

RESIDENTIAL RENTAL AGREEMENT FOR INDIVIDUALS SHARING ACCOMODATIONS

(Make checks payable to the building name and apartment number you are staying in. Mail to Crestwoods, 880 North 650 East #8 Logan, UT 84321)

This agreement is made by and between, _____ hereinafter called the Management and _____

hereinafter called the Tenant, for the lease of the housing premises at _____, Logan, UT 84321. It is expressly understood that this agreement is between the Management and the Tenant.

- Term:** The Term shall begin on _____, 20____, and continue until _____, 20____. Tenants agree to vacate the premises at 12:00 noon on the final day of this Term unless other arrangements are made in writing. A \$100.00 per day penalty will be incurred beyond move-out day and time.
- Rent:** The rent per Tenant shall be:
Summer Rent: \$ _____ payable in 2 installments: April 1 and May 1 @ \$ _____.
School Year Rent: \$ _____ payable in 6 installments: June 1, July 15, August 25, October 5, November 15, and January 10 @ \$ _____.
(\$5.00 per day late fee if received in office after due date up to \$50.) A returned or post-dated check will be treated as if a check was received the day it is a good check. An additional fee of \$25.00 will be charged for returned checks. Cancellation of the contract and forfeiture of entire deposit may occur by management if rent is not paid within 15 days after rent is due. These payments are based on _____ Tenants per apartment. No more than this number of people shall occupy the premises without the written consent of Management. Tenant must notify management of any overnight guest and pay \$20/day for any guest staying longer than 3 days. Significant others may not stay overnight at any time.
- Security Deposits:** A \$90.00 (\$45.00 summer) per Tenant non-refundable charge shall be paid as a reserve for general repair of building and grounds. A \$260.00 (\$155.00 summer) refundable security deposit shall be paid prior to occupancy. The refundable deposit will be returned less cleaning and damages caused by the Tenant and their guests. Security deposits shall not be applied to rent by the Tenants, but shall be used by Management at its option to reduce management's damages if Tenant vacates the premises without suitable replacement while still under contract, fail to pay rent as agreed, or any other action or negligence causing damage including physical destruction of property, cleaning and other costs provided for in this agreement. If a Tenant must vacate the premises for violation of any of the provisions of this contract, the entire security deposit shall be forfeited in addition to the above described damages, cleaning, and lost rent charges. Retention of this deposit by the Management shall not relieve Tenants from paying the full amount of their contracted responsibilities.
- Maintenance and Alterations:** Tenants accept the premises as being in good order and repair, unless otherwise indicated in writing in three (3) days of occupation. Tenants shall not clean or alter the apartment and expect reimbursement. Tenants shall maintain the premises, including common areas, and all furnishings therein, in a clean and sanitary manner, and shall surrender the same at termination, normal wear and tear excepted. Tenant shall not paint or otherwise redecorate or make alterations to the premises without prior written consent of the Management. Tenant agrees to notify Management of any malfunctions and to request repairs and services in writing, except in emergency when telephone calls will be accepted. Tenants shall notify Management immediately of reasonably necessary maintenance. Management shall act with due diligence in making necessary repairs, and rent shall not be withheld during such period.
- Tenants' Personal Property:** Management will not be liable or responsible in any way for loss or damage to person or property of Tenant or their guests unless due to negligence of Management. Management recommends that Tenant secure insurance against such losses. Barbecue grills, trash or other items cannot be stored in hallways or outside the building.
- Property Damage:** All missing or damaged articles which are furnished with the premises by the Management shall be charged against the Tenant at replacement cost. Tenant is responsible for all damages to the premises and furnishings caused by action or negligence by themselves or their guests including fire and water damage. Expense or damage caused by stopping of waste pipes or overflow from bathtubs, showers, toilets or washbasins must be paid by Tenant. Failure to immediately report leaky faucets or any other conditions which result in property damage shall be considered Tenant negligence. Pin and nail holes are considered damage and repair cost will be charged to Tenant.
- Rules and Regulations:**
 - No tenant shall move into the premises without first checking in with the Management, when a key will be issued. Key replacement cost is \$25.00.
 - No dogs, cats, or other animals will be allowed in or on the premises or grounds at any time, whether permanent or temporary, whether belonging to Tenants, guests or others. A fish in a bowl (no tanks) is allowed. A penalty of \$25.00 for any part of a day will be charged for violation. Any ESA accompanying a tenant or guest requires pre-approval by management and will accrue fees if present without written approval.
 - There will be no smoking or drinking of alcohol in the apartments or on the premises (parking or grass areas) by residents or guests. \$100.00 fine for the first offense and cancellation of agreement at second offense. Residents will share the \$100.00 fine if it is not known whose guest was smoking or drinking.
 - Beds, vacuum cleaners, screens and all other furnishings are to remain within the apartment at all times. Only Management is authorized to remove them. There shall be no tampering with screens, electrical systems, furnaces, water heaters, smoke alarms or any other fixtures.
 - Gasoline, oil, fireworks or other combustible materials are not to be stored on the premises. Nothing shall be stored in the furnace rooms as this could be a fire hazard.
 - There are to be no waterbeds without written approval by the Management.
