



Lease Agreement

THIS LEASE AGREEMENT is entered into on: _____ by the management of LandMark Pointe Management, PLLC, hereinafter called Landlord and the undersigned Tenant covering:

No. # located at: _____

Tenant _____ Tenant _____
 _____ **1. TERM:** The premises are leased for a period of _____ months, from
Initial _____ To _____

_____ **2. Rent and other payments:** Tenant(s) agree to pay rent as follows: _____ Per mo &
Initial _____

- (A) Rent is due on the first day of each month. Any and all money received will be first applied to the oldest outstanding balances due.
- (B) A late charge of \$15.00 per day, beginning on the 5th of each month will be assessed, if rent is not paid to the Lessor or Lessor's agent by that time,
- (C) **Rent payments are to be paid at the following location: Various – See welcome packet**
- (D) **Utilities/Appliances: All tenant utilities are to be put in to tenants name within 72 hours . A fee of \$50/day fee will be assessed for each day beyond that time**

Tenant will pay the following utility costs:

_____ Water & Sewer	_____ Natural Gas	_____ Electricity
_____ Garbage	_____ Snow Plowing	_____ Cable

The following items are included in the dwelling:

Refrigerator _____	Dishwasher _____	Stove _____
Disposal _____	Washer _____	Dryer _____

(E) Any returned or dishonored checks for any reason whatsoever shall be subject to an additional returned check fee in the amount of \$25.00.

(F) Lessee agrees to keep yards, grounds and garbage areas clean and attractive; to restrict activities and entertainment so as not to disturb other people's privacy, peace and quiet; to provide Lessor with duplicate keys for any additional locks installed or changed locks by Lessee or at Lessee's request, within one day of said installation; to not keep any liquid-filled furniture in the dwelling without written permission from the Lessor; and to (in cooperation with other tenants if applicable) water and maintain any surrounding grounds, including lawns and shrubbery, and to keep the same clear of weeds and to keep walkways free of debris and snow. The Lessee agrees that if the above service obligations are not completed, Lessor may arrange to have them completed and the Lessee shall pay a reasonable prorated cost for such services. Exceptions to the above shall include:

(G) **Keys and Locks:** Keys are to be returned to Management no later than closing of the last day of the rental period. Tenant will be charged for each unreturned key and/or lock change. Rent will be charged through the days keys are returned.

Tenant acknowledges receipt of _____ door keys and _____ mail keys and _____ storage keys. (\$25.00 minimum for each non-returned key)

3. Receipts: The Landlord acknowledges receipt of the following sums at the time of **Initial** move-in:

\$ _____ First month's prorated rent.

\$ _____ First month's rent.

\$ _____ Security deposit. Tenant shall not be entitled to receive any interest on the Security Deposit maintained by the Landlord in an interest bearing account.

\$ _____ Pet Deposit (non-refundable)

\$ _____ Other

\$ _____ Total

4. Occupancy: The property is leased to the Tenant(s) for occupancy sole by _____ (number of adult age 18 and over) and _____ (number of minors.)

The full names of each occupant and the ages of each child are as follows:

Tenant(s) agrees not to add any other person's without agreement of the Landlord and agrees not to sublet any portion of the property, and not to keep any roomer, or boarders, or in any other way increase the occupancy of the property beyond that specified herein. In the event of any change of occupancy, the following is required(1) New adult occupant must complete application

and(2) A new or amended Lease Agreement must be signed by the parties. Any changes in family size as a result of birth or adoption will not require approval of Management. In the event the above procedure is not followed, the undersigned Tenant(s) can be held liable

by Management for any action caused by said occupant(s) and may result in an action for eviction and /or a judgment for demands.

