that the Apartment is to be used and occupied by Tenant and only other Tenants who have a Lease with Aspen Meadow Apartments as a private dwelling Apartment and for no

other purpose without prior written permission from Landlord. The Apartment shall not be occupied by any other persons other than legal Tenants for more than five (5) days. Tenant understands that the maximum occupancy shall not exceed two (2) persons per bedroom.

(b). CONDUCT. Tenant will obey, and cause any Guest or occupant to obey all Federal, State and Local laws affecting the Apartment and/or the Apartment Community and will not use or permit the Apartment or Apartment Community to be used for any purpose prohibited by such laws. Tenant, nor Tenant's Guests or occupants will engage in the following prohibited activities: loud or obnoxious conduct, including unreasonable odors, disturbing the rights, comforts, health, safety, property or convenience of others in or near the Apartment Community, including unreasonable hostile communications with the Landlord or Landlord's representatives, including foul language. Tenant will abide by, and will cause any occupant or guest to abide by the Community Policies for the property adopted from time to time by Landlord. Tenant will not use, keep or permit to be used or kept, any substance in or about the Apartment, or use or permit the use of the Apartment in any manner, that may jeopardize any insurance coverage maintained by Landlord on the Building, or increase the cost of such insurance, or that may be offensive or annoying to other tenants of the Building. Tenant will not commit any waste, and will not cause or permit any nuisance to be maintained, on or about the Apartment, Building or Property. Tenant will be responsible for any damages caused by his/her misuse or neglect.

(c). PETS. Unless Landlord gives written permission, Tenant will keep no pets nor allow pets to visit inside of the apartment.

(d). MAINTENANCE, LOCKS. Tenant agrees to keep and maintain the Apartment in a good state of repair and order and in a clean and sanitary condition. Tenant will not make any alterations to the Apartment including changing or adding locks, without express written consent of Landlord. Tenant will reimburse Landlord for the cost of any repairs to the Apartment, Building or Property made necessary by the negligent or careless use by Tenant or guests or visitors. Tenant waives the right to make any repairs to the Apartment at Landlord's expense.

(e). REIMBURSEMENT. Tenant shall promptly reimburse Landlord for loss, damage, or cost of repairs or service caused anywhere in the Apartment Community by Tenant's or any guest's or occupant's improper use or negligence. Landlord may require payment at any time, including advance payment of repairs for which Tenant is liable. Any delay in Landlord's demanding sums Tenant owes is not a waiver.

(f). MOTOR VEHICLES. Landlord is not responsible for the safety of or damage to Tenant's, occupant's or any guest's vehicle. Landlord may regulate the time, manner and place of parking cars, trucks, motorcycles, boats, trailers, recreational vehicles, etc. Landlord may have illegally parked vehicles towed from the premises by Landlord or hired towing company at the vehicle owners' expense. A vehicle may be towed immediately, without notice of any kind if the vehicle; (i) blocks another vehicle from exiting, (ii) is parked in a space marked for other Tenant or unit. A vehicle may be towed after posting a 72-hour notice in a conspicuous place on the vehicle indicating Landlord's intent to tow said vehicle, if the vehicle (i) is abandoned, unlicensed, derelict or inoperable, (ii) has flat tire(s) or other conditions making it inoperable, (iii) Has an expired license or inspection sticker, (iv) takes up more than one parking space, (v) belongs to a Tenant who has surrendered or abandoned the Apartment, or (vi) is the type of vehicle prohibited below, and Tenant has failed to obtain Landlord's written permission: i.e. boat, trailer, camper, recreational vehicle, commercial or public vehicle. Tenant further agrees not to make any repairs or perform maintenance on any aforementioned or similar type vehicles without written consent of Landlord.

(g). TENANT SAFETY AND PROPERTY LOSS. Tenant, occupants and guests shall exercise due care for Tenants' own and others' safety and security, especially in the use of handrails, walkways, smoke-detectors, dead bolts, locks, window latches and other security devices.

