

LEASE AGREEMENT

Renter Name, herein called "Resident(s)", hereby agrees to rent the real property located in the City of **City Name**, Davis County, Utah, **Zip Code**, At **Property Address**, commencing on the **Nth** day of **Month**, 2017. Owner/Manager rents premises to Resident on the following terms and conditions:

1. TERM: the term shall be 12 months commencing on **Move In Date** and continue on a lease basis until **End Date** and will automatically renew for another 12 months, unless written notification is given to Owner/Manager at least thirty (30) days in advance of the End Date. It is also understood that if this term is broken by the Resident, or if default by resident has occurred as set forth in the "Default By Resident" paragraph below, except as provided under the Early Termination provision as listed below, the Resident understands and accepts that they are completely and wholly financially liable for any lost rent between their move out and a new residents move in and any and all other associated re-renting costs incurred by the Owner/Manager.

Early Termination Fees: If the resident(s) chooses to terminate the lease prior to the agreed end date, the following is required.

- Resident will provide written notice of termination a minimum of 31 days prior to the requested end date.
- Termination end date must be a month end.
- Resident will be assessed a \$1,500 re-marketing and early termination release fee. Payment of said fee is payable 30 days prior to the termination date.
- Resident will make property accessible to show the property during the 30 days prior to the move out date.
- Resident will keep the property clean and presentable for showings.

Military Release Clause: The lease may be terminated by Tenant thirty (30) days after Tenant notifies Landlord, in writing, that: (1) the Tenant has received permanent change-of-station orders out of the area or (2) the Tenant is discharged or released from active duty. The lease may also be terminated thirty (30) days after Tenant has notified Landlord, in writing, that the Tenant has received notice from the Housing Office that government quarters are available under either of the following conditions: (1) Tenant has been ordered by his or her command to reside in government quarters; or (2) tenant informed Landlord prior to commencement of the lease that Tenant has requested government housing and is awaiting government quarters. Tenant will provide Landlord with a copy of such documents as may be necessary to substantiate the exercise of this military release clause. The word "Tenant" shall include the plural and shall apply equally to any and all Tenants residing in the premises under this lease who are members of the United States Armed Forces and their dependents. The exercise of this provision by any one of multiple Tenants shall constitute release for all Tenants.

2. RENT: Rent shall be \$**Amount** per month, (plus pet rent if applicable; section 4 below) due on the First day of each month, prorated if move in is mid-month. Auto payment is preferred. The payment details are as follows:

PSA Rentals; Wells Fargo Bank; Routing/Acct # 124002971 / XXXXXXXXXX

If using auto bill pay from your bank send the payment to the address below.

Our business address is PSA Rentals, LLC at 997 West 950 North, Suite 200, Centerville, Utah 84014. If rent is not paid when due, Resident agrees to pay late charges of \$50.00 (fifty dollars) after the fifth (5th) day of the month, and ten dollars (\$10.00) per day thereafter. Payment of this late fee does not invalidate Owner/Manager rights as set forth in "Default by Resident" paragraph below.

Resident agrees to pay twenty five dollars (\$25.00) for each dishonored bank check or transfer. If this

INITIAL: RESIDENT_____ RESIDENT_____ OWNER/MANAGER_____

occurs more than once, only money orders or cashier's check will be accepted from that time on. There is a \$75.00 charge if it is necessary to serve a "3 Day Pay or Vacate" notice. This notice will be served after the 5 day grace period. All monies received are applied to the oldest outstanding debt.

The Security Deposit is required at time of acceptance and signing of this lease. First month (or first and last month) rent is due upon property inspection and before move in. Last Month rent may be required depending on credit screening

3. USE: The premises shall be used as a residence only and for no other purpose by the undersigned. There are # children (**names of children**) that are also allowed to occupy said premises with the undersigned.

