

RESIDENTIAL RENTAL AGREEMENT FOR INDIVIDUALS SHARING ACCOMODATIONS

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

This agreement is made by and between, **Crestwoods** hereinafter called the Management and _____
(print tenant full name)

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

1. **Term:** The Term shall begin on _____, and continue until _____. 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. Occupancy will start on the date term shall begin unless the premises are not ready for occupancy; Management shall not be liable for any damages in the event the premises are not available for occupancy on that date. The non-refundable lease initiation fee listed below shall be paid upon execution of this Agreement and shall be deemed consideration for the institution of this Agreement and is not a deposit.
2. **Rent:** The rent per Tenant shall be:
Summer Rent: \$ _____ payable in on April 1.
School Year Rent: \$ _____ payable in 2 installments: June 1 and October 1 @ \$ _____.
(\$15.00 per day late fee if received in office after due date up to \$150.) 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 \$35.00 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. Management may restrict any guest for any or no reason. Management may require Tenant to move during the lease term to a similar unit/room. Management shall be obligated to give Tenant seven (7) days' notice of such change. Tenant must notify management of any overnight guest and pay \$25/day for any guest staying longer than 3 days. Significant others may not stay overnight at any time.
3. **Lease Initiation/ Security Deposits:** A \$100.00 (\$50.00 summer) per Tenant non-refundable lease initiation fee shall be paid as a reserve to apply to the operational costs of Management in preparation of documents, files, and such other costs incident to the leasing of the premises to Tenant. A \$250.00 (\$150.00 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. No effort to clean individual or common area duties as described in the Check Out Packet will result in forfeiture of entire deposit. 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.
4. **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. Any request for maintenance or repairs shall be deemed to give Management authority to enter the premises without requiring notice or further permission.
5. **Limited Liability:** 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 gross negligence of Management. Management recommends that Tenant secure insurance against such losses. Tenant agrees to be responsible for its own property and for its own safety. It is acknowledged and agreed that although Management is responsible for the upkeep of common areas, parking lots, sidewalks, and areas of the community not subject to control by Tenant, Tenant agrees to accept liability and responsibility in the use of these areas. Barbecue grills, trash or other items cannot be stored in hallways or outside the building. It is specifically mutually agreed that Management shall NOT be liable for any damages (personal injury or to property) directly or indirectly caused by any other occupant, resident, tenant or guest. Management shall not be liable to Tenant 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 tenants, explosions, interruptions of utilities, acts of God, or negligent behavior of Management or its agents, unless such injury or damage is caused by gross negligence of Management or its agents. **MANAGEMENT STRONGLY SUGGESTS THAT TENANT SECURE RENTERS INSURANCE TO PROTECT AGAINST ALL OF THE ABOVE OCCURRENCES.** Management shall hold Tenant liable for any damages caused by Tenant, its occupants, guests and/or invitees including but not limited to fire, flood, explosion, water damage, and pests. Management strongly suggests and recommends that Tenant obtain additional insurance to protect its own belongings. Tenant agrees to indemnify and hold harmless Management and its representatives from any and all liability for actions or inactions of Tenant which cause damage or injury to any party or person. Tenant agrees that locks and latches are acceptable subject to Manager's duty to make needed repairs upon request of Tenant. It is acknowledged and agreed that Tenant had other options available for obtaining housing and chose to enter into this agreement with the limitation on liability of Management. Further, tenant acknowledges that it had to qualify to enter into this agreement. Upon payment of a reasonable charge, Tenant shall have the right to require Management to change (re-key) a door-lock for a fee. Tenant may not place its own locks on the Premises or devices which prevent Management entry. Tenant shall pay for and replace smoke detector and/or carbon monoxide detector batteries as needed. If Management's employees are requested to render services not contemplated in this Agreement, Tenant agrees to hold management harmless for all liability regarding the same. Management may provide security patrols and/or security equipment for the purpose of protecting its property. However, Management will not provide any security for Tenants. Each Tenant 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 Management cannot represent what such persons have had or done within the premises. Tenant acknowledges that it will not hold Management, 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. Management does not warrant that other tenants will have or maintain renter's insurance, and shall not be liable for damages resulting from the actions of such other tenants. Rental insurance obtained by tenant must have a non-subrogation provision as against Management and Management's insurance. Tenant expressly agrees and understands that Tenant will not be considered a co-insured under Management's commercial insurance policy for purposes of subrogation, and Tenant agrees to be responsible for damage resulting from a fire, flood, explosion and water damage caused by Tenant, its guests, occupants, and invitees. It is the intent of the parties that this section be applied so as to provide the maximum allowable protection from actions against Management and that any provisions determined to violate law or policy be severed only to the minimal extent possible leaving all other provisions intact. ***Because of the nature of Student Housing, Management does not warrant the reputation or conduct of any Tenant. Tenant is responsible for its own safety and for the safety and security of its property and valuables. Tenant specifically indemnifies and holds harmless Management from any and all liability resulting from the actions, inactions, or other issues relating to other tenants, guests, or occupants.***
6. **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. If management is requested to plunge a toilet, tenant will incur a \$25 charge. Failure to immediately report leaky faucets or any other conditions which result in property damage shall be considered Tenant negligence. Pin holes, nail holes and any other paint tear or adhesive residue as a result of wall hanging or decoration are considered damage and repair cost will be charged to Tenant.
7. **Rules and Regulations:** Tenant, its guests and other occupants shall comply with all written rules and regulations which shall be considered part of this lease. Management may make reasonable rules changes if made in writing and notice is given to all Tenants. Tenant acknowledges 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 Tenant. All written rules shall be enforced by Management, or Management's representatives, agents and Tenant shall hold the same harmless for reasonable enforcement.
 - A. No tenant shall move into the premises without first checking in with the Management, when a key will be issued. Key replacement cost is \$35.00.

