

Appendix III

Residential Rental Agreement (HOA)

This is a legally binding contract. Read the entire document carefully before signing.

Parties

being all the allowed Occupants of the Premises eighteen years of age or older (hereinafter collectively referred to as "Resident"); and

being all the allowed Occupants of the Premises under the age of eighteen; and the herein named rental unit owner (hereinafter referred to as "Owner").

THIS AGREEMENT, entered into the date first written below is between the parties listed herein for the Premises located as follows:

Premises

_____ located _____ in _____ County, State of Utah (herein referred to as the "Premises") is for use as a private residence only, according to terms set forth herein. No other occupants shall reside in the Premises except as listed above. Occupancy by guests remaining more than three consecutive days or more than five days in any calendar quarter will be considered to be a violation of this provision unless prior written consent is given by Owner.

Rent and Fees

Monthly rent \$ _____ Pro-rata rent for move-in from _____ to _____ in the amount of \$ _____

Late Fee \$ _____ plus \$ _____ per day after and inclusive of the _____ day of each month

Month to Month Fee \$ _____ Service of Notice Fee \$ _____ Lease Initiation Fee \$ _____

Security Deposit \$ _____

Term

The initial term shall commence on the _____ day of _____, 20____ and will end on the last day of _____, 20____. Occupancy will start on the commencement date unless the premises are not ready for occupancy. Owner shall not be liable for any damages in the event the premises are not available for occupancy on the commencement date. This agreement will automatically renew on a month-to-month basis unless written notice of termination is given by either party at least thirty (30) days before the initial term ends. The above month to month fee shall be added to the Monthly Rent in the event Resident remains in the Premises after the expiration of the Term. Notice is necessary. Additionally, Owner may increase the rent on a month to month tenancy upon thirty (30) day written notice. In the event this agreement extends beyond the term above on a month to month tenancy, such tenancy shall then terminate only on the last day of a month. The Lease Initiation Fee above shall be paid upon execution of this agreement and shall be deemed consideration for the institution of this agreement and is not a deposit.

Security Deposit

1. Resident agrees that security deposit above shall be payable on/or before signing of this agreement. Any sums due or owing by Resident to Owner may at any time be deducted from said deposit; deductions shall be used to pay non-rent items first. Resident agrees to promptly reimburse the security deposit within five (5) days after notice is given and Resident may not apply any portion of the security deposit to any month's rent. **Resident's security deposit will be refunded in full, if all of the conditions of this agreement are fulfilled, including:**

a. The full agreement term has expired or the agreement has been terminated without default of Resident and Resident has not "held over." "Held over" means the Resident is still in possession of the Premises after either party has given the other notice of termination.

b. Resident has provided a written thirty (30) day notice of intent to vacate to Owner prior to the original date of termination or original expiration and/or thirty (30) days prior to the last day of the month Resident intends upon vacating. This provision does not allow Resident to terminate the lease prior to the expiration of the initial term but does require at least thirty (30) days notice of intent to vacate at all times.

c. Resident has no other monies due pursuant to any term or condition of this agreement or any other amounts due to Owner from any other agreement, arrangement, addendum, or other indebtedness.

d. Resident has thoroughly cleaned the Premises, appliances, and fixtures. Resident acknowledges that there are specific charges that Owner may charge for cleaning and damages. Those charges are agreed to by Resident and Resident does affirmatively agree to have Owner's agents inspect the premises prior to move-out. The Owner will be entitled to and may deduct from the security deposit monies due pursuant to the Owner's cleaning charge list and all other reasonable charges to accomplish cleaning or repair from damage to allow the premises to be re-rented.

e. All individuals using or occupying the Premises have surrendered the Premises to Owner, and all keys to the mailbox, storage rooms, Premises, and all other keys related to the Premises are turned in to the Owner.

2. Within thirty (30) days following the later of Resident's surrender of said Premises to Owner or Resident providing a forwarding address, Owner will forward the balance of the security deposit less all deductions with an itemized statement of any deductions made.

3. It is the Resident's obligation to provide Owner with all required notices prior to move-out and arrange for an inspection of the Premises by Owner using the Move-In and Move-Out Inventory and Condition Form. Resident agrees to the charges as stated and as may be amended on the Move-out Form. In the event there are charges in excess of the security deposit, Resident agrees to pay such amount upon demand.