(h). MAINTENANCE. Tenant must use customary diligence in maintaining the Apartment and common areas. Unless authorized in writing by Landlord, Tenant shall not perform any repairs, painting, wallpapering, carpeting electrical changes, or otherwise alter Landlord's property. No holes or stickers are allowed inside or outside the Apartment. Landlord will permit a reasonable number of SMALL nail

holes for picture hanging in sheetrock walls, unless Landlord rules state otherwise. No water furniture, antennas, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or re-keying is permitted without prior Landlord written consent. Tenant agrees not to alter or remove Landlord's property, including smoke detectors, furniture, telephone and cable TV wiring, screens, appliances, locks and security devices. When Tenant moves in, Landlord will supply light bulbs for all fixtures Landlord furnishes; after that, Tenant will replace them at Tenant's expense with bulbs of the same wattage. Tenant's improvements to the Apartment (whether or not the Landlord consents) become the Landlord's unless Landlord agrees otherwise in writing.

6. SMOKE DETECTORS.

Landlord will furnish smoke detectors where required by statute, and will test them and provide working batteries when Tenant first takes possession. After that, Tenant shall purchase and replace batteries that may fail in the smoke detectors during Tenant's Lease Term as needed, otherwise Landlord may replace dead or missing batteries at Tenant's expense without prior notice to the Tenant. Tenant must immediately report smoke detector malfunctions to Landlord. Neither Tenant nor others may disconnect smoke detectors. Tenant will be liable to Landlord and others for any loss or damage from fire, smoke, or water if that condition arises from Tenant disconnecting or failing to replace smoke-detector batteries, or failing to report malfunctioning smoke detectors to Landlord.

7. CASUALTY LOSS.

Landlord is not liable to any Tenant, occupant or guest for personal injury or damage or loss of personal property from fire, smoke, rain, flood, environmental problems, water leaks, hail, snow lightning, wind, explosions, or interruption of utilities unless that damage is caused by Landlord's negligence. Landlord has no duty to remove ice, sleet or snow but may remove any amount without notice. Unless Landlord instructs otherwise in writing, Tenant must for 24 hours a day during freezing weather,

- (1) Keep the Apartment heated to at least 50 degrees F,
- (2) Keep sink cabinets and closet doors ajar (open)
- (3) All faucets dripping to prevent frozen pipes.

Tenant shall be liable for damage to Landlord's and others property if damage is caused by broken water pipes due to Tenant violating these common sense requirements. If Tenant asks Landlord or Landlord's representatives to perform services not contemplated in this Lease Contract, Tenant will indemnify Landlord (that is, hold Landlord harmless) from all liability from those services.

8. CRIME OR EMERGENCY.

Tenant shall dial 911 or immediately or call local fire, police or EMS authorities in case of fire, smoke or suspected criminal activity involving imminent harm. Tenant shall then contact the Landlord representative. Tenant shall not treat any of Landlord's security measures as an express or implied warranty of security or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, Landlord is not liable to Tenant or any guests or occupants for injury, damage, or loss of person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Landlord is not obliged to furnish security personnel, security lighting, security gates or fences or other forms of security unless required by statute. Landlord is not responsible for obtaining criminal-history checks on any Tenant, occupant or guest in the Apartment Community. If Tenant, occupant or any guest is affected by a crime, Tenant must make a written report to Landlord and to the appropriate local law enforcement agency. Tenant must also furnish Landlord with the law enforcement agency's incident report number and copy of said report upon request.

9. UTILITIES.

Landlord will pay for all Landlord Paid utilities (if checked): \_\_\_\_\_ electricity, \_\_\_\_\_ gas, \_\_\_\_\_ water, \_\_\_\_\_ sewer, \_\_\_\_\_ garbage. Tenant will not waste utilities and will use them only for normal

residential purposes. If Tenant fails to pay Tenant utilities, Landlord shall consider it a breach of this Lease and is entitled to remedies described in paragraph 3.

