

# Residential Rental Agreement

Read the entire document carefully before signing.

**Parties: Lindsay Hathaway & Haylee Hathaway**, 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 Rees Apartments LLC, 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:

185 E 400 N #212  
Spanish Fork, UT 84660

Located in Utah County, the 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 over 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. Owner may restrict any guest for any or no reason.

## Rent and Fees:

Monthly Base Rent: \$1,398  
Security Deposit: \$700  
Pet Deposit (*if applicable*): \$500

Late Fee \$70 due if full payment is not received before end of day on the fifth (5th) day of the month according to MST Mountain Standard Time.

Month to Month Fee: \$100  
Service of Notice Fee: \$50  
Eviction Turnover Fee: \$250  
Resident Early Termination Fee: \$500

## Monthly Fees:

Base Rent: \$1,398  
Community Fee: \$115  
Pet Rent (*if applicable*): \$39

Commencement Date: 11/13/2021  
Initial Term End Date: 11/30/2022

**Term:** The initial term shall commence on Commencement Date and will end at **10:00 AM** on the Initial Term End Date. 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 sixty (60) 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, no notice is necessary. Additionally, Owner may increase the rent on a month-to-month tenancy upon thirty (30) days 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. The Pro-rata rent charged is a stated amount and is not related to the Monthly Rent. Owner shall be entitled to the Eviction Turnover Fee for the work processing the paperwork for an eviction after failure of the Resident to comply with any eviction notice. Resident shall pay this fee once the work is done regardless of whether the eviction is filed. Resident represents and warrants that it has legal custody and is legally responsible for all minors.



### Security Deposit:

Resident agrees that security deposit above shall be payable on/or before signing of this Agreement. If security deposit is not paid within 24 hours of signing this lease Owner reserves the right to terminate this lease by providing notice in writing to Resident. 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. **Residents will be refunded up to half of the deposit amount (including pet deposits), 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 notice of intent to vacate as required by this agreement to Owner prior to the Initial Term End Date and/or the notice required by this agreement if on a month to month 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 the appropriate and timely notice of the 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 to cover actual costs of cleaning services and all other reasonable charges to accomplish cleaning or repair from damage to allow the Premises to be re-rented. Carpets will be professionally cleaned between tenants. The cost of carpet cleaning will be deducted from Resident's security deposit. Patching and repair of nail holes created by Resident will be repaired at the expense of Resident.
- e. All individuals using or occupying the Premises have surrendered the Premises to Owner and have turned over all Unit keys, garage door opener, parking tag to Management. 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.

It is the Resident's obligation to provide Owner with all required notices in writing prior to move-out and arrange for an inspection of the Premises by Owner. The inspection shall take place no later than 10:00 AM on the Term End Date. In the event there are charges in excess of the security deposit, Resident agrees to pay such amount upon demand. **Resident's entire security deposit is deemed non-refundable if an Eviction occurs.**

**Move-Out Notice:** In a month-to-month tenancy or end of lease term termination, at least sixty (60) days written notice of intent to vacate must be given to Owner's representative by Resident prior to move-out. Resident must contact Management to sign the Notice of Intent to Vacate Form. 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 prorating (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, stated herein, or by written agreement with Owner. Owner is only obligated to give a thirty (30) day notice during the lease term and a fifteen (15) day notice on a month to month tenancy.

**Lost Keys:** If Tenant is locked out, Tenant should contact Management for admittance. Identification will be required and a \$25.00 charge will be added to Resident's account.

**Subordination:** This Agreement as executed is subordinate to the mortgage or mortgages financing the Premises, which are of record or may become of record during the term of this Residential Rental Agreement and subject to the provisions of any regulatory agreement with any Housing Authority and others that burden such property. Resident agrees to be the tenant of a new landlord or owner of the Premises upon such new owner's acquisition of the Premises and agrees that foreclosure by a mortgagee shall not void this Agreement.



**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 grants consent to Owner and its agents to disclose information about Resident so long as Resident has an obligation under this agreement. Any fees surrounding a secondary credit check will be taken from the security deposit.

**Government:** In the event the Premises are condemned or access is restricted as a result of any type of governmental action or damage to the Premises, Owner shall not be liable for any damages to Resident including alternate housing, damage to personal property, replacement of personal property, and/or 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, tenant 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. In the event this agreement is terminated pursuant to this provision, Resident shall be responsible to take all steps necessary to have its contents immediately removed at Resident's expense.

