

□ **RESIDENTIAL RENTAL AGREEMENT**

**PARTIES:** This Agreement is between the following parties: \_\_\_\_\_ Date \_\_\_\_\_

being all the occupants of the premises eighteen years of age or older (hereinafter collectively referred to as "Resident"): and

being all the occupants of the premises under the age of eighteen:

and the rental unit owner (hereinafter referred to as "Owner")

**PREMISES:** This Agreement is for the following Premises:

Street: \_\_\_\_\_, City \_\_\_\_\_ Utah, Zip \_\_\_\_\_  
 County \_\_\_\_\_ (hereinafter referred to as "Premises"), to be used as a private residence only, according to the terms set forth herein. No other Occupants shall reside in Premises except those listed above.

(Description of the property)

**RECEIVED FROM** \_\_\_\_\_, Resident, the sum of \$ \_\_\_\_\_

Cash, Check, Other as a deposit, which, upon acceptance of this Rental Agreement, shall belong to the Owner of the premises and shall be applied as follows:

	Received:	Payable Prior To Occupancy
Rent for the period from _____ to _____ (Pro-rated to the end current month)	\$ _____	\$ _____
Monthly Rental Amount \$ _____	\$ _____	\$ _____
Security Deposit \$ _____	\$ _____	\$ _____
Other \$ _____	\$ _____	\$ _____
	<b>TOTAL:\$</b> _____	\$ _____

If the Owner or his agent does not accept this Agreement, within \_\_\_\_\_ days, the total deposit received shall be refunded.

**SECURITY DEPOSIT** \$ \_\_\_\_\_ Refundable \$ \_\_\_\_\_ Non Refundable Fee \$ \_\_\_\_\_

**SECURITY DEPOSIT** set is to be paid at time of Agreement and shall secure the performance of the Resident's obligations. Refund of Security Deposit is dependent upon Resident fulfilling ALL of the following conditions:

1. Resident has provided **written**, thirty-day (30) notice to Owner prior to the date of termination or expiration.
2. Resident has no other monies due.
3. Resident has thoroughly cleaned the premises, appliances and fixtures. Owner may deduct from deposit all reasonable charges to accomplish cleaning or repair from damage above normal wear and tear.
4. All individuals occupying the premises have surrendered premises to Owner, and all keys to the premises, mailbox, or storage rooms have been returned to Owner.
5. Resident supplies the Owner with a forwarding address, in **writing**, in order to send security deposit.

**RESIDENT MAY NOT APPLY SECURITY DEPOSIT TO PAYMENT OF LAST MONTH'S RENT**

**1. TERM of the AGREEMENT:** The initial term shall begin on \_\_\_\_\_, and continue (check one of the two following alternatives)

on lease basis until \_\_\_\_\_ 20\_\_\_\_\_

OR

on a month-to-month basis

Until tenant shall terminate by giving owner thirty-day (30) notice prior to the end of Rental period, or owner shall terminate by giving tenant thirty-day (30) notice to end of Rental period.

**2. RENT and LATE FEES:** Rent shall be \$\_\_\_\_\_ per month, payable in advance upon the first (1<sup>ST</sup>) day of each calendar month to Owner or his authorized agent, at the following address: \_\_\_\_\_

\_\_\_\_\_. If rent is not paid within five (5) days after due date, Resident agrees to pay a late charge of \$\_\_\_\_\_ plus \$\_\_\_\_\_ until rent is paid in full. In the event of a dishonored rent check Resident agrees to, within twenty-four (24) hours of a dishonor, replace said check with certified funds and pay a \$\_\_\_\_\_ dishonored check fee. If a check is dishonored, Owner may require renter to make all future payments in cash or cashier's check, and Owner will provide receipt for all such payments.

**3. MULTIPLE OCCUPANCY:** It is expressly understood that this Agreement is between the Owner and all signatories, jointly and severally. In the event of default by any one signatory, each and every remaining signatory shall be responsible for timely payments of rent and all other provisions of this Agreement.