August 2018

Move-Out Notice

In a month-to-month tenancy or end of lease term termination, at least thirty (30) days written notice of intent to vacate must be given to Owner by Resident prior to move-out. In the event of a month to month extension, the agreement term shall extend to, and the rent shall be paid through the last day of the calendar month; in other words, the last month's rent must be a full month without any prorations (unless otherwise agreed to in writing by Owner). This lease may only terminate on the last day of a month unless otherwise provided by law or by agreement with Owner.

Credit Checks

Resident agrees that Owner may conduct background, criminal history, and credit checks at any time after application, during the term of this agreement or thereafter so long as Resident has an outstanding balance due to Owner. Resident agrees to inform Owner of any changes in employment for so long as Resident has obligations owing to Owner.

HOA Fees

Resident agrees to pay all Home Owner Association fees accessed to Owner. These fees shall be paid within five (5) days of notice by Owner of the assessment. Owner and Resident may agree to have the fees paid directly to the Home Owners Association. These fees shall be deemed rent. It is agreed that the Home Owners Association is a third party beneficiary of this agreement but its obligations are limited to those obligations to any other owner.

HOA Rules

Resident agrees to abide by all rules, regulations, and policies currently enacted by the Home Owners Association (HOA) and those that may be enacted by the Home Owners Association. To the extent that the Home Owners Association may give specific instructions to Resident, Resident agrees to abide by such requests or instructions to the extent allowed by law. Any fines assessed by the Home Owners Association resulting from Resident, its guests, family members or visitors shall be paid by Resident. In the event the actions of Resident violate the rules, regulations, or policies of the Home Owners Association, such shall be deemed a significant breach of this agreement which shall allow Owner without chance to cure to seek eviction. Resident acknowledges that the rights of Resident to the premises are restricted by the governing documents of the HOA. In the event, Owner loses rights pursuant to those governing documents, Resident shall also lose the same rights. In the event of foreclosure by the HOA, Resident agrees that this agreement may be terminated by the HOA with thirty (30) days written notice.

Rules & Regulations

Resident, its guests and other occupants shall comply with all written rules and regulations of the HOA which shall be considered part of this lease. Such rules and regulations shall be available for review from the HOA, however, Resident acknowledges that Resident is aware of such and agrees to abide by them. Owner or the HOA may make reasonable rule changes if made in writing and notice is given as required by law. Resident agrees that the conduct of Resident, his guests or other occupants shall not be disorderly, boisterous or unlawful and shall not disturb the rights, comforts, or convenience of other persons. Resident shall be liable to Owner for damages caused by Resident, its guests or other occupants. The Premises and other areas which are reserved for Resident's private use shall be kept clean and sanitary by Resident. Garbage shall be disposed of only in appropriate receptacles. Swimming pools, storage rooms, laundry rooms and other facilities, amenities, and common areas are available to Resident as a privilege and not a right granted under this agreement, and are to be used wholly at the user's risk. Any person including Resident may be restricted from usage at Owner's or the HOA's sole discretion. All written rules may be enforced through Owner's, agents, or the HOA, and Residents shall hold same harmless for reasonable enforcement. Owner or the HOA may regulate the manner, time and place of all parking. Owner and/or the HOA may regulate, limit, or prohibit from the premises the following: motorcycles, bicycles, tricycles, skateboards, weight equipment, treadmills, recreational vehicles, boats, trailers, inoperable vehicles, furniture movers, delivery men, solicitors, guests who have lived or stayed in Resident's Premises without Owner's prior written permission, former tenants, and guests who, in the Owner's reasonable judgment, have been disturbing the peace, disturbing other residents, may cause a threat to other residents or who have or may be violating rules and regulations. Resident acknowledges the review of such rules and regulations and agrees to be bound by them.

Release of Resident

Resident will not be released on grounds of voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, loss of employment, marriage, divorce, loss of co-residents, bad health, problems with other tenants, or any other reasons, unless otherwise provided in this agreement or mandated by law. Upon vacating prior to the expiration of the term, this Agreement shall remain enforced in full, with all monies and future rent (through the end of the initial term) immediately due and payable. In the event Resident files a bankruptcy during its tenancy, this agreement shall be deemed to be a tenancy at will with rent payable daily and calculated at the monthly rate divided by 30, all other obligations shall remain in effect.