_____ **(5) Deposit:** A minimum security deposit of \$ _____ will be required. Of this **Initial** minimum deposit, the amount of \$200 of said deposit will be non-refundable for the managerial lease fee of a tenant(s) for whom a lease is signed. The deposit shall be refundable within thirty days from the end of this lease period or any extension thereof, if the premise are left clean and undamaged, all keys have been returned and Lessee has no other monies due. Should the Tenant(s) vacate the rental unit before lease term has elapsed, tenants will forfeit the deposit and will be liable for advertising costs and lost rent. Lessee's agrees that the lessor may deduct from the security deposit all reasonable charges to accomplish cleaning and/or repair form damage over normal wear and tear. The amount or \$300.00 of said deposit shall not be refunded if the leased premise smells of tobacco after being vacated. The security deposit is subject to being retained by the lessor under the following conditions:

- a. any cost for repairs resulting from damage to the unit or its' contents caused by lessee or guest.
- b. If lessee fails to move into the unit after an agreement has been made and this contract has been signed.
- c. If the unit has not been cleaned to the satisfaction of the Lessor or the Lessor's agent when Lessee moves from the apartment as per cleaning list provided to the Lessee upon Lessee's request.

_____ **6. Notices:** Notices shall be in writing and in compliance with the provisions of the **Initial** Uniform Residential Landlord and Tenant Act and related statures. Notices to the Landlord shall be delivered to the representatives of the Landlord at 285 East State Rd. Pleasant Grove, Utah and notices to the Tenant(s) shall be delivered to the property door or handed to any adult who answers the door. Any notice hand delivered to the door will be subjected to a \$25 serving fee.

Lease Termination: Unless terminated as provided herein, this agreement shall be automatically renewed for successive terms of one month each at the rental rate and year, but will be charged a \$50.00 lease renewal fee. Either party may terminate this Lease at the end of the initial term or a successive term by giving written notice at least 30 days before the rental due date.

Month to Month Rental Termination: In the event that this Agreement is a month to month agreement by is express terms or becomes a month to month agreement by holdover, either party may terminate the month to month agreement by giving written

notice at least 30 days before the rental due date specified in the notice unless the entire month's rent is paid in advance and approved by Management. Tenant(s)' failure to obtain Landlord's approval for holdover is deemed willful and in bad faith.

_____ **7. Alterations:** Tenant(s) accepts the premises in its' present condition and agrees to
Initial surrender the premises at the termination of the Agreement in a condition the same as the present state, normal wear and tear excluded. Tenant(s) shall not paint or make any alterations to the premises without consent of the Landlord.

_____ **8. Tenant's Responsibilities:** For the term of this Agreement, Tenant(s) agrees:

- Initial** (A) To meet the terms of this Agreement;
(B) To properly dispose of all garbage and other organic or flammable waste;
(C) To properly use the electrical, heating, and plumbing appliances (Tenant(s) must pay for damage caused by misuse, to include stopped or clogged drains, ect.)
(D) To not destroy, deface or damage the premises;
(E) To not affix posters, pictures, mirrors, or other items on the walls with adhesive materials;
(F) To not place screws or nails in cabinets, doors or windows;
(G) To not paint or decorate the premises or make any alterations without written consent;
(H) To not permit a nuisance or common water;
(I) To not violate any Municipal, State or Federal Law;
(J) To not house any pet or animal without prior written consent as provided in #9;

_____ **9. Pets and Animals:**

Initial Pets Allowed _____

Pets Not Allowed _____

When Pets are allowed, an added pet deposit of \$ _____ per pet will be mandatory. Such Pet Deposit is non-refundable as per #3

-If Pets are not allowed there may be a fee up to \$2,000 if pets are found in/or on the property.

_____ **10. Liability:** Tenant(s) agrees that all personal property on the premises shall be at the

Initial risk of the Tenant(s). Tenant(s) further agrees to hold the Landlord harmless in any matter for/or on account of any loss or damage sustained by action of any third party, fire, water, theft, or the elements, or for loss any article from any cause from said premises or any other part of said buildings. Further, the Landlord shall not be liable for any injury to the Tenant(s), his family, guests, employees, or any person entering the premises, building or property of which the leased dwelling is a part. This clause is not meant as an exculpation or limitation of any liability of the landlord arising under law,

but is written to explain the Tenant(s) responsibilities and liabilities. **THE LANDLORD STRONGLY RECOMMENDS THAT THE TENANT OBTAIN RENTAL OR OTHER INSURANCE** to cover the Tenant(s) personal belongings, to protect the Tenant(s) against personal injury liability, and to cover any other liabilities or losses the Tenant(s) may incur. Tenant_____ (shall) or _____ (shall not) be required to obtain renters insurance.