- B. 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 \$75.00 for any part of a day will be charged for violation. All costs of cleaning, de-fleing or other damage or loss suffered on account of a violation of this rule shall promptly be paid to Management by Tenant. Any assistance animal accompanying a tenant or guest requires pre-approval by management. Failure to obtain pre-approval is a significant violation of this agreement which shall allow for immediate eviction.
- C. There will be no smoking (including "vaping/e-cigarettes") or alcohol (consumed or container) in the apartments or on the premises (parking or grass areas) by tenants or guests. \$100.00 fine for the first offense and cancellation of agreement at second offense. Tenants will share the \$100.00 fine if it is not known whose guest was smoking or drinking. Tenant waives any right to a cause of action for a nuisance pursuant to Utah Code 78B-6-1101(3) (smoke and second-hand smoke) and holds Management harmless for any damages relating to smoke. Tenant acknowledges that it has been informed that smoke from outside the premises or from adjoining premises may drift into Tenant's premises. Tenant specifically agrees to abide by the smoking policies of Management which prohibit smoking. This waiver shall apply to all tenants, occupants, guests, and minors. Second hand smoke is defined as a nuisance and may be a cause for eviction. Tenant shall abide by any regulations promulgated by Management regarding smoking. Further Tenant acknowledges that smoking damages the premises and agrees to pay for any such damage.
- D. Candles or incense are not permitted.
- E. 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.
- F. 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.
- G. The premises are only to be used as a residence and may not be used for any business.
- H. All facilities, amenities, and common areas are available to Tenant as a privilege and not a right granted under this Agreement, and are to be used wholly at the user's risk. Any person including Tenant may be restricted from usage at the sole discretion of Management. Any tenant permitting use of amenities (i.e., laundry facilities or parking) by non-tenants will incur a \$50 fine.
- I. 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. Management may regulate the manner, time and place of all parking. Only vehicles in daily use are permitted on premises. Parking is limited and may not be available to every tenant. Parking permits will be issued on a first come, first served basis and are not transferrable. To obtain a parking permit, **if allowed, Tenant will sign the "permit parking only" agreement and pay the parking fee of \$_____.** Parking permits not purchased within 30 days of move in date will be offered to tenants without parking privileges. If parking privileges are declined or revoked and Tenant transfers contract, buyer may not be able to acquire a permit. Any parking incident requiring management intervention with the booting company (i.e., verifying residency or temporary permits) outside business hours will incur a \$20 fee.
- J. Electric bicycles, electric scooters, and other similar devices along with the batteries used in such devices are prohibited from being on the property at any time, due to risk of fire and serious injury to persons and property. The use of property utilities for charging any electric bicycle, electric scooter or any other similar transportation device (other than properly registered and licensed cars) is prohibited. Resident or Resident's guest's failure to comply with this rule is a material violation of this Agreement.
- K. No party shall violate local, state or national laws or health codes. No Drugs. Tenant may be evicted from the Premises without further notice or opportunity to cure for any illegal activity conducted by Tenant, any occupant, or guest.
- L. 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.
- M. Tenants agree to inform Management of any occurrence of disturbing, destructive, hazardous, unlawful or suspicious activities on or near the premises. **Tenant further agrees to immediately report any lease or rules violations, damages to the premises, or violation of other regulations or laws by any other tenant, guest, or occupant.**