**Notices to Owner:** In the event Resident determines to utilize the provisions of the Utah Fit Premises Act, notice as required by that Act shall be delivered in writing to Owner at the address below. Provisions of the Utah Fit Premises Act may be found in Utah Code 57-22 or at [www.le.utah.gov](http://www.le.utah.gov)

**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 (later of through the end of the initial term or required notice period) immediately due and payable. In the event Resident files a bankruptcy and fails to accept this lease through the bankruptcy and remains in the Premises, this Agreement shall be deemed to be a tenancy at will with rent payable daily and calculated at the current monthly rate divided by 30, all other obligations shall remain in effect.

**Rules and Regulations:** Resident, its guests and other occupants shall comply with all written rules and regulations; which shall be considered part of this lease. Such rules and regulations shall be available from Owner and Resident acknowledges receipt of such Rules and Regulations. If the Premises is in a homeowners association, Resident agrees to comply with all HOA rules and regulations, By Laws, and other governing documents. If Owner is fined or penalized due to Resident, or Resident's guests, violation of HOA rules, such fines or penalties will be the responsibility of Resident. Owner may make reasonable rule changes if made in writing and notice is given to all Residents. Resident agrees that the conduct of Resident, its 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. Sidewalks, steps, entrance halls, walkways and stairs shall not be obstructed or used for any purpose other than ingress or egress. The Premises are to be used only as a residence and may not be used for any business. 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. All written rules may be enforced through Owner's representatives or agents and Resident shall hold same harmless for reasonable enforcement. Owner may regulate the manner, time and place of all parking. Owner may regulate, limit, or prohibit from the Premises and the areas owned by Owner the following: swimming pools, motorcycles, trampolines, swing sets, playground equipment, commercial equipment, non-residential materials, weight or workout equipment, bicycles, tricycles, skateboards, recreational vehicles, boats, trailers, inoperable vehicles, guest vehicles, guests who have lived or stayed in Resident's Premises, former tenants, and guests who, in the Owner's reasonable judgment, have been disturbing the peace or disturbing other persons, may cause a threat to other persons or who have or may be violating rules and regulations. The Owner, in its sole discretion may restrict or regulate the use and presence of cigarettes, cigars, pipes, e-cigarettes, vapes or any other smoking device or paraphernalia used for tobacco or any other substance. Smoking is prohibited on the premises without prior written authorization from the owner. A \$50 fine will be added to Resident account for each infraction. Resident acknowledges the review of such rules and regulations and agrees to be bound by them. Such rules and regulations may be changed or modified at any time with thirty (30) days' notice to Resident. Resident agrees that all firearms are restricted from all the common areas, amenities and other areas controlled by Owner.

**Premises Condition:** Resident has the right to inspect the Premises prior to signing this Agreement and



Resident agrees that it has been given the opportunity 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 in good-working condition and that any exception has been or will be 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 is responsible for the cost and necessary replacement of all light bulbs and other disposable items. 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 or repair 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. Resident shall be responsible for any damages as determined by Owner at any inspection as provided in this agreement, the addendums thereto and the rules and regulations. Payment must be made as provided in this agreement.

**Repairs:** Resident agrees to request all repairs and services in writing from Owner's designated representative. 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, Resident shall notify Owner's representatives immediately. Owner shall act with due diligence in making repairs; the lease shall continue, and rent shall not abate during such periods. Resident may not hire or allow any third party to perform work on the Premises without Owner's prior written approval (or as allowed by law). Resident is responsible for, and will reimburse Owner for, any damages or loss caused to the Premises while Resident is entitled to possession of the Premises. This includes, but is not limited to: damages caused by the negligence, carelessness, abuse or intentional misconduct of Resident, Resident's family, occupants, pets, guests or others. Resident shall indemnify Owner from any liability to any unapproved third party. Owner may assess costs for such damages when they occur. The intent is to require the Premises to be maintained in substantially the same condition as when Resident took occupancy. 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. Such termination due to damage may occur immediately if the Premises are uninhabitable. 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 or other third parties, 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 own protection and that Resident is not a beneficiary of such insurance. None of Resident's rent is considered to pay for insurance. Resident shall be responsible to Owner for all costs of repair for damages as stated herein regardless of Owner's insurance. In the event Resident has complied with the Utah Fit Premises Act and is allowed to make repairs, Resident agrees that it will first obtain three independent estimates, utilize the lowest estimate and only use licensed and insured contractors to perform the repairs.