Premises Condition

Resident has the right to inspect the Premises prior to signing this agreement and Resident agrees to conduct whatever inspection of the Premises is needed prior to signing this lease. Resident acknowledges that the Premises have been inspected, are satisfactory in condition, and all existing damages have been acknowledged in writing by Owner. Resident by taking possession of the Premises evidences the fact 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 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 Resident has inspected the Premises. Resident agrees to maintain the Premises, appliances, furnishings, and fixtures in good condition throughout the term of this agreement (excepting normal wear and tear). Resident will return the Premises to the Owner in the same condition as when Resident moved in (subject to normal wear and tear). Resident agrees to make no alteration to the Premises (including painting, wallpapering, stickers, new locks, etc.) without first obtaining the prior written consent of the Owner, which permission may be withheld for any or no reason.

Repairs

Resident agrees to request all repairs and services in writing from Owner. Owner and/or the HOA 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, Resident 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. Resident will also be responsible for, and will reimburse Owner for, any damages or loss caused by the negligence, carelessness, abuse or intentional misconduct of Resident, Resident's family, occupants, pets, or guests. If the damage to the Premises, regardless of how caused, is substantial in the reasonable judgment of Owner, Owner may terminate this lease by giving written notice to Resident. The costs of repairs, restorations and replacements shall be paid for by the Owner if rendered necessary by normal wear and tear. Otherwise, if such repairs, alterations or replacements are rendered necessary by the negligence, carelessness,



accident or abuse of Resident and/or Resident's guests then all such costs shall be paid by Resident. Resident agrees to reimburse Owner for all such costs within five (5) days of notice. Such reimbursement shall be a priority payment over all other obligations of Resident to Owner. Owner may periodically deduct such costs from Resident's security deposit and Resident agrees to promptly reimburse security deposit to its original amount. It is agreed that Owner carries insurance for its protection and that Resident is not a beneficiary of such insurance. **Resident shall be responsible to Owner for all costs of repair for damages as stated herein regardless of Owner's insurance.**

Right of Entry

Unless otherwise restricted by law, Owner may enter the premises during reasonable hours with or without notice in order to inspect, make repairs, provide general or preventive maintenance, replace filters, leave any notices or other reasonable business purposes while Resident is present in the Premises. If resident is not present at the Premises, then owner will have the same right to make such entries by duplicate or master key but will leave written notice of and the reason for any such entry made. If, in Owner's opinion, there exists an emergency or a violation of this agreement exists, Owner may enter without notice at any time for any inspection, repair, or to determine the condition or occupancy of the premises. It is the intent of the parties hereto that this provision grant to Owner immediate access if Resident is in default of any term of this agreement and that this provision be interpreted with the existing law to grant as broad and timely access as possible and permissible. Any request for maintenance or repairs shall be deemed to give Owner authority to enter the premises without further permission unless specifically restricted in writing from Resident. Owner may secure the premises at any time Owner deems, in its sole discretion, that the security of the premises may have been compromised, including but not limited to death of a Resident, incarceration or hospitalization of a Resident, usage of the premises by non-residents, and protection of Owner's security.

Mold & Mildew

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 as against Owner 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, Resident's guests, occupants, 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 agrees to immediately notify Owner of the existence of any mold or mildew within the premises.

Military Clause

In the event Resident is or becomes a member of the Armed Forces on extended active duty and receives change of station orders to permanently depart the local area, then resident may terminate this agreement by giving thirty (30) days written notice as provided herein and by the Act. Resident agrees to furnish Owner a certified copy of his official orders which warrant termination of this agreement. Permission for base housing does not constitute a permanent order. Other termination as provided under the Servicemembers' Civil Relief Act will be allowed as provided by that Act.

Government Action

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 Resident including alternate housing, damage to personal property, replacement of personal property and any other consequential damage. Such action may include any action by any governmental agency or entity including but not limited to health departments, division of environmental quality, fire departments, police, zoning departments, etc. If the action is taken, Resident shall be relieved of rental obligations effective the date that access is restricted or prevented **unless** the cause of such governmental action relates to actions of Resident, its guests, or occupants.