 - Automobiles, motorcycles, bicycles or other mechanical equipment may be driven or parked only in designated areas, NEVER on lawns or sidewalks. There shall be no major repairs or disassembling on the premises. No trailers, boats, RV's etc. are allowed. Only vehicles in daily use are permitted on premises. On-site parking is limited and may not be available to every tenant. Parking permits will be issued on a first come, first served basis for a fee of _____.
 - No party shall violate local, state or national laws or health codes. No Drugs.
 - Disorderly conduct which disturbs the peace, including shouting, loud music, noise, boisterous parties, pranks, rowdy behavior or any activities creating a nuisance or endangering the health or safety of individuals or damaging property is strictly prohibited. Such nuisance violating this agreement may result in Management cancelling this contract.
 - Tenants agree to inform Management of any occurrence of disturbing, destructive, hazardous, unlawful or suspicious activities on or near the premises.
- Right to Inspect:** Management reserves the right to enter the premises at reasonable times for the purposes of inspection, maintenance, repairs, disturbances, and to show the premises to prospective Tenants, purchasers and appraisers.
- Pests:** The premises is accepted as insect, rodent and pest free by Tenant at the time of occupancy. Tenant warrants and represents that none of the items brought onto property or within the premises have been exposed to pests and that all such items have been inspected by Tenant. Tenant agrees to be responsible for all costs relating to removal, extermination, control, cleanup and management of pests which are either brought in by the tenant, guests, occupants, or others.
- Assignment:** Tenant shall not assign or sublet their interest in this contract or permit additional persons to occupy the premises without prior written consent of the Management.
- Utilities:** Tenant shall be responsible for activating and paying the following Utilities and services: Logan City Utilities (Electricity, Water, Sewer, Garbage) and Questar Gas. A cable fee of \$ _____ per month will be charged to the deposit. If tenant neglect necessitates management transferring utilities to its name, a fee of \$5/tenant/day will be assessed. If a furnace is found turned off during winter months, a fee of \$40 will be charged to Tenant. If it is not known who turned off the furnace, residents will share the \$40 fine.
- Abandonment:** Abandonment shall have occurred if, (1) Without notifying the Management, Tenant is absent from the premises for fifteen (15) days after rent is due and Tenant's possessions remain on the premises, or (2) without notifying the Management, Tenant is absent for one (1) day while rent is due and Tenants' possessions have been removed from the premises. If Tenant abandons premises, Management may retake premises and attempt to rent it at fair market value. Tenant shall be liable for the entire rent due for the remainder of the term, including rent lost, the cost of restoring premises to the condition at the time it was rented, and reasonable fees for re-renting the premises. If Tenant has left personal property in the apartment, Management may remove and store it and attempt to give Tenant notice of this action. Tenants may obtain property by paying moving and storage costs: If Tenant fails to claim property within 30 days of notice, Management may make reasonable effort to sell the property at fair market value and apply the proceeds toward any amount the tenant may owe. Any money remaining after such action shall be disposed of in accordance with UCA-78-44-11.
- Notices:** All notices shall be given in accordance with state laws. Where delivery is not specified by law, notices may be given by mail to Tenant at their premise, to Management at the address shown below, or at such other places as may be designated.
- Waiver:** No provision of this contract can be waived except by the written consent of Management and Tenant. No failure of Management to enforce any part of this agreement shall be deemed as a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Management's right of the full amount. If for any reason, any portion of this agreement is declared void, the balance of the agreement will remain in full force and effect.
- Enforcement:** The parties to this agreement agree to submit any disputes involving landlord/tenant relations to small claims court. In the event of failure to faithfully perform the terms of this agreement, the defaulting party shall pay all costs, including a collection agency, 18% interest from date due, reasonable attorneys' fees resulting from the enforcement of this contract or any right arising out of such breach.
- Cancellation:** Tenant may cancel this agreement within 30 days, but no later than the date first payment is due or made, for a fee of \$100.00. If notification is given after that date, the Tenant will need to locate a substitute agreeable to Management and pay a \$100.00 transfer fee. Tenant is responsible for rent payments until a substitute is found.
- Exhibits:** The following information has or will be read by the resident and is part of this agreement: (A) Inspection and Inventory sheet to be completed shortly after moving in; (B) Policy Booklet in the apartment; (C) Checkout Packet distributed prior to move out date.
- Entire Agreement:** The foregoing constitutes this entire agreement between the parties. No verbal statement made by anyone relative to this agreement shall be construed to be a part of this agreement unless incorporated in writing herein. This contract may be modified only by a written agreement and signed by both parties.

The undersigned Tenant accepts this agreement and acknowledges receiving a copy:

Tenant Signature: _____ Date: _____

SSN: _____ Parent Phone: _____

Parents Home Address: _____

Tenant E-mail: _____

Tenant Cell: _____

The undersigned Management accepts this agreement: Crestwoods/Sylvisky

(Payments payable to BUILDING NAME and apartment number assigned.)

880 North 650 East #8

Logan, Utah 84321

(435) 755-3181 (office/emergency)

Management: _____ Date: _____