

LEASE-RENTAL AGREEMENT

Date _____, 19 ____

This is a LEGALLY BINDING CONTRACT made and entered into on the above date between Parker Properties hereinafter referred to as LESSOR, and _____, hereinafter referred to as LESSEE(S) to lease a property and structure in _____ County, Utah legally described as Block _____, Lot _____, _____ addition, the municipal or street address of which is _____, Utah, to be used for a family dwelling with _____ residents.

The LESSEE(S) do(es) hereby agree and promise as follows:

(I) (WE) UNDERSTAND and AGREE

1. That the term of this lease is for _____ months, beginning on _____, 19 ____ and ending on _____, 19 ____ in the total amount of \$ _____.
2. That should (I) (WE) stay past the term of the lease, this contract shall be a month to month rental at a sum to be determined by the LESSOR; such sum shall not be less than the rent described in the next paragraph in any case.
3. That, in consideration for this lease, (I) (WE) agree(s) to pay to the order of the LESSOR \$ _____ monthly, on or before the 1st of each month, and (I) (WE) understand that TIMELY PAYMENTS are the ESSENCE of this contract. Payment are to be hand delivered or properly mailed to Parker Properties at P.O. Box 56, Draper, Utah 84020-0056.
4. That rent not paid by the 5th of each month is late and delinquent and (I) (WE) understand that a late charge of \$10 plus \$10 per day will be due until the rent is paid in full.
5. That (I) (WE) will be subject to immediate eviction proceedings if the rent is not paid within TEN days after it is due.
6. That except where (my) (our) bank accepts responsibility IN WRITING, (I) (WE) agree to pay a \$15 fee for handling of all dishonored checks.
7. That a security deposit in the amount of \$ _____ is being charged as a condition of this contract and the security deposit LESS DEDUCTIONS WILL BE RETURNED ONLY IF:
 - (a) THIRTY (30) CALENDAR DAYS' WRITTEN NOTICE OF INTENT TO VACATE IS ACTUALLY RECEIVED BY THE LESSOR; ORAL NOTICE IS NOT ACCEPTABLE;
 - (b) (I) (WE) actually live on the rented premises for the entire term of the lease;
 - (c) No rent is due the LESSOR at the time of (my) (our) move out;
 - (d) (I) (WE) actually hand deliver or mail, by certified mail, (my) (our) forwarding address within thirty days (30) days after vacating the premises, to which the security deposit accounting will be mailed.
8. FURTHER, that the security deposit returned may reflect:
 - (a) Reasonable charges to complete normal move-out cleaning which is the responsibility of the

- LESSEE(S), such as cleaning furniture, walls, floors, carpeting, appliances, etc. which are soiled beyond reasonable wear and tear. ("Beyond reasonable wear and tear" means that soiling and destruction which could be prevented by normal weekly cleaning.);
- (b) DAMAGE DONE such as mars, burns, stains, holes, water damage, and the like;
- (c) EXPENSES such as administrative time spent to complete (my) (our) responsibilities such as letting in utility personnel or changing door locks when (I) (WE) do not return keys prior to vacating the premises;
- (d) Lease/Rental payments still due (including any late payments);
- (e) attorneys' fees and court costs expended for eviction or other legal recourse.

9. That:

- (a) no partial accounting of the security deposit will be made;
- (b) (I) (WE) may be liable for more than the amount of the security deposit for any of the items discussed in paragraph eight (8) above.
- (c) The security may not be applied as last month's rent.

10. That a non-refundable Lease-Rental initiation fee is being charged and that a fee of like amount will be charged upon each subsequent renewal of this Contract. This fee is due and payable at the time of signing of this Contract.

SEPARATE ACKNOWLEDGMENT

(I) (WE) have read and thoroughly understand paragraphs SEVEN (7), EIGHT (8), NINE (9), and TEN (10), above and (I) (WE) agree that any SECURITY DEPOSIT WILL BE RETURNED ONLY IN ACCORD WITH SAID PARAGRAPHS.

LESSEE

LESSEE

11. It is hereby noted that LESSOR has received from LESSEE(S) the sum of \$ _____ as fees and deposits, which upon acceptance of this rental agreement, shall belong to the LESSOR and shall be applied as follows:

Rent for the period from _____, 19 ____ to _____, 19 ____ ;	\$ _____
Last _____ month's rent	\$ _____
Security Deposit (refundable only upon conditions of paragraphs 7 and 8 herein)	\$ _____
Pet Deposit	\$ _____
Nonrefundable Lease-Rental Initiation Fee.	\$ _____
Other	\$ _____
TOTAL	\$ _____

12. (I) (WE) have been given a reasonable opportunity to inspect the premises (I) (WE) am/are renting and (I) (WE) state that the property is **HABITABLE AND FULLY ACCEPTABLE IN ALL RESPECTS AS IS**. (I) (WE) have accompanied the LESSOR on an inspection of the above-described property or have waived the opportunity to do so and hereby state that the property inspection form attached hereto accurately and completely reflects the condition of the property (I) (WE) are leasing/renting. In any case, (I) (WE) agree that the LESSOR has made **NO PROMISE TO ALTER, REPAIR, MAKE ADDITIONS, OR REPLACE** anything on the premises except as may be shown in paragraph 20 below.