Limited Liability

Owner will not be liable for any damages or losses to person or property caused by any Resident or any other person, including, but not limited to, any theft, burglary, assault, vandalism or other crimes. Owner shall not be liable for any personal injury to Resident unless caused by **gross negligence** of Owner. Owner shall not be liable for damage to or loss of Resident's personal property (furniture, jewelry, clothing, etc.) from any cause including but not limited to fire, flood, water leaks, theft, rain, hail, ice, snow, smoke, structural problems, explosions, interruptions of utilities or acts of God or negligent behavior of Owner or its agents unless such injury or damage is caused by **gross negligence** of Owner or its agents. **OWNER STRONGLY RECOMMENDS THAT RESIDENT SECURE RENTERS INSURANCE TO PROTECT AGAINST ALL OF THE ABOVE OCCURRENCES.** Resident agrees to indemnify and hold harmless Owner and the HOA from any and all liability for actions or inactions of Resident which cause damage or injury to any party or person. Resident agrees that locks and latches are acceptable subject to Owner's duty to make needed repairs upon request of Resident. Upon payment of a reasonable charge, Resident shall have the right to require Owner to change (re-key) a doorlock for a fee. Resident may not place its own locks on the Premises. Resident shall pay for and replace smoke detector and/or carbon monoxide detector batteries as needed. This agreement is subordinate to all present or future mortgages or security interests placed on the property of which these premises are a part. Each Resident is responsible for its own personal security and the security of its property. It is acknowledged that the premises have been occupied and used by other individuals and that Owner cannot represent what such persons have had or done within the premises. Resident acknowledges that it will not hold Owner, its agents, or employees liable for prior actions within the premises by other occupants or their guests including such actions that may have unknown continuing residual effects on the premises.

Disability

To the extent Owner is required by law, Owner may reasonably accommodate all handicaps and disabilities as defined under state and federal laws. It is agreed that Resident shall notify Owner of any need relating to a disability or handicap in writing (if possible) to insure the proper procedures are implemented to comply with existing laws. In the event Resident fails to notify Owner, Owner shall not be liable for damages suffered by Resident. It is agreed that Owner is under no obligations to accommodate Resident until proper notification with supporting documentation (if necessary) is provided to Owner and only to the extent Owner is obligated to comply with the fair housing laws.

Default by Resident

The following events shall constitute events of default (a) failure to pay any rent, deposits or other amounts agreed to herein or any other sums due and owing by Resident to Owner pursuant to any terms of this agreement; (b) failure to perform all or any part of this agreement or a violation of this agreement or any of the rules and regulations adopted by Owner or of any law; (c) Resident's abandonment of the premises--abandonment is hereby agreed to mean Resident's absence from the premises for fifteen (15) consecutive days without first notifying Owner in writing and with the rent unpaid and no reasonable evidence that Resident is occupying premises other than items of personal belongings left in said Premises OR by vacating the premises without providing appropriate notice; (d) if Resident holds over and fails to vacate on or before the required move-out date (i.e., the end of current lease term, the end of the month or any renewal or extension period, or the move-out date properly noticed as required herein) Resident shall be liable to pay triple rent for the hold-over period and to indemnify Owner and/or prospective Resident for damages including rental loss, lodging

expenses and attorney's fees. Hold-over rent shall be immediately due on a daily basis and delinquent without notice or demand. Resident shall be liable to Owner for any and all costs incurred as a result of any breach by Resident.

General

No oral agreements have been made. Nor shall any oral agreements be allowed between the parties during the term of Resident's occupancy. This agreement is the entire agreement between the parties and it may be modified only in writing signed by all parties except for the rules, regulations and policies of Owner and/or the HOA. This agreement integrates all previous agreements except those entered into concurrently. All of Resident's statements in the rental application were relied upon by Owner in executing this agreement, and any misinformation therein shall be considered **offset against rent** except as specifically allow and provided for by law. **Resident may not withhold rent or** Resident is jointly and severally liable for each provision of this agreement. In addition, each Resident shall be jointly and severally liable for any treble damages assessed pursuant to State law, even if one Resident vacates the premises appropriately. No Resident shall be released from this agreement unless in writing. Liability under this agreement continues until all occupants and Residents vacate or a new lease is signed. All obligations are to be performed in the County where the Premises is located. Owner's past delay or non-enforcement of rent payment due date or any other provision hereof shall not be a waiver thereof under any circumstances. To enforce any breach or in any lawsuit involving statutory or contractual obligations of Owner or Resident, the prevailing party shall be entitled to recover costs of collection, attorney's fees and all other costs of litigation from the non-prevailing 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.** Any clause declared invalid by law shall not invalidate the remainder of this agreement. In the event Resident brings a claim against Owner or its agents with a state or federal agency, Owner shall be entitled to recover as against Resident any attorney fees or costs and damages for its time (including an hourly rate for Owner or its agent's time) if the agency fails to make a finding against Owner. This agreement may not be assigned by Resident nor can Resident sub-let the premises.