**Right of Entry:** Unless otherwise restricted by law, Owner or any vendor or representative of 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 and/or any 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. 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, immediate access if in Owner's sole opinion giving notice could change an investigation, and that this provision be interpreted with the existing law to grant as broad and timely access as possible and permissible. Owner has right of entry if death of any occupant has occurred. Any request for maintenance or repairs shall be deemed to give Owner authority to enter the Premises without requiring notice or further permission. 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 assets or



security. Once either party has given notice of intent to terminate the lease, the Resident agrees to allow inspection of the Premises by potential new tenants provided Owner or its agent gives at least twenty-four hours' notice, or as otherwise approved by Resident. **Owner conducts routine inspections.** Resident acknowledges this, and agrees to cooperate and provide access to all areas of the Premises, during such inspections, Owner may take pictures or video of the Premises including any personal property or persons that are present in the Premises.

**Contamination:** 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 (its officers, directors, employees, agents, managers, and affiliates) as a result of or arising out of the growth or proliferation of mold or mildew or other contaminations in the Premises. It is further agreed that such indemnification shall extend to the existence of any contamination of any type from any person or cause that is unknown to Owner. Resident further agrees that it will not cause, hire, or conduct any inspection or testing to be done in the Premises for any type of contamination but may request that Owner conduct such testing provided Resident prepays the costs of such testing. Owner shall have the right to retain the third party certified testing of its choice. The results of such testing shall be the property of Owner who shall only be obligated to disclose positive results exceeding the legal limits. 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, mildew or any other contamination. Resident shall indemnify Owner from any liability relating to mold, mildew, or any other contamination resulting in damages to any person or property within Resident's Premises regardless of the source. Resident agrees to immediately notify Owner of the existence of any mold, mildew, or other contamination within the Premises. Failure by Resident to diligently inspect and notify Owner of mold or contamination issues will result in Resident being liable for the damages to the Premises caused by the mold or contamination.

**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 may also utilize the Service members' Civil Relief Act (SCRA) to otherwise terminate the lease as provided by such Act. As required by the Act, Resident shall be required to pay rent for thirty (30) days after the notice is given with appropriate documentation. 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 SCRA will be allowed as provided by that Act.

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

**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 personal injury or for damage to or loss of Resident's personal property (furniture, jewelry, clothing, etc.) unless caused by gross negligence of Owner. Owner shall not be liable to Resident for any type of damages from fire, flood, water leaks, theft, rain, hail, ice, snow, smoke, structural problems, environmental issues, toxins, mold or mildew, or contamination left by prior residents, explosions, interruptions of utilities, 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** and may require renter's insurance. Resident agrees to indemnify and hold harmless Owner and its representatives 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. Resident shall have the right to require Owner to change (re-key) a door-lock for a \$30 fee. Resident may not place its own locks on the Premises or devices which prevent Owner entry. Resident shall pay for and replace smoke detector and/or carbon monoxide detector batteries as needed. If Owner's employees are requested to render services not contemplated in this Agreement, Resident agrees to hold Owner harmless for all liability regarding the same. Owner may provide security equipment for



the purpose of protecting its property. However, Owner will not provide any security for Residents. 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.

**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 reasonable rule changes or additions to the Owner's "Rules and Regulations." 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 cause for immediate termination by Owner of Resident's right of occupancy. **Resident may not withhold rent or offset against rent** except as specifically allow and provided for by law. In the event of more than one Resident, each Resident is jointly and severally liable for each provision of this Agreement. In addition, each Resident shall be jointly and severally liable for any statutory damages accessed pursuant to state law, even if one Resident vacates the Premises appropriately. No Resident shall be released from this Agreement unless agreed to in writing by Owner. Liability under this Agreement continues until all occupants and Residents vacate or a new lease is signed. Resident shall not be entitled to interest on security deposits. All Residents' 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 continuing waiver thereof under any circumstances. To enforce any breach or in any lawsuit involving statutory or contractual obligations of Owner or Resident, the non-defaulting party shall be entitled to recover costs of collection, attorney's fees, court costs, and all other costs from the defaulting party regardless of whether the matter is litigated or not. **All amounts past due and/or in any lawsuit the entire judgment shall bear interest from due date at the rate of twenty four percent (24%) per annum compounded daily until paid.** In the event that the resident fails to provide a forwarding address and the owner is unable to contact them to refund any portion of a deposit that is due to the tenant, the owner shall be entitled to charge a monthly holding fee of no more than one and one fifth of a percent (1.2%) of the original amount of the portion of the deposit due to the resident. 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 and/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. 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 assigned shall be added to the amount owed pursuant to the terms hereof and as allowed by law.