13. (I) (WE) promise and agree to the following covenants of Habitation and/or Lease:

- (a) To take good care of the property (including furniture and furnishings) and yard and perform routine maintenance, including plumbing and appliance repairs as needed;
- (b) To comply with all statutes, ordinances, administrative rulings or police orders propounded by municipal, county, state or federal authorities;

- (c) To refrain from using the premises leased in any fashion inconsistent with quiet neighborhood standards including the keeping of anything unsightly, hazardous, noisy, or dangerous;
- (d) To especially refrain from keeping any part of, or the whole of an inoperable motor vehicle on the leased premises or any adjacent street or alley unless the same is or are completely hidden from public view by a totally enclosed garage;
- (e) To care for and irrigate any lawn, shrubs, trees, or other ornamental vegetation on the lease property and keep the same clear of weeds and rubbish;
- (f) To pay for all utilities consumed by (me) (us) and all other residents and guests on such premises, except _____;
- (g) To be liable for any damage to the property which may be caused by (my) (our) negligence or the negligence of (my) (our) family, agents, employees, guests, and invitees;
- (h) To RELEASE LESSOR AND OWNER FROM LIABILITY and hold LESSOR AND OWNER harmless for damage or injury to (me) (us) or (my) (our) family, agents, employees, guests and invitees by reason of any condition of the rented property and/or activities conducted upon the same. Should (I) (WE) contend that a property condition is potentially harmful or in need of repair by the LESSOR, (I) (WE) agree to give the LESSOR written notice of such condition or defect.
- (i) To keep no boarders, roomers, guests, or additional tenants other than those who sign below and (my) (our) dependent children without obtaining written, dated permission from the LESSOR;
- (j) To not sublet, assign, or transfer this lease without the LESSOR's written, dated permission; even if approved, no covenants or conditions of this lease-rental agreement shall be otherwise released or waived and (I) (WE) shall continue liable.
- (k) To keep only _____ as a pet or pets and to neither add to nor replace this/these pet(s) without the written permission of the LESSOR.
- (l) To not paint, paper, or otherwise redecorate or make alterations to the premises without prior written consent of the LESSOR.

14. (I) (WE) understand and agree that (my) (our) right to occupy these leased premises will, at the LESSOR'S discretion and option, cease if (I) (WE) or (my) (our) family, guests, or other tenants with (me) (us)

- (a) Fail to pay rent as provided for herein;
- (b) File for bankruptcy, assignment to creditor, or in any other fashion formally announce (my) (our) inability to pay (my) (our) debts;
- (c) Fail to observe any of the promises in paragraph eleven (11) above;
- (d) Commit such intentional or negligent waste of the leased property as to place it beyond reasonable wear and tear and make insufficient effort to repair such waste within a reasonable time not to exceed thirty days after allowing or committing such waste;
- (e) Abandon the property; it shall be prima facie evidence of abandonment if the furnishing are removed, any utility is voluntarily cut off, or rent is over ten (10) days past due;
- (f) Receive thirty (30) days' written notice from the LESSOR that the premises must be vacated;
- (g) (I) (WE) commit fraud in the application for lease-rental or make any untrue representation to secure this lease-rental; said fraud shall entitle the LESSOR to immediately retake the property leased hereby.

15. (I) (WE) understand and agree that the LESSOR or persons designated by the LESSOR have and reserve a RIGHT OF ENTRY upon the leased property described herein:

- (a) To inspect upon reasonable notice to (me) (us);
- (b) To exhibit the property for rent or sale, including the right to place rental or sale signs on said property;
- (c) To make necessary repairs, additions, or alterations;
- (d) To control emergency situations and protect the property;
- (e) To make such safety inspection as may be dictated by government rules, regulations, ordinances, and laws.

It is the LESSOR's desire and intent to enter these premises only when necessary and hereby promises to allow the LESSEE(S) or designated persons to accompany the LESSOR on such inspections.

