



LEASE-RENTAL AGREEMENT

Date: _____, 20____

This is a LEGALLY BINDING CONTRACT made and entered into on the above date between Parker Properties, Inc. herein after referred to as LESSOR, and _____, hereinafter referred to as LESSEE(S) to lease a property and structure in _____ County, the municipal or street address of which is

_____, 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 _____, 20____ and ending on _____, 20____ 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. Payments are to be made online or via mail/hand delivery to 1192 Draper Parkway #154 Draper, Utah 84020.
4. That rent not paid by the 7th of each month is late and delinquent and (I) (WE) understand that a late charge of \$50 plus an additional \$25 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 by the 15th of the month.
6. That except where (my) (our) bank accepts responsibility **IN WRITING**. (I) (WE) agree to pay a \$25 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) 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, mail or email, (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. Attorney's 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 of \$200 is being charged. 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 _____, 20__ to _____, 20__	\$ _____
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 21 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 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 borders, 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 or verbal 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 furnishings 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 inspection.

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) have received ____ garage door openers.

21. (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:

22. (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.

23. 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.

24. 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 _____, 20__.

LESSOR/LESSOR'S AGENT