Miscellaneous

Monthly Rent is due on or before the first day of each month by 5:00 p.m. Rent paid after such date and time is delinquent. If all rent and other accrued fees are not paid on or before the date stated in Rent And Fees above, before 5:00 p.m., Resident agrees to pay a late charge as stated above. Any check returned shall accrue such additional charges as allowed by law which shall be in addition to the late fees. In the event, Owner determines to serve any notice upon Resident due to Resident's failure to pay rent or for Resident's violation of this lease, Resident shall be liable to Owner for the Service of Notice Fee stated above. Owner may without notice require payments in money orders or certified funds. Acceptance of personal checks is not required. Electronic payments are not deemed received if paid after service of an eviction notice. Owner shall be entitled to reject and return such funds paid electronically if done so within 5 (five) days after Resident gives notice in writing of such payment. Resident shall notify Owner in writing when paying electronically. **Any dispute by Resident must be stated in a separate notice and not merely stated on the face or rear of a negotiable instrument.** As used in this agreement, rent shall mean all obligations of this agreement and addendums owed to Owner including but not limited to monthly rent, late fees, service fees, attorney fees, damages, month to month fees, court costs, pet fees, taxes, and security deposits. However, for accounting purposes only, payments shall be applied in the following order, first to damages, security deposits, late fees, services fees, month to month fees, court costs, attorney fees, any and all other amounts due, and lastly to rent. The lease initiation fee provided herein shall be deemed to apply to the operational costs of Owner in preparation of documents, files, and such other costs incident to the leasing of the premises. Resident's right to possession and all Owner's obligations are expressly contingent on prompt payment of rent, and use of the premises by Resident is obtained only on the condition that the rent is paid on time. Payment of rent shall be an independent covenant and all monies received by Owner shall be applied first to non-rental obligations of Resident, then to the oldest rental amounts due, regardless of notations on checks. After the term above, at least thirty (30) days prior written notice is required for any rent increase or changes in any other fees. Each Resident does hereby grant to each of the other Residents herein the power to sign documents binding all of the Residents as it may pertain to this tenancy and this agreement. By this agreement each resident herein grants a power of attorney to each other resident to bind all residents as it pertains to this agreement, addendums, notices, and pleadings which relate to this tenancy, including the ability to accept service of process and give notice to Owner.

Early Vacate

If Resident does not fulfill the entire term above (even if such failure is due to eviction by Owner), Resident shall be liable to Owner for the costs incurred by Owner as a result of the early termination. These costs are in addition to the other damages and rent (including future rent) that may be assessed pursuant to this agreement. They may include, but are not limited to: leasing agent costs, advertising expenses, turnover expenses, and such other costs incidental to re-renting the premises. If Resident vacates prior to the end of the initial term, all future rents under this Agreement shall accelerate and become immediately due. Resident shall additionally be responsible for damages, repayment of concessions, and such other provisions as contained herein. It is agreed that an eviction notice shall be deemed to terminate occupancy but NOT the obligations to pay rent under this agreement. It is agreed that termination notices pursuant to an eviction due to non-payment of rent or nuisance shall not relieve Resident from obligations for future rent until such time as the premises have been re-let. Eviction notices shall be deemed to be effective for purposes of possession rights to the premises and shall not release Resident from future rent obligations.

Rent Increases

If, during the lease term, taxes (non-property), Owner paid utilities, governmental fees, HOA fees or other common expenses paid by Owner increase in any year in excess of ten percent (10%), Owner may increase Resident's monthly rental amount in a pro-rata amount (formula to be determined by Owner) with thirty (30) days written notice. In addition, if any utility, the HOA, or governmental entity creates a new fee, tax, or assessment at any time during the tenancy, such amount may be assessed directly to Resident as stated herein or as otherwise assessed by such entity. Business license fees may be directly passed on to Resident as they are imposed by any municipality. Payment of such amount is due ten (10) days after Owner sends the billing. Owner may not assess Resident in an amount greater than Owner is assessed.

Tax Pass-Through

Owner may pass through to Resident the amount of the property taxes assessed against the premises. Such amount shall be billed monthly and be deemed to be part of the rent due each month. Owner shall inform Resident of the assessment at the commencement of the term (or may commence such assessment at any time with thirty days notice) and may increase such assessment upon thirty (30) days written notice. Owner may utilize any such formula for prorating the tax assessment provided that the aggregate amounts billed to all residents may not exceed the actual



property tax for the entire property.