Guests staying over forty-eight (48) hours will be considered to be in violation of this provision and Resident will be charged additional rental monies at the rate of \$15.00 per person day. Visiting relatives such as parent, grandparent, or children may stay for 5 days with no notice. Eviction proceedings will begin unless prior arrangements have been made with the Owner/Manager in writing.

4. PETS:

____ Pets at the property are not allowed.

____ Pets at the property are allowed. Small or medium sizes pets (under 30 pounds) are allowed with prior written approval from the Owner/Manager. Upon approval an additional \$35 per pet monthly pet rent is required. Additionally, a non-refundable pet deposit of \$300 is due with the Security Deposit listed in number 8 below. A maximum of two pets may be allowed.

Violation in this section will result in a 3-day notice to comply with the terms of the agreement or to vacate the premises. Resident has ____ pet(s). Breed(s): _____.

5. NON-ASSIGNMENT OF RENTAL AGREEMENT: Resident agrees not to assign this agreement, not to sub-let any part of the property, nor to allow any other person or persons to live therein other than as named in paragraph three (3) above without first obtaining written permission from the Owner/Manager. Covenants contained in this rental agreement, once breached cannot afterward be performed; and the unlawful detainer proceedings may be commenced.

6. COLLECTION AGENCY/ATTORNEY'S FEES: If collection agency or court action is sought by either party to enforce the provisions of the rental agreement, all related fees and expenses may be awarded to the prevailing party in the action.

7. PHONE: Manager must be notified within two (2) days of any contact phone number change. Internet installation can be done by the resident but no holes are to be put into the building without manager approval.

8. SECURITY DEPOSIT: Residents hereby agree to pay a refundable security deposit of \$1,200 and a non-refundable cleaning fee of \$200 (plus a \$300 Pet Deposit – if applicable), for a total of \$1400.00 (\$1700.00 – if applicable) payable upon execution of this agreement. Refund of refundable security deposit is dependent upon Resident fulfilling ALL of the following conditions:

1. Resident has provided both a written notice and a forwarding address to the Owner/Manager thirty (30) days prior to the date of termination.
2. Resident has no other monies due.

INITIAL: RESIDENT_____ RESIDENT_____ OWNER/MANAGER_____

3. Resident has thoroughly cleaned the premises, appliances, and fixtures. The Owner/Manager will deduct from the security deposit charges as set forth herein to accomplish cleaning or repair from damage beyond normal wear and tear.
4. All individuals using or occupying the premises have surrendered the premises to the Owner/Manager, and all remotes and keys to the premises are turned in to the Owner/Manager on the specified date. ____ House Keys; ____ Garage Keys.; ____ Garage Remotes.
5. Resident has completed entire lease term.

9. **RESIDENT COOPERATION:** Resident agrees to cooperate with Owner/Agent in showing property to perspective tenants, prior to termination of occupancy or in conjunction with any appraisal or inspection required in the sale or refinance of the property. Resident agrees to allow Owner/Manager or his agent to enter the residence at reasonable times to inspect, make repairs, etc.

10. **REMOVAL OF OWNER'S PROPERTY:** If Resident removes ANY property belonging to the Owner/Manager without the express written consent of the Owner/Manager, this may constitute, termination by Resident of this rental agreement. Owner/Manager may also take legal action to recover loss of property.

11. **CLEANING, PAINTING AND REPAIR FEES:** Resident hereby agrees to accept the property in its present state of cleanliness. They agree to return the property in the same condition or have deducted from their deposit the following amounts.

DEPOSIT DEDUCTIONS

WINDOW SCREENS: A twenty-five dollar (\$25) charge will be deducted from deposit for each damaged or missing screen as noted on property checklist.

CARPETS: A thirty dollar (\$30.00) charge will be deducted from the deposit for EACH non-removable stain. If carpet must be replaced because of stains, Resident will be responsible for 50% of the replacement cost.