**Miscellaneous: Monthly Rent is due on or before the first day of each month by 5:00 p.m. local time.** 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. (Time determined by time at Owner's office), Resident agrees to pay a late charge as stated above. Any payment due must be paid before 5:00 pm on the due date or will be deemed paid late. Any check returned shall accrue the maximum 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 Agreement, 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 payment is the preferred method of payment, any payment made to Management or by mail will be subject to a \$20.00 processing fee. Electronic payments are not deemed received if paid after service of an eviction notice. Owner shall be entitled to reject and return any funds paid electronically if done so within five (5) days after Resident gives notice in writing of such payment. Resident shall notify Owner in writing when paying electronically. **Any dispute in amounts due by Resident must be stated in a separate written notice provided to Owner and not merely stated on the face or rear of a negotiable instrument.** Such dispute must be mailed to the Owner or delivered to the address herein. As used in this Agreement, rent shall mean all obligations of this Agreement (and addenda) 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, amenity fees, Resident fines, 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, other fees, court costs, attorney's 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 to Resident. It is in addition to any application fee which may be charged. The Eviction Turnover Fee shall be deemed to compensate Owner for costs and time related to preparation of materials for an eviction. The above rental rate is for an unfurnished Premise. Resident's right to possession and all Owner's obligations are expressly contingent on prompt payment of rent. 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 amounts due, regardless of notations on checks. After the initial term above, at least thirty (30) days prior written notice is required for any rent increase unless stated otherwise herein. 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 notices to Owner. Amenities Fee listed above shall be a monthly fee payable to Owner with rent and is subject to change in the event HOA fees or other costs associated with amenities are adjusted. Obtaining mailbox keys and HOA or community keys shall be the responsibility and cost of the Resident.

**Early Vacate:** If Resident does not fulfill the entire initial term (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. These costs are currently calculated to be \$500, but may be subject to change. 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, re-payment of concessions, and such other provisions as contained herein. It is agreed that an eviction notice shall 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 or the expiration of the initial term whichever occurs first. Eviction at the end of a term shall still obligate Resident to pay for the time notice should have been given as required by this agreement for vacating the Premises.

**Rent Increases:** If, during the lease term, taxes (non-property), utilities, governmental fees, or other common expenses paid by Owner increase in any year in excess of five percent (5%), 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 or governmental entity creates a new fee, tax, or assessment at any time during the tenancy, such amount may be assessed directly to Resident in a pro-rata amount 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 five (5) days after Owner sends the billing. Owner may not assess Residents an amount greater than Owner is assessed. Owner may make any such assessments based upon a reasonable formula that requires one hundred percent of the new assessment to be paid by the Residents. Landlord may elect to renew the lease agreement for an additional term by sending written notice to Tenant. Landlord may include in this notice any new terms to the Lease, including a rental increase. Should Landlord send this notice, Tenant may agree to extend the lease by signing the renewal notice and agreeing to its terms. If Tenant does not respond to this notice, the Lease will end and the Tenant must immediately vacate at the end of the Lease and remove any and all belongings from the Leased Premises.

**Default by Owner:** Owner agrees to act with diligence to: (a) keep common areas reasonably clean; (b) maintain fixtures, furniture, hot water, heating 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, third parties, or other occupants.

**Resident Default:** 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 and addendum; (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) violation by Resident, an occupant, or any guest of any state, federal, or local law or ordinance including the violation of any such law by an occupant or resident while living in the premises regardless of where the violation occurs; (e) allowing the property to be named on any listing relating to sex offenders; (f) Resident agrees not to take any action which may jeopardize Owner's status within any good landlord program; (g) 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 agreed to by both parties) Resident shall be liable to pay 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. Notice of termination of housing assistance by any housing authority (if Resident's qualification included such assistance) shall be deemed a default of this Agreement and grounds for immediate termination and eviction.

**Illegal Acts:** 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 or elsewhere while an occupant of these Premises. Prior undisclosed or unresolved criminal acts shall also be a breach. It is the responsibility of Resident to fully disclose all prior criminal activity, including but not limited to: illegal drug use or sale of drugs, convictions, pending charges, and plea bargains of all Occupants including minors. Resident has an affirmative duty to keep its Premises from being reported on any Sex Offender's list. Any such listing is grounds for immediate eviction.