8. **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, Management shall not be liable for any damages to Tenant 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 Tenant, its guests, or occupants. In the event this agreement is terminated pursuant to this provision, Tenant shall be responsible to take all steps necessary to have its contents immediately removed at Tenant's expense.
9. **Right to Inspect:** Management reserves the right to enter the premises with or without notice at reasonable times for the purposes of inspection, maintenance, repairs, disturbances, and to show the premises to prospective Tenants, purchasers and appraisers. Mid-term cleaning inspections may be conducted monthly, with 1 week notice. Failure to pass inspection may result in \$20 fine (per tenant if common area fails), non-renewal of lease and/or unfavorable rental reference. If Tenant is not present at the Premises, then Management will have the same right to make such entries by duplicate or master key. If, in Management's opinion, there exists an emergency or a violation of this Agreement, Management 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 Management immediate access if Tenant is in default of any term of this Agreement, immediate access if in Management'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. Management may secure the premises at any time Management deems, in its sole discretion, that the security of the premises may have been compromised, including but not limited to death of a Tenant, incarceration or hospitalization of a Tenant, usage of the premises by non-residents, and protection of Management's assets or security.
10. **Contamination:** Tenant agrees to defend, indemnify and hold harmless Management 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 Management (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 Management. **Tenant 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 or pests but may request that Management conduct such testing provided Tenant prepays the costs of such testing. Management shall have the right to retain the third-party certified testing of its choice.** The results of such testing shall be the property of Management who shall only be obligated to disclose positive results exceeding the legal limits. Tenant further agrees that Management shall not be liable for any damages caused to Tenant, Tenant's guests, occupants, or any property within the premises resulting from mold, mildew or any other contamination. Tenant shall indemnify Management from any liability relating to mold, mildew, or any other contamination resulting in damages to any person or property within Tenant's premises regardless of the source. Tenant agrees to immediately notify Management of the existence of any mold, mildew, or other contamination within the premises. Failure by Tenant to diligently inspect and notify Management of mold or contamination issues will result in Tenant being liable for the damages to the premises caused by the mold or contamination.
11. **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. Tenant agrees to notify Management immediately of any infestation or sighting of any pests within the premises. Failure of Tenant to take appropriate action and notify Management may result in additional units becoming infested. All costs relating to resolution of any pest infestation that is caused or exacerbated by Tenant shall be paid by Tenant. Tenant agrees that it shall hold harmless Management from any and all damages relating to pests within the premises; extermination, control or cleanup of pests; damages to personal property from pests; and any and all other damages relating to pests, regardless of their source.
12. **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.
13. **Utilities:** Tenant shall be responsible for activating and paying the following Utilities and services: Logan City Utilities (Electricity, Water, Sewer, Garbage) and Dominion Energy (Natural Gas). If tenant neglect necessitates management transferring utilities to its name, a fee of \$5/tenant/day will be assessed. All utility services 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 Management, nor is Management liable for interruption or termination. If a furnace is found turned off during the months of November thru March, a fee of \$100 will be split among all unit tenants. Tenant will not disconnect utilities for a minimum of 3 business days beyond lease end date to facilitate cleaning; if utilities are shut off before such time the tenant agrees to pay a \$100 charge.