16. (I) (WE) understand that the LESSOR may, at its discretion, waive the terms of this lease if (I) (WE) am/are or become members of the ARMED FORCES and receive change-of-duty orders which cause (my) (our) departure from the local area and (I) (WE) agree to furnish certified copies of such orders to the LESSOR.
17. Any trial or suit involving the terms of this lease shall be held by agreed venue, in Salt Lake County, Utah.
18. (I) (WE) agree to pay the LESSOR's reasonable attorney fees and court costs if legal action should become necessary in relation to the terms of this lease.
19. (I) (WE) have received _____ keys to herein described premises and promise to return same at the end of this lease or upon (my) (our) vacating the premises, whichever is sooner; further, (I) (WE) agree to make no copies of these keys without the LESSOR's written permission.
20. (I) (WE) understand and agree that (I) (WE) and LESSOR made NO ORAL AGREEMENTS, additional to this contract and only the following statements can alter, amend, add to, or delete from this Lease-Rental Agreement.

21. (I) (WE) agree to and acknowledge the LESSOR'S agency and representative capacity as property manager for the owner of the real property described above. (I) (WE) further agree that LESSOR may enter into this lease-rental agreement on behalf of the owner, and that (I) (WE) shall not hold the LESSOR personally responsible as an agent for the owner for any of the conditions or covenants of this lease-rental agreement. (I) (WE) further agree that this lease-rental agreement is between the owner and tenant; however, such agreement may be executed by LESSOR on behalf of the owner.
22. No failure of LESSOR to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of partial payment of rent or other obligation be deemed a waiver of LESSOR'S right to full amount thereof.
23. BY SIGNING THIS CONTRACT (I) (WE) ACKNOWLEDGE AND STATE THAT:
 - (a) (I) (WE) read and write the English Language;
 - (b) (I) (WE) have read and understand every term of this contract;
 - (c) (I) (WE) have been offered the opportunity to seek advice and counsel, legal or otherwise, to better understand this contract;

THIS IS A LEGALLY BINDING CONTRACT---READ CAREFULLY BEFORE SIGNING.

 LESSEE

 LESSEE

The above offer to contract for lease-rental has been reviewed and, as shown above, WITHOUT ALTERATION, is hereby ACCEPTED this _____ day of _____, 19 _____.

 LESSOR/LESSOR'S AGENT

PROPERTY CONDITION REPORT

Move-in Move-out
 Pre-inspection Routine check

Date _____

Property Address _____

I (We) have inspected this property and the following is a condition report of it as of the date noted above.

 Tenant _____ Lessor/Lessor Agent _____

ITEM	GOOD	SERVI- CABLE	UNSERVI- CABLE	WORK ORDER #	REMARKS
EXTERIOR					
Roof/Trim	_____	_____	_____	_____	_____
Front door/Screens	_____	_____	_____	_____	_____
Rear door/Screens	_____	_____	_____	_____	_____
Mail box	_____	_____	_____	_____	_____
Fences (front & rear)	_____	_____	_____	_____	_____
Gates	_____	_____	_____	_____	_____
Pool/Equipment	_____	_____	_____	_____	_____
Lawn/Trees/Shrubs	_____	_____	_____	_____	_____
Sprinkling system	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
LIVING ROOM					
Carpet/Floor/Tile	_____	_____	_____	_____	_____
Light fixtures	_____	_____	_____	_____	_____
Switches/Outlets	_____	_____	_____	_____	_____
Screens/Windows/Doors	_____	_____	_____	_____	_____
Ceiling	_____	_____	_____	_____	_____
Walls	_____	_____	_____	_____	_____
Draperies/Rods	_____	_____	_____	_____	_____
Blinds	_____	_____	_____	_____	_____
Closet	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
DINING AREA					
Carpet/Floor/Tile	_____	_____	_____	_____	_____
Light fixtures	_____	_____	_____	_____	_____
Switches/Outlets	_____	_____	_____	_____	_____
Screens/Windows/Doors	_____	_____	_____	_____	_____
Ceiling	_____	_____	_____	_____	_____
Walls	_____	_____	_____	_____	_____
Draperies/Rods	_____	_____	_____	_____	_____
Blinds	_____	_____	_____	_____	_____
Closet	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____