**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. The right to execute and take possession upon this security interest shall become effective upon any rent or fees being due and unpaid. 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 statutory 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. Sale of items under this provision may take place with seven (7) days written notice to the last known address of Resident. Resident agrees to waiver of notice of the sale, to the sale being a public auction, to the sale taking place at a location determined by Owner within the State, notices to be posted at the location of the sale and listed in the electronic version of any paper within the State, and to be held at such time and day as determined by Owner.

**Animals:** Resident may not keep, allow, or maintain animals 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. Resident is required to get approval for any companion or service animal **PRIOR** to the animal coming onto the Premises. Failure to obtain prior approval is a significant violation of this agreement which shall allow for immediate eviction. Owner may create and maintain such rules, restrictions and regulations relating to animals as Owner, in its sole discretion, determines appropriate.

**Pests:** It is acknowledged that most pest problems result from the actions or inactions of residents and that such problems often cannot be detected by owner. Resident acknowledges and warrants that any and all furnishings, clothing, food items, and other materials that are brought into the Premises or upon Owner's property are free from any type of pest infestation including but not limited to: bed bugs, mice, lice, and cockroaches. Resident warrants and represents that none of the items brought onto Owner's property or within the Premises have been exposed to such pests and that all such items have been inspected by Resident. Resident agrees that during its tenancy, it warrants to Owner that no infested items will be brought into the Premises or on Owner's property. Resident agrees that it will be responsible for all costs relating to removal, extermination, control, clean-up, and management of pests which are brought in by Resident, its guests, occupants, or others (intentionally or not). Resident further agrees to be responsible for all costs relating to removal, extermination, control, cleanup, and management of pests which exist or whose existence

is supported by the actions or inactions of Resident, particularly issues relating to cleanliness and clutter of the Premises. Pests include but are not limited to: cockroaches, bed bugs, mice, ants, lice, and moths. Resident agrees to assist in enforcement of this provision by reporting to management any violations. Resident agrees to notify Owner immediately of any infestation or sighting of any pests within the Premises. Resident 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. All costs related to resolution of any pest problem shall be the responsibility of Resident. In the event it is necessary for Owner to obtain pest control for another unit, a whole building, or the entire community, Resident agrees that it will pay its pro-rata share of the costs relating to such pest control regardless of the source of the pest problem and shall be responsible for the full cost of the infestation. It is agreed and acknowledged that a pest problem may spread to other units. Failure to Resident to notify Owner and take appropriate action may result in additional units becoming infested. All costs relating to resolution any pest infestation that is caused or exacerbated by Resident shall be paid by Resident. These costs include but are not limited to: actual costs of pest control/extermination, loss of rents, replacement of infested/damaged materials, and any such other costs as may be incurred. Violation of this provision is grounds for eviction. Resident agrees that it shall hold harmless Owner from any and all damages relating to: pests within the Premises; extermination, control or clean-up of pests; damages to personal property from pests; and any and all other damages relating to pests, regardless of their source.

**Sale of Property:** In the event Owner sells the Premises, Resident agrees to allow inspection of the Premises by potential buyers provided Owner or its agent gives at least twenty-four hours' notice. However, such inspections shall not be of such a frequency to interfere with the peaceful enjoyment of the Premises by Resident.

**Smoking:** Smoking and vaping is strictly prohibited on the Premises, unless otherwise allowed by Owner in writing. Resident waives any right to a cause of action for a nuisance pursuant to Utah Code 78B6-1101(3) (smoke and second hand smoke) and holds Owner harmless for any damages relating to smoke. Resident acknowledges that it has been informed 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 prohibit any smoking and vaping. This waiver shall apply to all residents, occupants, guests, 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. Furthermore Resident acknowledges that smoking damages the Premises and agrees to pay for any such damage.

**Exterior Maintenance:** Resident shall be responsible to maintain the Premises including the exterior. It shall be the specific responsibility of Resident to maintain the sprinkling system and to care for and maintain the lawn and landscaping. This shall include but is not limited to; weeding, watering, mowing, edging, fertilizing, and anything else necessary to maintain the landscaping. In the event Resident fails to maintain the lawn and landscaping, Owner in its sole discretion may cause such to be maintained and shall be entitled to reimbursement from Resident for the costs incurred in such maintenance. Tenant shall be responsible for normal daily maintenance of the Premises and to keep the Premises clean and orderly. Other such maintenance may be assigned to Resident by Owner through the Rules and Regulations or by other written agreement. All costs of such maintenance shall be the responsibility of Residents. Snow removal is the Residents responsibility unless otherwise agreed upon by Owner in writing.