10. CASUALTY OR CONDEMNATION.

If the Apartment is damaged by fire or other casualty, Landlord will repair it with reasonable dispatch after notice of such damage. If the Apartment is rendered untenable by fire or other casualty, or if the Building (thought the Apartment may not be affected) is so damaged that Landlord decides within a reasonable period of time not to rebuild, the Term of the Lease shall cease and Monthly Rent will be paid up to the date of such damage, or the date of last possession by Tenant, whichever occurs last, and both parties will be relieved of further obligations hereunder. If the whole or any part of the Apartment is taken by a competent authority under eminent domain for any public or quasi-public use or purpose, then the Term will terminate on the date when possession of the part so taken is required for such use or purpose. All damages awarded for such taking will belong to and shall be property of Landlord.

11. SECURITY/DAMAGE DEPOSIT.

(a). Tenant agrees to pay Landlord the sum of \$\_\_\_\_\_ deposit as security against the breach by Tenant of any Tenant's covenants and agreements contained herein. The Deposit will be held by Landlord as security against breach by Tenant of any provision of this Lease. Tenant understands that all or a portion of the Deposit may be retained by Landlord upon termination of this Lease or Tenant's tenancy unless each of the following conditions is satisfied:

- (1) The full Term expired without default by Tenant, should Tenant sale contract a \$50 fee will be incurred.
- (2) Tenant gave Landlord written notice of Tenant's intention to vacate the Apartment at least 30 days before Tenant vacated the Apartment and Tenant did not retain possession of the Apartment after the expiration of the 30 day period following delivery of such notice to Landlord.
- (3) Any and all Monthly Rent, late charges, insufficient check charges, utilities charges, attorney's fees and other charges due under this Lease are paid in full,
- (4) There shall be a nor-refundable charge of \$\_\_\_\_\_ per semester to cover the cost of preparing the Apartment for future tenants.
- (5) There was no damage beyond ordinary wear and tear to the Apartment, common areas and buildings surrounding or adjacent to the Apartment, (burns, spots or stains on floors, carpets, countertops, window coverings, etc shall not be considered ordinary wear and tear)
- (6) The Apartment, including kitchen appliances and furniture, have been cleaned thoroughly in accordance with Landlord's written instructions.
- (7) All debris, rubbish and discards were placed into proper disposal containers.
- (8) Tenant provided Landlord with s Self Addressed, Stamped Envelope.
- (9) All keys were returned to Landlord. If Tenant fails to check out per written instructions by Landlord, Tenant is agreeing to forfeit Tenant's full Deposit to Landlord.

(b). Move-Out Inspection. Tenant shall meet with Land or Landlord's representative for a move-out inspection. Landlord's representative has no authority to bind or limit Landlord regarding deductions for repairs, damages, or charges. Any statements or estimates by Landlord or Landlord's representative are subject to correction, modification or disapproval before final refunding or accounting of Deposit.

(c). If all of the conditions described above are not satisfied, then any Monthly Rent or other charges due under this Lease, together with the cost of labor and material for cleaning and repairs (as well the cost of eviction if such occurred) will be deducted from Deposit.

(d). Tenant shall leave forwarding address with Landlord's property manager. Within 60 days after Tenant's vacancy (which will be the date on which Tenant gives Landlord the Apartment keys or the date on which Tenant surrenders and Landlord accepts the Apartment, whichever occurs last), Landlord will refund Deposit to Tenant, less any charges against the Deposit as described previously. If less than the

full Deposit is so refunded, Landlord will send Tenant a full written statement listing the charges or reasons for retention of all or part of the Deposit

(e) Any such written statement and/or refund check or statement of balance due shall be mailed in the SASE described above. If Landlord's damages resulting from Tenant's failure to comply with the provisions of this Lease exceed the amount of the Deposit, Landlord will not be limited to the amount of the Deposit, but may use all legal remedies available for collection of the actual amount of damages. Tenant understands and agrees that the Deposit may not be used as part of payment or to offset any month's Monthly Rent due from Tenant. Refund cannot be picked up from Landlord.