ITEM	GOOD	SERVI- CABLE	UNSERVI- CABLE	WORK ORDER #	REMARKS
KITCHEN					
Carpet/Floor/Tile	_____	_____	_____	_____	_____
Light fixtures	_____	_____	_____	_____	_____
Switches/Outlets	_____	_____	_____	_____	_____
Screens/Windows/Doors	_____	_____	_____	_____	_____
Ceiling	_____	_____	_____	_____	_____
Walls	_____	_____	_____	_____	_____
Draperies/Rods	_____	_____	_____	_____	_____
Blinds	_____	_____	_____	_____	_____
Countertops	_____	_____	_____	_____	_____
Cabinets	_____	_____	_____	_____	_____
Range and hood	_____	_____	_____	_____	_____
Refrigerator/Ice maker	_____	_____	_____	_____	_____
Dishwasher	_____	_____	_____	_____	_____
Garbage Disposal	_____	_____	_____	_____	_____
Closet	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
DEN					
Carpet/Floor/Tile	_____	_____	_____	_____	_____
Light fixtures	_____	_____	_____	_____	_____
Switches/Outlets	_____	_____	_____	_____	_____
Screens/Windows/Doors	_____	_____	_____	_____	_____
Ceiling	_____	_____	_____	_____	_____
Walls	_____	_____	_____	_____	_____
Draperies/Rods	_____	_____	_____	_____	_____
Blinds	_____	_____	_____	_____	_____
Fireplace/Equipment	_____	_____	_____	_____	_____
Wet bar	_____	_____	_____	_____	_____
Closets	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
MASTER BEDROOM					
Carpet/Floor/Tile	_____	_____	_____	_____	_____
Light fixtures	_____	_____	_____	_____	_____
Switches/Outlets	_____	_____	_____	_____	_____
Screens/Windows/Doors	_____	_____	_____	_____	_____
Ceiling	_____	_____	_____	_____	_____
Walls	_____	_____	_____	_____	_____
Draperies/Rods	_____	_____	_____	_____	_____
Blinds	_____	_____	_____	_____	_____
Closets	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
MASTER BEDROOM BATH					
Carpet/Floor/Tile	_____	_____	_____	_____	_____
Light fixtures	_____	_____	_____	_____	_____
Switches/Outlets	_____	_____	_____	_____	_____
Screens/Windows/Doors	_____	_____	_____	_____	_____
Ceiling	_____	_____	_____	_____	_____
Walls	_____	_____	_____	_____	_____
Draperies/Rods	_____	_____	_____	_____	_____
Blinds	_____	_____	_____	_____	_____
Bath/Sink	_____	_____	_____	_____	_____
Fixtures/Tile/Mirror	_____	_____	_____	_____	_____
Shower Curtain/Door	_____	_____	_____	_____	_____
Closets	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____

ITEM	GOOD	SERVI- CABLE	UNSERVI- CABLE	WORK ORDER #	REMARKS
BEDROOM					
Carpet/Floor/Tile	_____	_____	_____	_____	_____
Light fixtures	_____	_____	_____	_____	_____
Switches/Outlets	_____	_____	_____	_____	_____
Screens/Windows/Doors	_____	_____	_____	_____	_____
Ceiling	_____	_____	_____	_____	_____
Walls	_____	_____	_____	_____	_____
Draperies/Rods	_____	_____	_____	_____	_____
Blinds	_____	_____	_____	_____	_____
Closets	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
BEDROOM					
Carpet/Floor/Tile	_____	_____	_____	_____	_____
Light fixtures	_____	_____	_____	_____	_____
Switches/Outlets	_____	_____	_____	_____	_____
Screens/Windows/Doors	_____	_____	_____	_____	_____
Ceiling	_____	_____	_____	_____	_____
Walls	_____	_____	_____	_____	_____
Draperies/Rods	_____	_____	_____	_____	_____
Blinds	_____	_____	_____	_____	_____
Closets	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
BEDROOM					
Carpet/Floor/Tile	_____	_____	_____	_____	_____
Light fixtures	_____	_____	_____	_____	_____
Switches/Outlets	_____	_____	_____	_____	_____
Screens/Windows/Doors	_____	_____	_____	_____	_____
Ceiling	_____	_____	_____	_____	_____
Walls	_____	_____	_____	_____	_____
Draperies/Rods	_____	_____	_____	_____	_____
Blinds	_____	_____	_____	_____	_____
Closets	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
FAMILY BATH					
Carpet/Floor/Tile	_____	_____	_____	_____	_____
Light fixtures	_____	_____	_____	_____	_____
Switches/Outlets	_____	_____	_____	_____	_____
Screens/Windows/Doors	_____	_____	_____	_____	_____
Ceiling	_____	_____	_____	_____	_____
Walls	_____	_____	_____	_____	_____
Draperies/Rods	_____	_____	_____	_____	_____
Blinds	_____	_____	_____	_____	_____
Bath/Sink	_____	_____	_____	_____	_____
Fixtures/Tile/Mirror	_____	_____	_____	_____	_____
Shower Curtain/Door	_____	_____	_____	_____	_____
Closets	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
FURNACE, WATER HEATER, AIR CONDITIONER					
Closets	_____	_____	_____	_____	_____
Furnace	_____	_____	_____	_____	_____
Water Heater	_____	_____	_____	_____	_____
Air conditioner	_____	_____	_____	_____	_____
Filters/Baffle Plates	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND/OR LEAD-BASED PAINT HAZARDS**

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, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing.
(explain) _____

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

Lessee has received copies of all information listed above.

Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor

Date

Lessee

Date

Agent

Date