**Specific Maintenance Obligations:** In addition to any and all obligations contained in the Residential Rental Agreement, and in addition to the general regular maintenance of the Premises, the following are specific obligations of Resident concerning the maintenance of the Premises. In all circumstances, maintenance and repairs stated herein and in the Residential Rental Agreement must be performed in a workmanlike manner and done on a consistent and timely basis. It is the intent of the parties that the Premises have appropriate appearance, cleanliness, and be well- maintained. All costs of maintenance shall be the responsibility of Resident unless specifically stated otherwise.

**Resident shall be responsible to:**

**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. The utility/amenity fee listed above shall be a monthly fee for the use of common utilities, and may be adjusted to reflect actual costs with 30 days notice. 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 \$50 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:**

Internet, Snow Removal, Water, Sewer, Garbage, and Landscaping

**Appliances:** Some appliances may be included with the Premises. If a washer or dryer are included they are not guaranteed, if they fail the Owner may at their option repair or remove the washer or dryer. In which case the Resident will be responsible to provide their own replacement. If other included appliances fail they may be repaired or replaced with, the size, brand, color, and quality of the Owner's choosing. The appliances may or may not be replaced with identical or similar appliances. Resident is responsible to maintain all appliances at their own expense, including but not limited to; replacing refrigerator filters, adding salt to water softeners', **and accessible filters on a monthly basis.** Owner is not responsible for Resident's loss or damages due to failure of any appliance.

**Communication With Residents:** The email addresses and phone numbers provided by Resident in the rental application will be used for Owner to communicate with Resident. All communication from Owner to Resident may be sent through email, text, or phone calls. This communication may include but is not limited to; notice of inspections, notice of updated rules and regulations, notice of scheduled maintenance and repairs, etc. It is the responsibility of the Resident to ensure that Owner has accurate contact information for Resident.

**Addenda:** The following addenda are attached to this Agreement. (Resident should initial only the applicable addenda)

Initials  LH  HH **Required Insurance Addendum**

Initials  LH  HH **Rules and Regulations**

Initials  LH  HH **Other Addendum to Residential Rental Agreement**

**Move-in Discounts/Concessions:** Subject to completion of the terms of this lease, Owner shall grant to Resident the following discounts: \$91/month

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 deferment 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 Obligations/Conditions:** Residents will be responsible for Electricity and Gas.

This contract supersedes and replaces all previous agreements. This is a binding legal document. Resident acknowledges to reading all of this Agreement and any addenda carefully before signing both physically or electronically. Residents are jointly and severally liable for all the terms, conditions, and payments due pursuant to this Agreement and its addenda. This Agreement may not be cancelled once executed by Resident without the express written consent of the Owner.

**RESIDENT OR RESIDENTS: (All Residents over 18 Must Sign) OWNER OR OWNER'S REPRESENTATIVE**

Note: This is a Utah Limited Liability Company set up as Rees Apartments LLC

Rees Apartments LLC



By,  
Owner and/or Authorized Representative, Managed by Accel Property Management

X *Lindsay Hathaway*

Signed By Lindsay Hathaway  
Signed On: October 18, 2021

X *Haylee Hathaway*

Signed By Haylee Hathaway  
Signed On: October 18, 2021

X *Anthony Davis*

Signed By Anthony Davis  
Signed On: October 14, 2021

# Signature Certificate

Document name: Residential Rental Agreement - Accel Property Management

🔒 Unique Document ID: C37BE1E554A8CC2E22EE5EF3E91C9A774A957974

LEGALLY SIGNED USING  
**WP**esignature  
Build. Track. Sign Contracts.



Lindsay Hathaway  
Party ID: bf955b39-1ab1-45f7-909d-951860708204  
IP Address: 67.199.174.131  
Security Level: E-mail

**Digital Signature:**

*Lindsay Hathaway*

Multi-Factor  
**Digital Fingerprint  
Checksum**

**da29056b2ce5fb9e19eb16a2ca876a67**



Haylee Hathaway  
Party ID: 112d4efa-343e-4efe-970e-b90a12a2b932  
IP Address: 67.199.174.131  
Security Level: E-mail

**Digital Signature:**

*Haylee Hathaway*

Multi-Factor  
**Digital Fingerprint  
Checksum**

**414df4e119250789c59452873e7ab21f**



## Timestamp

## Audit

October 14, 2021 1:24 pm  
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October 14, 2021 2:07 pm  
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October 18, 2021 11:38 pm  
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Document signed by Lindsay Hathaway - callily26@live.com IP 67.199.174.131

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The document has been signed by all parties and is now closed.



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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