

SILVER PINES CONDOMINIUMS
SILVER PINES CONDOMINIUMS, LLC
LEASE AGREEMENT

This agreement entered into on the _____ day of _____, **20** is between **SILVER PINES CONDOMINIUMS, LLC**; hereinafter called the Owner, and, _____ hereinafter called the Tenant; for the use of the following premises as a private residence only: **Unit** _____.

Rent is \$ _____ per month, due and payable on the **1st day of each month**
Late Fee of **\$75.00** will be assessed if rent is not received by Owner by 5pm on the 5th day of each month and will increase **\$10.00** per day thereafter until rent and fees are paid
Security Deposit equal to one month's rent will reserve premises for Tenant (see Security Deposit below)
Application Fee is **\$45.00** paid at time of application
Bank Fee of **\$25.00** will be assessed for each returned check
Service of Notice Fee is **\$50.00** for each occurrence
Month to Month Fee of **\$100.00** is added to rent after the lease term expires if lease is not renewed (new lease)
If applicable, **Pro-rata Rent** from date indicated below to end of partial beginning month is \$ _____

Term of this agreement shall commence on the _____ day of _____, **20** and will end on the last day of _____, **20**. Tenant will be responsible for rents and other fees per this agreement through the end of the lease period, or until the unit is re-rented to a qualified Tenant, whichever comes first.

Security Deposit shall be payable on or before signing this agreement. The security deposit will be refunded to the Tenant if all of the conditions of this agreement are fulfilled including but not limited to:

- Term of agreement has been met and thirty (30) day advance written notice of intent to vacate is given to the Owner indicating the specific date the unit will be vacated and cleaned.
- The unit available to be shown to prospective Tenant within fifteen (15) days prior to departure, at a time convenient to both parties.
- The premises thoroughly cleaned and sanitized including all equipment, appliances, furniture and furnishings therein and shall surrender the unit, at termination hereof, in as good condition as received, allowing for normal wear and tear. **Carpets must be professionally cleaned.**
- Final inspection, which will occur after property is vacated, indicates that no additional cleaning or repairs are required and all keys related to the premises have been returned to Owner.

If unit is unclean or damaged, deposit will not be refunded until the costs to correct the condition can be ascertained. If the condition is the same as when originally occupied, the refundable deposit will be returned in a timely manner. In the event that cleaning and repair costs exceed the deposit amount, Tenant will be responsible for the additional cost. Tenant does not have the option to use deposit as rents or fees.

In the unlikely event the premises are not available for occupancy on the commencement date, occupancy will start as soon as possible thereafter and Owner shall not be liable for delay. This agreement will automatically renew on a month-to-month basis unless written notice is given by either party. Lease may only terminate at the end of a month unless agreed otherwise. A month to month fee will be added to the monthly rent in the event Tenant remains after the term expiration without renewing lease (signing a new lease), no notice is necessary.

30 Day Advance Written Notice of Intent to Vacate must be provided by Tenant to Owner at least thirty (30) days prior to desired date to vacate after original lease term. Tenant is responsible and liable for rent, fees and any other related costs for the term of the agreement and if terminated early all related costs in renting to another tenant.

Rent Increase Notice must be provided by Owner to Tenant at least **thirty (30) days** in advance of any pending rent increase after the original lease period. Rental rate is for unfurnished premises.

Gas and electric utility companies must be notified by Tenant of occupancy and responsibility for payment within two (2) days after lease start date. **If not done, Tenant will be charged actual utility costs plus a \$50 accounting**

and processing fee. Costs for water, sewer, garbage, lawn-care, snow removal, etc. will be managed by the Owner and/or HOA.

Tenant shall **maintain the premises** at their own expense and Tenant, its guests and other occupants shall comply with all **rules and regulations** which are considered part of this lease; and if violated, may be cause for eviction:

- Occupants shall not be disorderly, boisterous or unlawful and shall not disturb the rights, comforts, or convenience of other persons in or around the property. This includes loud parties or other disturbances that infringe upon the peaceful living environment of other Tenants, occupants or the neighborhood.
- Tenant shall be liable to Owner for damages caused by Tenants, guests or other occupants.
- Premises (both inside and outside) shall be kept clean, sanitary and orderly, including debris, junk cars, etc. Tenant agrees to maintain the premises, appliances, furnishings, and fixtures in good condition throughout the term of this agreement. Sidewalks, steps, entrance halls, walkways, breezeways, and stairs shall not be obstructed or used for any purpose other than ingress or egress. Balconies, windows, parking and all premises shall be clean and clear of any property that may affect the aesthetics of the property. Large trucks, trailers, recreational vehicles, snowmobiles, boats, etc. are not allowed without prior written approval of Owner.
- Vehicles are limited to Tenant assigned spaces only. Inoperable and unlicensed vehicles are not allowed on the premises. All vehicles must comply with applicable laws and city ordinances.
- Reckless or careless driving on the premises will not be tolerated.
- Guests are welcome but must not stay longer than five (5) days without written permission from Owner. Tenant is responsible for the behavior of their guests and other occupants. Number of occupants per unit is limited to a single family or three (3) individuals eighteen (18) years of age or older and in no cases shall there be more than five (5) persons occupying the premises/unit.
- Once Owner notifies Tenant, in writing, that Owner is dissatisfied with care of property, Tenant shall remedy the problem within seven (7) days.
- Illegal drug use, sale, manufacture, distribution, or other criminal activity on or near the leased property will not be permitted.
- No littering (including cigarette butts) anywhere related to the premises (common areas, outdoors, etc.).
- Smoking is prohibited in buildings, units, garages, breezeways, entrance halls, and stairs; also on balconies, near buildings or play areas. Persons must be at least twenty five (25) feet away from buildings and play areas to smoke. If smoke drifts to prohibited areas, smoking may need to be further than twenty five (25) feet away. Second hand smoke is defined as a nuisance and as with all rules may be a cause for eviction. Tenant acknowledges that smoking damages the premises and agrees to pay for any such damage.
- No pets or animals allowed. Owner may collect a **fee of \$50 per day** per violation. All costs of cleaning, de-fleaing or other damage or loss suffered on account of a violation of this section shall be promptly paid to Owner by Tenant. Specific situations such as disabilities may necessitate Seeing Eye dogs or other pets. This will require written approval from Owner. **Monthly fee or non-refundable deposit** (circle one) of \$_____ (Tenants Initial _____) will be added to rent if pet is approved. Tenant must clean-up after pets (feces, etc.) and not allow them to damage or cause additional wear and tear inside or outside.
- No Pests. Tenant warrants and represents that none of the items brought onto Owner's property or the premises have been exposed to pests and that all such items have been inspected by Tenant. Tenant agrees that during its tenancy, it will warrant to Owner that no infested items will be brought near the Owner's property. Tenant further agrees to be responsible for pests which exist or whose existence is supported by the actions or inactions of Tenant, particularly issues relating to cleanliness of the premises. Tenant agrees that it will be responsible for all costs relating to removal, extermination, control, cleanup, management, damage etc. of pests which are either brought in by or is the responsibility of Tenant, its guests, occupants, or others (intentionally or not) and indemnify and hold harmless Owner from any and all damages relating to pests. Pests include but are not limited to cockroaches, bed bugs, mice, ants, and moths. Tenant agrees to notify Owner immediately of any violation of this provision or infestation of any pests within the premises. Tenant may hire any licensed and bonded pest control/extermination company to remedy such infestation but shall notify Owner prior to such company entering the premises.
- The premises are to be used only as a residence and may not be used for any business.
- Garbage shall be disposed of only in appropriate receptacles.
- Facilities, amenities, and common areas are available to Tenant as a privilege and not as a right granted under this agreement; and are to be used wholly at the user's risk. Any person including Tenant may be restricted from usage at Owner's sole discretion.
- Illegal activity committed while a tenant or previously to becoming a Tenant that was not disclosed or is

unresolved shall be considered a breach of this agreement. This applies to any occupant, or guest as well. Tenant must fully disclose all prior criminal activity including but not limited to convictions, pending charges, plea bargains and being on any sex offender's list.

- Rules and regulations include signs/notices posted on premises, letters/notices occasionally provided to each unit by Owner and applicable revisions. Tenant acknowledges such rules and regulations and agrees to be bound by them. Such rules may be changed or modified at any time. Owner, owner's representatives or agents and Tenants shall be held harmless for reasonable enforcement of rules and regulations.