## 12. NOTICE OF INTENT TO VACATE, HOLDOVER, SURRENDER.

(a) NOTICE OF INTENT. Resident agrees to give written notice to Landlord of Tenant's intention to vacate Apartment on a specific date at least 30 days before Tenant actually vacates. If Tenant fails to give such 30 day notice before vacating the Apartment, Tenant will be liable for, and agrees to Pay Landlord, Monthly Rent for the remainder of the 30 day period. In no event may Tenant use such notice to terminate this Lease prior to the end of the Term of this Lease. Should Tenant vacate prior to the end of the Term, Tenant is responsible to pay Monthly rent for the Term of the Lease plus appropriate commission and all other applicable charges as outlined elsewhere in this Lease. A written acknowledgement of receipt from the Landlord must be obtained by Resident to validate the Notice to Vacate. Tenant and Landlord acknowledge that all proration calculations shall use the actual number of days in the month for which the charge is being assessed or credited.

(b) HOLDOVER. If Tenant does not give Landlord notice of Tenant's intention to vacate the Apartment at least 30 days before the end of the Term, but Tenant remains in possession of the apartment after the end of the Term with landlord's permission, the Tenant's tenancy shall be month-to-month with Monthly Rent payable at the then existing market rental rate for units of similar floor design and location, and with all other provisions of this Lease (including the provision requiring at least 30 days notice of Tenant's intention to vacate) remaining in full force and effect, to the extent the same may apply to a month-to-month tenancy. Nothing in section 11 will be deemed to give Tenant any right to remain in possession of the Apartment after the end of the Term without first obtaining Landlord's written permission.

## (c) RETURN, SURRENDER, ABANDONMENT.

[1] RETURN. Tenant agrees that upon the termination of Tenant's tenancy, Tenant will peacefully return the Apartment to Landlord, in the same condition as when first leased to Tenant, ordinary wear and tear excepted. Tenant agrees to vacate the Apartment before 12:00 Noon on the last day of Tenant's tenancy. The last date of tenancy is defined as the date that all keys previously issued are returned to Landlord or the last day of the Term of this Lease as defined previously.

[2] SURRENDER. Tenant surrenders the Apartment on the date of the earlier of the following: (i) Tenant and their possessions have been removed and all keys have been turned in to Landlord. (ii) The move-out date has passed and no Tenant is living in the Apartment in landlord's reasonable judgment.

[3] ABANDONMENT. Tenant abandons the Apartment when: (i) Tenant appears to have moved out in Landlord's reasonable judgment; or, (ii) clothes, personal furniture and belongings have been substantially removed from Apartment. An apartment is also abandoned on the 10<sup>th</sup> day after the death of a sole Tenant. Return, Surrender or Abandonment ends Tenant's right of possession for all purposes, including re-letting the Apartment, damages, clean-up charges, removing property left in the Apartment, and return of security Deposit. Tenant agrees that if Tenant abandons or surrenders the Apartment and leaves behind personal property, Landlord shall have the right, but not the obligation, to remove and dispose of said personal property as Landlord sees fit, at Tenant's sole risk and cost without recourse by Tenant or any person claiming under Tenant against Landlord or his representative. Tenant acknowledges that Landlord is in the business of renting premises and the removal of the property is necessary to

Landlord's livelihood, and as such, Tenant shall indemnify Landlord and Landlord's agents against any claim or cost for any damages or expense with regard to the removal disposal and/or storage of property.

13. INSURANCE COVERAGE, RELEASE, INDEMNIFICATION.

(a). Tenant understands that Landlord's Insurance does not cover any of Tenants's property and that Landlord strongly recommends that Tenant secure Tenant's own insurance. Without renter's insurance, Tenant could be held personally financially responsible for loss or damage to Landlord's property.

(b). Landlord will not be liable for, and Tenant releases Landlord from any and all claims and liabilities resulting from, or in connection with, any death, personal injury or loss of or damage to property as a result of, or in connection with, any occurrence on about the Apartment, Building or Property including, but not limited to any theft, burglary, assault, vandalism, or other crimes, fire, flood, water leaks, rain, hail, ice, snow, smoke, explosions, interruption of utilities or acts of God, except to the extent the death, injury, loss or damage was caused by Landlord's negligence. In addition, Tenant assumes all risks of using and releases Landlord from and agrees to indemnify and hold Landlord harmless from and against any claims and liabilities for death and personal injury resulting from the use of any facilities at the property, regardless of the cause of such death or injury. Tenant gives the releases of liability described above on behalf of Tenant's guests and invitees. Tenant understands that Tenant would not be permitted to lease the Apartment without having provided these releases. Landlord will have no duty to furnish alarms of any kind, security guards, or any locks or latches in addition to those existing at the beginning of the Term.