**4. UTILITIES:** Resident shall be responsible for the following utilities and services:

Water;  Sewer;  Gas;  Electricity;  Other \_\_\_\_\_

**5. USE:** The premises shall be used as a residence by the undersigned adults and \_\_\_\_\_ children, and for no other purpose without the prior written consent of the Owner. Occupancy by guests staying over 5 days will be considered to be a violation of this provision unless the Owner gives prior **written** consent.

**6. PETS:** NO PETS shall be brought on the premises, EVEN TEMPORARILY, without the prior **written** consent of the Owner. The unauthorized presence of a pet will subject the Resident to damages and termination.

**7. HOUSE RULES:** Resident, guests and other occupants agree to abide by all house rules, which are hereby made part of this Agreement, including, but not limited to rules with respect to noise, odor, disposal of refuse, pets, parking, and use of common areas where applicable. Resident understands that **all guests and occupants** are bound by this Agreement.

**8. ORDINANCES AND STATUTES:** Owner and Resident shall comply with all laws, health codes, and regulations of all municipal, State and Federal authorities.

**9. ASSIGNMENT AND SUBLETTING:** Resident shall not assign the Agreement or sublet any portion of the premises.

**10. MAINTENANCE, REPAIRS OR ALTERATIONS:** Resident accepts the premises as being in good order and repair, unless otherwise indicated in writing. Resident shall, at his/her own expense, maintain the premises in a clean and sanitary manner, including all equipment, appliances, furniture and furnishings therein, and shall surrender the same, at termination, in as good condition as received, normal wear and tear excepted. Resident shall be responsible for all repairs required for damages caused by his/her negligence and that of his/her guests, or other occupants. Resident shall not paint, or otherwise redecorate or make alterations to the premises without the prior **written** consent of the Owner. Resident will not remove the Owner's fixtures, furniture and/or furnishings from the apartment, for any purpose. When Resident moves in, Owner shall furnish light bulbs of prescribed wattage for apartments' receptacles. Thereafter, light bulbs will be replaced at Resident's expense.

**11. ENTRY AND INSPECTION:** Resident shall permit Owner or Owner's agent to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises or showing the same to prospective Residents or purchasers or for making necessary repairs. Twenty-four (24) hours will be considered reasonable notice. In case of emergency, no notice need be given.

**12. POSSESSION:** If owner is unable to deliver possession of the premises as agreed, Owner shall not be liable for any damages caused. Resident may terminate this Agreement if possession is not delivered as agreed above.

**13. ATTORNEY'S FEES:** If legal action is taken by either party to enforce this Agreement, or to enforce any rights arising out of the breach of this Agreement or to evict Resident, guests, or other occupants, the prevailing party shall be entitled to all costs incurred with such action, including reasonable attorney's fees and collection costs, with or without suit.

**14. WAIVER:** No failure of Owner to enforce any part of this Agreement shall be deemed as a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Owner's right to full amount.

**15. SEVERABILITY:** Should any provision of this Agreement be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby.

**16. NOTICES:** All notices shall be given in accordance with State laws. Where requirements are not spelled out by law, notice may be given by mailing the same, postage prepaid, to Resident at the premises or to Owner at the address shown below or at such other places as may be designated.

**17. REIMBURSEMENT BY RESIDENT:** Resident agrees to reimburse Owner promptly for the replacement of any loss, property damage, or cost of repairs or service (including plumbing trouble) caused by negligence or improper use by Resident, his/her agents, family or guests. Resident shall be responsible for damage from windows or doors left open. Such reimbursement is due when Owner makes demand. Owner's failure to demand damage reimbursements, late payments charges, returned check charges or other sums due by Resident, shall not be deemed a waiver and Owner may demand same at any time; including after move-out.

**18. OWNER SHALL NOT BE LIABLE:** Owner shall not be liable for any damages or losses to person or property caused by other Residents or other persons. Owner shall not be liable for personal injury or damages, or loss of Resident's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain, hail, smoke, explosions or other causes whatsoever, unless the same is due to the negligence of Owner. **Owner strongly recommends that Resident secure renters insurance to protect himself/herself against the above occurrences.** Owner or his/her agents will not render services such as moving vehicles, handling furniture, cleaning, delivering packages, or any other services not contemplated in this contract.