Noncompliance to any rules and regulations will not be tolerated and will be grounds for eviction.

Tenant is **not allowed to assign this agreement or sub-lease unit** or any portion of the property. All persons must fill out application and be approved by Owner prior to tenancy. Any person(s) occupying unit without Owner approval and permission will be subject to eviction. Tenant will be responsible for any damages and rents due to Owner that result from an unapproved occupancy.

Repairs will be made by Owner's designated representative. Tenant agrees to not attempt to make repairs or alterations nor hire or allow any third party to perform work on the premises without Owner's prior written approval which consent may be withheld for any or no reason. Tenant agrees to request all repairs and services in writing. This applies to painting, wallpapering, stickers, changing locks, applying or attaching anything to walls or ceilings that will require corrective maintenance, etc. Tenant is responsible for, and will reimburse Owner within five (5) days of repairs for, any damages or loss caused to the premises (excluding repairs, restorations and replacements considered normal wear and tear which will be paid for by Owner). If damage is substantial, Owner may terminate lease. Tenant shall indemnify Owner from any liability to any unapproved third party.

Owner will be **granted entrance** to premises within twenty four (24) hours of notice to Tenant if time permits. Owner maintains the right to enter unit during reasonable hours with or without notice to examine, inspect, make repairs, provide general or preventive maintenance, replace filters, leave any notices, violation of any part of this agreement or other reasonable business purposes while Tenant is present or not present in the premises. Also Owner may enter at any time if at the sole discretion of the Owner an emergency may exist. Owner may secure the premises at any time Owner deems, in its sole opinion, that the security of the premises may have been compromised, including but not limited to death of a Tenant, incarceration or hospitalization of a Tenant, usage of the premises by non-Tenants, and protection of people or property.

Owner shall have the right to temporarily **turn off equipment and interrupt utilities** to avoid damage to property or to perform repairs or maintenance which require such interruption. In case of malfunctions of equipment or utility damage by fire, water, or other cause, Tenant shall notify Owner immediately. Owner shall act with due diligence in making repairs; the lease shall continue, and rent shall not abate during such periods.

Tenant will be deemed in **default** upon failure to pay rent, deposits, fees or other amounts agreed, failure to perform any part of this agreement, violation of any rules or regulations, abandonment of premises (fourteen (14) consecutive days of absence without first notifying Owner equates to abandonment), any violation of law, failure to vacate premises on time. All cost incurred as a result of breach of contract will be due immediately including but not limited to collection service fees is used to collect funds due Owner. Tenant will pay an additional forty percent (40%) of collection costs and all legal fees of collection, with or without suit, including attorney's fees and court costs. A \$50 charge will be assessed tenant for each notice served to Tenant (3-Day Pay, Quit Notice, other legal notices served, etc.). Default is grounds for immediate termination and eviction.

Tenant acknowledges and accepts the existing **conditions of the unit** to be rented as is. Tenant has the right to inspect the premises prior to signing this agreement and Tenant acknowledges that the premises (including appliances, furnishings, and fixtures) are in clean, safe, sanitary and good-working condition and that any exception has been delivered to Owner in writing within forty eight (48) hours of taking of possession of the premises. Owner makes no warranty of any kind, expressed or implied, and relies upon the fact that Tenant has inspected the premises.

Tenant acknowledges and agrees a smoke detector and carbon monoxide detector is in place and is operational. Tenant agrees to test the **detectors** at least once a month. If the detectors are battery powered, Tenant agrees to pay for and replace the batteries as needed. If after replacing the batteries, the detectors do not work, Tenant agrees to inform the Owner immediately in writing. If the detectors are not battery powered, Tenant agrees to inform the Owner immediately in writing of any malfunction.

In accordance with the Servicemembers' Civil Relief Act, if Tenant is a member of the **military** and receives a permanent change of station orders to a distant station, then Owner agrees to release Tenant from this lease after thirty (30) day notice period, receipt of certified copy of the official orders and Tenant has complied with all other terms of this agreement. If Tenant joins the military (active or reserve); Tenant will notify Owner immediately in writing.