(c). Tenant agrees to indemnify and hold Landlord harmless from and against any and all damages and costs, expenses, or liabilities of any kind or nature (including, but not limited to attorneys' fees, and court costs) due to or arising out of, or in connection with any act or failure to act (whether intentional or negligent) on or about the apartment, Building, Property by Tenant and their respective guests or invitees.

(d). Tenant agrees to hold Landlord harmless for any and all injury to person or property of Tenant or to the person or property of the guest and visitors of Tenant, to the extent any such injury occurs anywhere on the real property owned by Landlord by which the premises leased hereunder are located. Tenant agrees to fully indemnify Landlord for same.

(e). If someone from a law enforcement agency, or if anyone legally subpoenas information on Tenant or Tenant's rental history, Landlord may provide it without liability.

14. ASSIGNING AND SUBLETTING.

Tenant agrees not to allow anyone other than Tenant and any occupants to occupy the Apartment. Tenant will not keep roomers or boarders, assign this Lease, or sublet or transfer the Apartment or any part thereof without first obtaining Landlord's written consent, which consent may be withheld in Landlord's sole discretion. Landlord's written consent to one assignment, subletting or transfer will not constitute Landlord's consent to any subsequent assignment, subletting, or transfer now will any such written consent release Tenant from liability under this Lease.

15. ACCESS.

If Tenant, occupant or guest is present, then Tenant will allow repairers, servicers or Landlord's representatives to peacefully enter the Apartment at reasonable times for the purposes of conducting Landlord's business including, but not limited to those reasons listed below. If nobody is in the Apartment, then repairers, servicers or Landlord's representatives may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means if locks have been changed in violation of this Lease contract) if: (i) written notice for entry is left in conspicuous place in the Apartment immediately after the entry and (ii) entry is for responding to Tenant's request, repairs, estimating repair or refurbishing costs, pest control, preventative maintenance, cleaning checks, filter changes, testing or replacing smoke detector batteries, retrieving tools, appliances, furniture, equipment or security devices, removing or re-keying unauthorized security devices, stopping excessive noise,

removing health or safety hazards (including hazardous materials) and items prohibited under Landlord's rules, inspections when immediate danger to person or property is reasonable suspected, entry by law enforcement officer with a search warrant or in hot pursuit, showing Apartment to prospective Tenant, inspectors, fire marshals, lenders, appraisers, prospective buyers or insurance agents.

16. JOINT AND SEVERAL LIABILITY

- (a). It is understood and agreed that each party signing this Lease as tenant is individually responsible for the full performance of all Tenant's obligations under this Lease, including any and all financial obligations and it is further agreed that each and all signers herein are jointly and severally liable for any and all financial obligations.
- (b). If Tenant or any guest of the Tenant violates the lease or Community Policies, Tenant shall be deemed to have violated the Lease.

17. COMMUNITY POLICIES.

Tenant and Tenant's guests shall comply with written Apartment rules (including Community Policies) which shall be considered part of this Lease. Landlord may make reasonable rule changes in writing and distribute to all tenants in the Apartment Community. Changes are effective immediately. Sidewalks, steps, entrance halls walkways, and stairs shall not be obstructed or used for any purpose other than ingress and egress.

18. SATELLITE/ANTENNA DISH ADDENDUM.

A satellite dish used for the transmission or reception of television signals can be placed only on the Units' block wall. No nails, screws or other devices that puncture the siding, wood, aluminum, masonite or other building materials may be used to hang or secure the satellite dish. Any damage caused by mounting a satellite dish shall be repaired by Landlord at Tenant's expense. Any Tenant who possesses a satellite dish shall exercise extreme care not to cause a safety or fire hazard. Tenant assumes liability for any situation arising out of the use of a satellite dish. Tenant shall at Landlord's request furnish Landlord with copies of all insurance to be maintained by Tenant on dish equipment and evidence of payment of the premiums thereon. Tenant shall at Tenant's expense, maintain a renter's insurance policy or policies of comprehensive general liability to afford minimum protection of not less than \$200,000 in respect to personal injury or death for any one person and of not less than \$200,000 for property damage. Any such policy should name Landlord as an additional insured. All such policies shall contain a clause or endorsement to the effect that they may not be terminated or materially amended during the term of this Lease except after 30 day written notice thereof to Landlord.