**19. SERVICES IN WRITING TO OWNER/AGENT:** except in extreme emergency when telephone calls will be acceptable. In case of malfunction of equipment or utilities or damage by fire, water, or other causes, Resident shall notify Owner/Agent immediately, and Owner shall act with due diligence in making repairs and RENT SHALL NOT ABATE DURING SUCH PERIOD. If the damaged premises are unfit for occupancy, Owner shall within a reasonable time in **writing**, inform Resident whether he/she intends to terminate the contract or repair said premises. If owner elects to repair the premises, said repairs shall be undertaken with due diligence. If terminated, rent will be prorated and the balance refunded along with the deposit(s), less lawful deductions.

**20. DEFAULT OF OWNER:** Owner agrees to (a) keep all areas of the property in a reasonably clean condition; (b) properly maintain water, heating, plumbing, electrical service and/or air conditioning equipment if provided; (c) abide by applicable State and local laws regarding repair; (d) make reasonable repairs, subject to Resident's obligation to pay for damages caused by Resident, or other occupants.

**21. DEFAULT BY RESIDENT:** Owner may, upon written notice terminate Resident's right to occupancy, if any one of the following conditions occur:

- a) Resident fails to pay rent or other lawful charges when due;
- b) Resident fails to reimburse owner for damages, repairs or plumbing service costs when due;
- c) Resident, guests or other occupants violate this contract, Owner's rules and regulations, or applicable State and local laws;
- d) Resident abandons the apartment;

e) Resident, guests, or other occupants threaten to assault or use abusive or offensive language against other residents or Owner, any agent, employee, or representative of Owner.

**22. MILITARY CLAUSE:** In the event Resident becomes a member of the Armed Forces on extended active duty and receives change-of-station order to permanently depart the local area, then resident may terminate this Agreement by giving thirty-day (30) written notice, provided Resident is not otherwise in default. In such event, Resident agrees to furnish Owner a certified copy of his official orders, which warrant termination of this Agreement. Military permission for base housing does not constitute a permanent change-of-station order.

**23. ABANDONMENT:** Abandonment shall have occurred if: (1) without notifying the Owner, Resident is absent from the premises for 15 days while rent is due and Resident's possessions have been removed from the apartment, or (2) without notifying Owner, Resident is absent for 1 day while rent is due and Resident's possessions have been removed from the apartment. If resident abandons apartment, Owner may retake apartment and attempt to rent it at fair market value. Resident shall be liable for remainder of the term, or the cost of re-renting the apartment, including the rent lost, the cost of restoring the apartment to the condition at the time it was rented, and reasonable fees for re-renting the apartment. If Resident has left personal property in the apartment, Owner may remove it and store it and attempt to give Resident notice of this action. Resident may obtain property by paying moving and storage costs. If Resident fails to claim property within 30 days of notice, Owner may make a reasonable effort to sell the property at its fair market value and apply the proceeds toward any amount the Resident may owe. Any monies remaining after such action shall be disposed of in accordance with UCA-78-44-18.

**24. TIME:** Time is of the essence of this Agreement.

**25. SECURITY NOT PROMISED:** Notwithstanding, whatever measures Owner may take to maintain or improve the security of the premises, the parties, hereby expressly acknowledge that the premises are not to be considered a secure building which would subject Owner to a higher degree of care.

**26. CONDITION OF PREMISES:** Resident acknowledges that they have inspected the premises and evidences the fact that the premises are satisfactory in condition, and Owner has acknowledged all existing damages. By taking possession, Resident evidences the fact that the premises (including fixtures, furnishings and appliances) are in clean, safe, sanitary and in good working condition and that any exception has been delivered to Owner in writing within 48 hours of taking possession of premises. Resident agrees to maintain the premises (including fixtures, furnishings and appliances) in good condition for the term of possession (excepting normal wear and tear). Resident agrees to make no alteration to the premises including painting, wallpapering, installing new locks, etc. without first obtaining prior **written** consent from Owner.