Illegal Activity

Resident may be evicted from the Premises without further notice or opportunity to cure for any illegal activity conducted by Resident, any occupant, or guest whether or not such activity is cited by a police authority. It shall be considered a breach of this agreement for any Resident or occupant to commit a criminal act on the premises *elsewhere* while a occupant of these premises. Prior undisclosed or unresolved criminal acts shall also be a breach. Resident shall notify Owner within five days of committing any criminal act during the tenancy.

Utilities

Utilities shall be used for ordinary household purposes only. Resident will provide and pay for all utilities except those listed below or those for which a separate agreement is entered into concurrently. All utility services whether provided by Owner or Resident, are subject to interruption or temporary termination for the purpose of repairs, alterations, or improvements to the Premises or for emergency reasons. Any such interruption or temporary termination of utility service shall not constitute a default by Owner, nor is Owner liable for interruption or termination. In any event, Resident shall be responsible for its own telephone service, cable service (unless specifically stated otherwise), and any other optional service which may be deemed a utility. Resident must obtain written approval to install a satellite dish and sign an addendum to this agreement. Resident shall establish the utilities for which it is responsible in its name immediately. If Resident fails to establish the utilities, Owner may at its option terminate this agreement or bill Resident a handling fee of \$25 per utility per month. It is required that all Residents have both gas and electrical service. Owner may establish a policy for payment of pro-rating utilities that are not directly metered, including but not limited to sewer, water, and garbage and may charge Resident a monthly administrative fee for such utility billing.

Utilities to be paid and established by Owner _____

Pets

Resident may not keep, allow, or maintain a pet of any kind on or near the premises for any length of time without the prior written consent of Owner. For any violation of this provision, in addition to Owner's other remedies, Owner may charge and collect the sum 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 Resident. Violation of this provision will allow Owner to commence eviction on the basis of nuisance without any further notice or opportunity to cure.

Lien

By this agreement, Resident grants to Owner a security interest in any and all property which is placed on the property of Owner pursuant to the Resident's occupancy of the Premises. This shall include any and all property in the Premises, storage areas, parking lots, common areas, or other Premises of Owner. This security interest shall become effective upon execution of this agreement. Owner shall have the right to retain such property and utilize it to satisfy any monies due under this agreement. Owner may file a security filing with any governmental agency as notice of this Lien. This security interest shall be deemed effective against all property in the premises and shall be in addition to the Landlord's Lien. Owner may inspect the Premises at any time that there is an unpaid balance due for purposes of preparing an inventory of the secured items.

Smoking

Smoking may or may not be allowed on the premises. Resident waives any right to a cause of action for a nuisance pursuant to Utah Code 78-38-1 (3) (smoke and second hand smoke) and holds Owner harmless for any damages relating to smoke. Resident acknowledges that smoke from outside the premises or from adjoining premises may drift into Resident's premises. Resident specifically agrees to abide by the smoking policies of Owner which may prohibit smoking. This waiver shall apply to all occupants and minors. Second hand smoke is defined as a nuisance and may be a cause for eviction. Resident shall abide by any regulations promulgated by Owner regarding smoking. Further Resident acknowledges that smoking damages the premises and agrees to pay for any such damage.

Default by Owner

Owner agrees to act with diligence to: (a) maintain compliance with HOA rules, (b) maintain fixtures, furniture, hot water, heating and/or air conditioning equipment; (c) remain in substantial compliance with accepted federal, state and local laws regarding safety and sanitation; and (d) make all reasonable habitability repairs subject to Resident's obligation to pay for damages caused by Resident, its guests or other occupants.

Move in Discounts

Subject to completion of the terms of this lease, Owner shall grant to Resident the following discounts: _____

In the event Resident fails to complete the entire term (regardless of the reason, even eviction by Owner) or violates any other term of this agreement, Owner shall be entitled to recover the amounts stated above that were discounted to Resident. It is agreed that any concession shall be deemed a rental payment deferral which shall become due and payable upon breach or at the termination of the lease unless the lease is completed wherein the deferred rental payment shall be forgiven.

Other Conditions _____

This is a binding legal document. Resident acknowledges reading all of this agreement and any addendums carefully before signing. Residents are jointly and severally liable for all the terms, conditions, and payments due pursuant to this agreement.

RESIDENT OR RESIDENTS:(All Residents Must Sign)

Date _____

Date _____

OWNER

Name _____

Owner Address _____

Street Number _____

City State Zip _____