Once executed, this agreement **may not be cancelled** by Tenant without the express written consent of the Owner. Tenant will **not be released** from this agreement (excluding military exception above and/or unusual extenuating circumstances agreed to in writing) including but not limited to voluntary or involuntary business transfer, voluntary or involuntary school withdrawal or transfer, bad health, marriage, divorce, loss of employment, loss of co-Tenants, problems with other Tenant, or any other reasons. If Tenant vacates prior to the expiration of the term, this agreement shall be enforced in full, with all monies and future rent through the latter of the end of the initial term or required notice period due and payable immediately. In the event Tenant files a bankruptcy and fails to accept this lease through the bankruptcy, this agreement shall be deemed to be a tenancy at will with rent payable daily and calculated at the current monthly rate divided by the days in the month, all other obligations shall remain in effect.

This agreement, as executed, is **subordinate** to the deeds or deeds of trust and/or mortgage financing the premises, which are of record or may become of record during the term of this Lease. Tenant agrees to be the Tenant of a new Owner or landlord of the premises upon such new owner's acquisition of the premises and agrees that foreclosure by a beneficiary under a deed of trust or by a mortgage shall not void this agreement. Tenant agrees that Owner may conduct background, criminal history, and credit checks at any time after application, during the term of this agreement or thereafter. Tenant grants **consent** to any and all persons to disclose information about Tenant. In the event the premises are condemned or access is restricted as a result of any type of governmental action, Owner shall not be liable for any damages to Tenant.

Owner will **not be liable** for any damages or losses to person or property caused by any person/Tenant including, but not limited to, any theft, burglary, assault, vandalism or other crimes. Owner shall not be liable for personal injury or for damage to or loss of Tenant's personal property (furniture, jewelry, clothing, etc.). Owner shall not be liable to Tenant for any type of damages from fire, flood, water leaks, theft, rain, hail, ice, snow, smoke, structural problems, environmental issues, toxics or contamination left by prior Tenants, explosions, interruptions of utilities or acts of God or negligent behavior of Owner. Tenant agrees to defend, indemnify and hold harmless Owner against any and all claims, expenses and liabilities of any kind including contamination (mold, mildew, etc.) regardless of the source. Tenant acknowledges that Owner/landlord insurance does not cover Tenant's possessions. Tenant may acquire insurance and **Owner strongly encourages that tenant secure renters insurance to protect against property loss and/or occurrences such as above.**

This agreement is the **entire agreement** between the parties. It may be modified only in writing signed by all parties except for reasonable rule revisions or additions to the Owner's rules and regulations. No oral agreements have been made. Each Tenant is jointly and severally liable for each provision of this agreement. Liability under this agreement continues until all occupants and Tenants fulfill each requirements of this agreement and vacate the premises or a new lease is signed. Owner shall be entitled to **recover costs** of collection, attorney's fees and all other costs of litigation from the defaulting party. All amounts past due and/or in any lawsuit judgment shall bear interest from due date at the rate of twenty four percent (24%) per annum compounded daily until paid. This agreement may not be assigned by Tenant nor can Tenant sub-let the premises. In the event obligations under this agreement or its addendums is assigned to a licensed collection agency or attorney, a collection fee of forty percent (40%) of the debt/obligation shall be added to the obligation of the created herein as allowed by Utah law. If Tenant

fails to fulfill the terms of their obligations within this agreement, a negative credit report reflecting the Tenant's credit may be submitted to a credit-reporting agency. Tenant covenants to indemnify and hold harmless Owner for and against any and all liability, arising from injury during the term of this lease to person or property, occasioned wholly or in part by any act or omission of Tenant, or of the guests, employees, assigns, or subleases of Tenant. In accordance with statues, **handicapped premises** have been provided by the owner. If required, Tenant will notify Owner of any needed accommodation. Owner shall not be liable for damages suffered by Tenant.

Any clause declared invalid by law shall not invalidate the remainder of this agreement. This is a binding legal document. Tenant acknowledges reading agreement and any addendums before signing. Tenants are jointly and severally liable for all the terms, conditions, and payments due pursuant to this agreement.

The word Tenant means and applies to all Tenants of premises. The word owner means Owner, or Owner's Representative or Agent.

Tenant(s)

Sign

Date

Sign

Date

Sign

Date

Owner/Owner's Agent

Sign

Date

**Property Manager
840 S. 130 E. #F104
Vernal, UT 84078**

**Silver Pines Condominiums
8703 S. Sandy Parkway
Sandy, UT 84070**