

ALPINE CANYON APARTMENT RENTAL AGREEMENT

Name _____ Date _____

Occupancy under this contract shall begin on the Saturday prior to the beginning of Fall semester until the Saturday following the end of Spring Semester.

Tenant shall pay the rate of \$ _____ per semester during the term of this contract. Tenant shall also pay a security deposit of \$175 and fill out and sign an application and contract.

THE TENANT WILL BE RESPONSIBLE FOR THEIR OWN PHONE BILL, THE LANDLORD WILL PAY THE REST OF THE UTILITIES.

RENT IS DUE ON THE FIRST DAY OF EACH SEMESTER, A LATE FEE OF \$5.00 PER DAY WILL BE CHARGED AFTER THE FIFTH DAY OF THE BEGINNING OF EACH MONTH. THERE IS A \$30.00 RETURNED CHECK FEE.

1. The tenant shall not assign this contract or sublease an apartment or move from one apartment to another without written consent from the landlord. Upon seven (7) days notice to the tenant, the landlord may transfer the tenant to an equally equipped apartment or room other than that originally assigned for the purpose of consolidation tenant or other justifiable reasons. When the tenant terminates the contract and checks out before the lease and an agreement expires, the management reserves the right to move another tenant into that apartment. This may leave a vacancy in another apartment in the complex. Contracts are sold for the complex and not for a specific apartment. The landlord reserves the right to terminate a tenant's contract anytime upon the giving of fifteen (15) days notice in writing and with a reasonable adjustment on the rent and security deposit.
2. **TERMINATION OF CONTRACT:** Upon the day of termination of the contract, **tenant must check out through the manager and return house key and a self-addressed stamped envelope with forwarding address. If this rule is not followed through, the landlord will not be required to return security deposit.** The refund of security deposit will be made only by check through mail within four (4) weeks from the day on which the tenant terminates. **If tenant terminates prior to the signed termination period a \$35.00 charge will be made for services and handling.** The tenant shall continue to be liable for the rent under this contract until a new tenant acceptable to management has been found.
3. **RULES:** Tenant shall obey all house rules and cleaning instructions now adopted or hereafter adopted by the landlord which rules and instructions are incorporated in and made part of this lease by the reference.
4. **HARASSMENT:** The landlord shall not unjustly evict the tenant and neither party shall harass or retaliate against him or her for the exercise of his or her rights under this agreement and Utah law.
5. **RIGHT OF PRIVACY:** The landlord shall reserve the quiet enjoyment and peaceful possession of the rental unit by the tenant and will not enter except with prior notice to and consent of tenant which consent shall not be unreasonably withheld. However, if an emergency threatens life or property or when it is impractical to get consent in order to inspect the premises, make necessary or agreed repairs or improvements, supply necessary or agreed services or exhibit the dwelling unit, the landlord may enter the premises without the consent of or notice to the tenant, but only after knocking and at reasonable hours. The landlord and landlord's agents are responsible for losses of or damage to personal property of tenant due to negligence of landlord or landlord's agents who enter without tenant consent.
6. **RESIDENTIAL LIVING STANDARDS:** The tenant agrees to comply with, and the landlord agrees to exercise reasonable efforts to maintain the residential living standards as follows: **Guest of the opposite sex:** Visitors of the opposite sex are permitted in living room and kitchen, but not in the sleeping room area. Visiting hours may begin after 9:00 a.m. and extend until 12:00 a.m. Sunday-Thursday. On Friday and Saturday night, visiting hours may extend until 1:30 a.m. Landlords may establish a shorter visiting period within the time frame stated above if proper notice is given to tenants. This policy applies to all housing units occupied by single students. **Conduct:** All students shall be required to conduct themselves in a lawful manner. There shall be no alcohol, tobacco in any form, or illegal drugs consumed nor stored on the premises. Conduct standards include abstaining from obscene or indecent conduct or expressions, or other offensive materials, expressions or conduct, or disruption of the peace which, in the sole discretion in judgment of the landlord is not permitted in student housing. All guest of students must comply with the Residential Living Standards while on the premises. **Violating of the standards by the tenant shall be sufficient cause for eviction.**
7. **MISCELLANEOUS STUDENT OBLIGATIONS:** The student agrees to use the property as his or her personal residence and to comply with all applicable city, county, and state laws in use of the property. The tenant shall maintain the interior of the property in a reasonably clean and safe condition, use reasonable care in consumption of utilities and services furnished by the landlord, and avoid unreasonable noise or other disruption of the privacy and peaceful enjoyment of premises by the other tenants. The tenant shall be responsible for any damage to the property beyond reasonable wear and tear by the tenant, members of the tenant's family, or other persons invited on the property by the tenant. The tenant shall not make, or cause to be made, any alterations to the property or its contents without first obtaining the written consent of the landlord.
8. **REPAIRS AND MAINTENANCE:** The landlord agrees to maintain, at his or her expense, both the interior and exterior of the property and any provided furnishings or appliances in safe, sanitary, and operable condition and in compliance with all applicable state, county, or city laws. The landlord shall respond in a reasonable amount of time to any tenant complaint about a failure of the facilities to comply with the Snow College minimum specifications or any other applicable laws.