14. **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 Tenant's 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 at the Tenant's last known address. Tenant may obtain property by paying moving and storage costs. If Tenant fails to claim property within 15 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. Tenant agrees to waiver of notice of the sale. Any money remaining after such action shall be disposed of in accordance with UCA-78-44-11.
15. **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. Any dispute in amounts due by Tenant must be stated in a separate written notice provided to Management and not merely stated on the face or rear of a negotiable instrument.
16. **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.
17. **Miscellaneous:** Management may without notice require payments in money orders or certified funds. Acceptance of personal checks is not required. In the event any Tenant transfers to other premises, any amounts due for rent or damages shall automatically transfer as rent to the new premises and shall be immediately due. Electronic payments are not deemed received if paid after service of an eviction notice. Management shall be entitled to reject and return any funds paid electronically if done so within five (5) days after Tenant gives notice in writing of such payment. Tenant shall notify Management in writing when paying electronically. Tenant's right to possession and all Managements' obligations are expressly contingent on prompt payment of rent. Use of the premises by Tenant 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 Management shall be applied first to nonrental obligations of Tenant, then to the oldest amounts due, regardless of notations on checks. By this Agreement each Tenant herein grants a power of attorney to each other Tenant of assigned unit to accept service of process and give notices to Management. Tenant agrees that firearms and weapons are restricted from common areas and amenities. Management may further restrict possession, storage, and usage of any firearm or weapon.
18. **Non-discrimination and Disability:** "All persons will be treated fairly and equally without regard to race, color, religion, sex, familial status, disability, national origin, source of income, sexual orientation, or gender identity." It is the policy of Management to reasonably accommodate all handicaps and disabilities as defined under state and federal laws as required by existing law. It is agreed that Tenant shall notify Management 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 Tenant fails to notify Management of any needed accommodation, Management shall not be liable for damages suffered by Tenant. It is agreed that Management is under no obligation to accommodate Tenant until proper notification with supporting documentation (if necessary) is provided to Management and Management has had the opportunity to grant or deny the accommodation or modification. Management may deny any request that does not meet the necessary requirements, is not reasonable, or where insufficient information has been provided to establish the required elements of the request.
19. **Enforcement:** To enforce any breach or in any lawsuit involving statutory or contractual obligations of Management or Tenant, 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. **For 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 Tenant brings a claim against Management or its agents with a state or federal agency, Management shall be entitled to recover as against Tenant any attorney fees and/or costs and damages for its time (including an hourly rate for Manager or its agent's time) if the agency fails to make a finding against Management. 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.
20. **Cancellation/Transfers:** Tenant may cancel this agreement within 30 days but no later than the date first payment is due or made, whichever comes first, forfeiting entire deposit. If notification is given after that date, the Tenant will need to locate a substitute agreeable to Management and forfeit entire deposit, except contracts sold after move-in date, which will incur a \$150 transfer fee. Tenant is responsible for rent payments until a substitute is found. Tenant shall still be responsible for any damages to the Premises which may have occurred prior to the transfer. Substitute tenant shall sign a new lease and provide a new deposit and non-refundable lease initiation fee. Management may require tenant to transfer to a similar unit within the community during the term of this agreement. If such transfer is at the request and requirement of Management, Tenant shall not be obligated to pay any transfer fee and Management shall pay to Tenant reasonable costs of transfer up to a total of \$75.
21. **Exhibits:** The following information has or will be read by the Tenant and is part of this agreement: (A) Check In information sheet and condition sheet, to be completed shortly after moving in; (B) Policy Booklet in the apartment; (C) Permit Parking Policy (if applicable); (D) Checkout Packet distributed prior to move out date.
22. **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 (required): _____ Phone: _____

Tenant E-mail: _____

Parent/ Permanent Address: _____

Parent/Emergency Contact Name: _____

Phone Number: _____

Do you have allergies to: Dogs Cats Other (specify): _____

I grant permission to release contact information to contracted roommates _____ (initial)

Roommate Request/ Group Members: (fulfilled as availability allows)

Requests for roommate contact information must be made BY EMAIL ONLY within 1 month of contract start ONLY if tenant has given permission to release own information.

The undersigned Management accepts this agreement: **Crestwoods**

(Payments payable to BUILDING NAME)

880 North 650 East #8
Logan, Utah 84321
(435) 755-3181 (office/emergency)

Email: seeley3181@msn.com