**27. ILLEGAL ACTIVITY:** Resident understands and agrees that they may be evicted from the premises without further notice for any illegal activity conducted by Resident, any occupant, or guest whether or not a police authority cites such activity.

**28. RENTER'S INSURANCE:** The Resident is advised and understands that the Owner, for either damage or loss, does not insure the personal property of the Resident, and the Owner assumes no liability for any such loss. The Resident is **strongly encouraged** to procure renter's insurance to protect the Resident's property.

**29. SMOKE DETECTORS:** Resident has inspected and certifies that the apartment has a working smoke detector or detectors on the premises and agrees to be responsible for keeping such in working order and with working batteries. Resident also agrees not to disable or alter such and to notify Owner in **writing** if any smoke detector ceases to work.

**30. INVENTORY:** The following furnishing and inventory are part of this Agreement:

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**DISCLOSURE AND ACKNOWLEDGEMENT REGARDING TOBACCO SMOKE:** (check one)

- Smoking is absolutely forbidden in or around these premises; *or*
- Smoking is allowed and tobacco smoke from other units may drift into the unit that is the subject of this Agreement;
- Smoking is permitted in designated areas only.

By signing below, Resident acknowledges having been informed that tobacco smoke may drift into the unit that is the subject of this Agreement. Resident waives any right to a cause of action for nuisance under UTAH CODE ANN. § 78-18-(13).

Resident Signature: \_\_\_\_\_

**LEAD WARNING STATEMENT:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owners must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

OWNER DISCLOSURE: (initial where applicable *if* the premises were build before 1978)

\_\_\_\_\_ OWNER has no knowledge of lead-based paint or lead-based paint hazards in the premises.

\_\_\_\_\_ OWNER has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the premises

\_\_\_\_\_ OWNER has knowledge of lead-based paint and/or lead based paint hazards present in the premises, and hereby attaches all available records and reports pertaining to it.

RESIDENT'S ACKNOWLEDGEMENT: (initial where applicable *if* the premises were built before 1978).

\_\_\_\_\_ RESIDENT has received the pamphlet Protect Your Family From Lead in Your Home.

\_\_\_\_\_ RESIDENT has received copies of all records and reports attached hereto.

\_\_\_\_\_ RESIDENT agrees to promptly inform OWNER in writing of any deteriorated and/or peeling paint in the premises.

**MOLD DISCLOSURE AND WAIVER:** Resident agrees to defend, indemnify and hold harmless Owner against any and all claims, actions, causes of action, demands, liabilities, losses, damages, and expenses of any kind, including but not limited to attorney's fees and court costs, that may be made against Owner (its officers, directors, employees, agents, managers, and affiliates) as a result of, or arising out of, the growth or proliferation of mold or mildew, caused by actions or negligence of Resident or any guest or occupant living within the premises. Resident further agrees that Owner shall not be liable for any damages caused to Resident or any property within the premises resulting from mold or mildew. Resident shall indemnify Owner from any liability relating to mold or mildew resulting from damages to any person or property within Resident's premises regardless of the source of the mold or mildew.

Resident Signature: \_\_\_\_\_

ADDITIONAL TERMS AND CONDITIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ENTIRE AGREEMENT:** The foregoing constitutes the entire Agreement made between the parties and may be modified only in writing by both parties. The following exhibits, if any, have been made a part of this Agreement:\

- Application to Rent
- Inspection List
- Pet Lease
- Waterbed Agreement
- House Rules
- Other \_\_\_\_\_

*This is a binding legal document. Resident acknowledges reading all of this Agreement, and any addendums, carefully before signing.*

The undersigned Owner/Agent Accepts this Agreement.

Date \_\_\_\_\_ 20\_\_\_\_\_  
the undersigned Resident acknowledges receipt of a copy hereof, accepts this Agreement, and has read And does abide by the house rules.

\_\_\_\_\_  
Owner/Agent

\_\_\_\_\_  
Resident SSN

\_\_\_\_\_  
Address

\_\_\_\_\_  
Resident SSN

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Resident SSN

BY \_\_\_\_\_  
Owner/Agent

\_\_\_\_\_  
Resident SSN