_____ **11. Access:** Tenant(s) shall allow Landlord or its agent's access at all reasonable times to
Initials said property for the purpose of inspection, or to show said property to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. Landlord shall, wherever practicable, give the Tenant(s) twenty-four (24) hours prior notice of its intention to enter the property. Tenant(s) agree(s) that in case of emergency or abandonment, the Landlord or its agents may enter the property without consent of the Tenant(s).

_____ **12. Removal of Property:** Tenant(s) agree(s) that in the event of abandonment of
Initial personal property, the Landlord will dispose of the property in accordance with the Uniform Residential Landlord and Term Act.

_____ **13. Non-payment of Rent:** If rent becomes seven days in arrears, Management will give
Initial the Tenant a written notice stating that in 72 hours the Management may terminate the Lease Agreement and take possession of the premises. This will remain in effect until all past due rent plus late charges are paid. If lessee abandons or vacates the property for three days, without notifying lessor, while rent is due, Lessor may re-rent the premises and consider any property left on the premises abandoned. Said property shall be removed and stored at the expense of the Lessee, and may be recovered by Lessee within thirty days by paying Lessor all costs and any rent due. After thirty days, Lessor may attempt to sell the property at fair market value and apply the proceeds toward any amount the Lessee may owe. In the event the Lessor reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises is hereunder, to the maximum event of the law. No failure by Lessor to enforce any term hereof shall be deemed a waiver of Lessor's right to the full amount thereof. If any terms of the contract are legally unenforceable, such terms shall not void the other parts of this contract.

_____ **14. Collection of Rents Due:** should the Lessor be compelled to commence or sustain an
Initial action to collect rents or payments thereof or for damages, or to dispossess the Lessee or to recover possessions of said premises, the Lessee shall pay all costs in connection therewith, including reasonable attorney's fees. Lessee also agrees to pay 18% per annum on any unpaid balance or judgment which Lessee may owe Lessor after vacating the premises.

_____ **15. House Rules:** In the event that the premises are portion of a building containing
Initial more than one unit, Lessee agrees to abide by any and all house rules, whether promulgated before or after the execution thereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, pets , parking and use of common areas. Lessee shall not have a waterbed on the premises without prior written consent of the Lessor. No loud music or noise is allowed before 8:00 am or after 10:00 pm. Any complaints from other tenants after a warning has been given will constitute a violation of this agreement and can be terminate said agreement at the option of the Lessor. Lessee nor his guest will be allowed to smoke in any part of the unit at any time and all smoking done by residents or guests must occur no less than 100 yards from the building. The Lessee also assessed an additional \$50.00 cleaning fee for the removal of such debris.
Lessee agrees to maintain a phone during the period of the lease and agrees to provide the Lessor with the phone number within a week of beginning of lease. Failure to comply with the Rules and Regulations may , at the discretion of the Management, be grounds for termination of the Lease Agreement.

_____ **16. Assignments and Subletting:** This agreement is not transferable. Tenant agrees to
Initial not sublet this dwelling without prior written consent of Management. This applies to individual charges. Those listed on the rental agreement shall be liable for all provisions of the agreement, unless modified in writing.

_____ **17. Time is of the essence for this agreement.**
Initial

_____ **18. Additional Comments or Agreements:** _____

Initial

Initial

Initial

Initial

In Witness where of, the parties hereto have hereunto set their signatures the day and year written below.

Lessee's Signature(s)

Lessor's Signature(s)

Dated this _____ day of _____, 20____