19. COPIES AND ATTACHMENTS.

A copy of this Lease will be available to Tenant at their request. Any of the rules such as Community Policies shall be attached to Lease Contract and given to Tenant at signing. Tenant should retain a copy of all attachments. The following items are made part of this contract: Application, Community Policies and Check In/Out Reports.

20. GENERAL PROVISIONS.

- (a). This Lease, together with any written agreements executed by Landlord and Tenant at the same time they executed this Lease contains the entire agreement between the parties and no change modifications, or discharge, in whole or in part of this Lease will be binding on a party unless in writing and signed by such party. THERE ARE NO ORAL UNDERSTANDINGS terms or conditions, and neither party has relied upon any representations or warranties, expressed or implied, that are not contained in this Lease or in an addendum executed by all parties herein.
- (b). Any liability for damages, breach or nonperformance by Landlord or arising out of the subject matter of, or the relationship created by, this Lease, will be collectible only out of Landlord's interest in



the Property and no personal liability is assumed by, or will at any time be asserted against Landlord, its parent and affiliated companies, its and their partners venturers, directors, officers, agents, servants, and employees, or any of its or their successors or assigns; all such liability, if any, being expressly waived and released by Tenant.

(c). This Lease is subject and subordinate to any Deed of Trust or mortgage now or later encumbering the Property. Tenant agrees to sign such documents as may be reasonable necessary to give full effect to such subordination.

(d). No waiver of any provision of this lease will be implied by any failure of either party to enforce any remedy upon the violation of such provision, even if such violation is continued or repeated subsequently. No express waiver will affect any provision other than the one specified in such waiver, and that only for the time in the manner specifically stated.

(e). If any provision of this Lease is declared void or is unenforceable by a final judicial or administrative order, this Lease will continue in full force and effect, except that the void or unenforceable provision will be deemed deleted and replaced with a provision as similar in terms to such void or unenforceable provision as may be possible and be valid and enforceable.

21. RELEASE OF TENANT.

Unless Landlord has given written release, Tenant will not be released from this Lease Contract for any reason, including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, marriage, loss of employment or bad health.

22. TENANT ACKNOWLEDGEMENT.

Tenant acknowledges that Tenant has read this Lease and Community Policies and understands them, and has been given copies of the same.

23. ADDITIONAL PROVISIONS.

24. DISCLOSURE: Landlord is a principal of Aspen Meadow I/II and a licensed realtor in the State of Utah and as such may benefit from this Lease transaction.

TENANT	DATE	LANDLORD/AGENT	DATE
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This is a legal document. If not understood, seek legal, tax or other counsel before signing. Signing this document, digitally or otherwise, is legally binding for all intents and purposes.

## Aspen Meadow Apartments

### COMMUNITY POLICIES

**OFFICE HOURS:** There is no on-site office but Management can be reached by calling Kaysea Banks at 435-865-0325.

**CLEANING CHECKS:** Periodically 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

**SMOKING, VAPING, ILLEGAL DRUGS, 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:** 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.

**SALE OF CONTRACT:** Tenants are permitted to sell their contract upon written request and approval. The replacement tenant must pass an approval process by Management. A \$50 fee will be deducted from the security deposit.

**RENT:** Rent is due on the first. Late fees are applied after 5:00 pm on the fifth. Late fees are \$30 on the 6<sup>th</sup> plus \$8/day beginning on the 7<sup>th</sup>.

**CHECKOUT:** Tenant must complete written CHECKOUT procedures. Failure to do so results in forfeiture of complete Deposit.

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Landlord \_\_\_\_\_ Date \_\_\_\_\_