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- 9. **LIABILITY OF LANDLORD:** Landlord shall not be liable for any damages or losses to person or property caused by the tenant, other persons, the elements, fire, theft, or other catastrophes unless the same is due to the negligence of the landlord. Losses sustained by the tenant from such causes are not covered by the landlord's insurance policy, Tenants are strongly advised to secure insurance to protect his or her property from such occurrences.
- 10. **FIREARMS, WEAPONS, AND EXPLOSIVES:** Unless prior written consent is received from the landlord and all other tenants in the rental unit, the tenant may not store, keep, or maintain on the premises any firearms, explosives, or dangerous weapons, including knives, or other items which, in their intended use, are capable of inflicting serious personal injury.
- 11. **PETS:** No animal or pet shall be kept on the premises.
- 12. **GUEST:** The tenant may not have over night guests without notice to and consent of the landlord. If consent is given by the landlord, a tenant shall have only over night guests of the same sex and must give notice to and have consent of the other tenants in the living unit. The landlord may charge the tenant having over night guest a fee in the amount of a pro rate portion of the rent unless a fee is agreed to elsewhere in this contract. All guests must comply with the Residential Living Standards when on the premises.
- 13. **RENTAL DEPOSIT:** The landlord may apply the rental deposit to any of the following obligations of the student : (1) rent owed under the terms of this contract, (2) damage to the property done by the tenant individually or by persons invited on the property by the tenant beyond reasonable wear and tear, (3) other cost provided for in this contract, and (4) cleaning of the unit, reasonable wear and tear excepted. The balance of any deposit and prepaid rent, if any, and a written itemization of any deduction from the deposit, and reasons therefore, shall be delivered or mailed to the tenant within 30 days after termination of the tenant or within 15 days after receipt of the tenant's new mailing address, whichever is later. The tenant shall notify the landlord or designated agent of the location where payment and notice may be made or mailed. If there is damage to the rented premises, this period shall be extended 30 days. If the landlord in bad faith fails to provide the tenant the appropriate deposit and statement within the applicable time period stated above, the tenant may recover the full deposit, a penalty of \$100, and court cost.
- 14. **TERMINATION BY LANDLORD:** In any of the following instances the landlord may elect to terminate this lease and re-enter and take possession of the premises after notifying the tenant in writing pursuant to Utah Law: (1) failure of the tenant to make any payment required under this agreement when due, (2) when the cost of damages caused by the negligence of the tenant or his or her invitees exceeds the amount of the rental deposit, (3) when the tenant causes any material, substantial, or continuing breach of this agreement, (4) when the tenant violated the Residential Living Standards, recklessly endangers human life, assaults, harasses, annoys, disturbs the peace of, intentionally damages, defaces or destroys the property of or threatens physical harm against other tenants, and landlord or its agent or when the tenant suffers, permits, or maintains any nuisance, or any health or safety hazard on the premises. Landlord shall re-enter and take possession under the terms of this lease only by lawful means of force, lockout, or termination of essential services. If the landlord re-enters the premises in accordance with this paragraph or any other provisions authorizing forfeiture, the landlord shall use his or her best effort to re-rent the premises on reasonable terms and the student agrees to pay landlord any differences between rent agreed herein and rent collected from re-rental of the premises for the remaining term of this lease. If the student, without just cause, fails to comply with legal notices of eviction and court orders, the student agrees to pay all costs of eviction including legal penalties provided by law and a reasonable attorney's fee.

Tenant Signature _____ Date _____

Manager/Agent Signature _____ Date _____