CHARGES FOR ITEMS NOT CLEANED

<u>KITCHEN</u>	<u>BATHROOMS</u>	<u>BEDROOMS</u>
Stove \$30.00 Dishwasher \$8.00 Stove Hood \$10.00 Pantry \$15.00 Disposal \$3.00 Cabinets \$20.00 Countertops \$7.50 Wash Walls & Ceilings \$40	Cabinets \$8.00 Tub/Shower \$30.00 Fixtures \$8.00 Toilet \$10.00 Wash Walls/Ceilings \$20.00	Wash Walls/Ceilings Per Room \$30.00
<u>LIVING/FRONT ROOM</u>	<u>ALL ROOMS</u>	<u>MISC.</u>
Wash walls and ceilings \$40.00	Floors \$20.00 Per Window \$10.00 Sliding Doors and Closets \$10.00	Miscellaneous repairs are performed on a per hour basis at \$35/hr Paint and repair: Per Wall: \$30 Per Ceiling \$35 holes in the walls \$8 each

INITIAL: RESIDENT _____ RESIDENT _____ OWNER/MANAGER _____

12. **RESIDENT INSURANCE:** No rights of storage are given by this agreement. Owner/Manager will not be liable for any loss of Resident's property. Resident hereby acknowledges this and agrees to make no such claims for any losses or damages against Owner/Manager, his agents or employees. Resident has the responsibility to purchase insurance at their own expense sufficient to protect themselves and their property from fire, theft, burglary, breakage, electrical connections natural disasters, etc. They acknowledge that if they fail to procure such insurance it is their responsibility and they alone shall bear the consequences. The tenant also agrees to hold the Owner/Manager harmless for any injury or damage to any person upon the premises, walkways, parking areas or any of the adjacent areas for any reason whatsoever. **PURCHASING RENTERS INSURANCE IS REQUIRED** in order to rent. For information on obtaining renters insurance, please contact Roger Grow at A Insurance Agencies, (801) 716-7116. Please add PSA Rentals as an additional insured on your renters insurance.

13. **ABANDONMENT:** If residents leave the premises unoccupied for 15 days, without paying rent in advance for that month, or while owing any back rent from previous months, the Owner/Manager has the right to remove any personal property and store it at the Resident's expense. Resident will also be billed \$150 for moving the contents to storage.

14. **LOCK POLICY:** No additional locks will be installed on any door without written permission from the Owner/Manager. If approved the Owner/Manager will be given duplicate keys for any and all locks.

15. **CONDITION OF PREMISES:** The Resident hereby acknowledges that the said property is in good condition. If there is anything about the condition of the property that is not good, Resident agrees to report it in writing to the Owner/Manager within three (3) days of taking possession of the property. Resident also agrees that failure to file any written notices of defects will be legally binding proof that the property is in good condition at the time of occupancy.

16. **SMOKING & ILLEGAL DRUGS:** Resident understands and agrees that smoking and/or illegal drugs are **NOT ALLOWED** in the premise or within 50 feet of the property. **VIOLATION OF THIS PROVISION WILL RESULT IN A 3 DAY NOTICE TO VACATE THE PREMISES OR COMPLY WITH THE TERMS OF THE RENTAL AGREEMENT.**

PSA Rentals performs a METH test prior to and after each rental. This test is performed by ALS Labs in SLC. Upon request, each tenant will be provided with a copy of the results. PSA Rentals reserves the right to perform additional tests at any time with prior written notice.

17. **HOUSEKEEPING:** Resident agrees to keep the unit in a clean and sanitary condition and to not permit any deterioration or destruction to occur. The Resident acknowledges that they are legally responsible for keeping entryways clear and free of clutter, also to keep furnace and water heater closet free of clutter. Owner/Manager will inspect the premises quarterly, test smoke detectors, change HVAC filter, and inspect caulking around sinks and tubs, and inspect under sinks and behind washers and dryers to prevent water damage, and miscellaneous other potential problems that may need to be resolved. If the carpet starts showing signs of grime, spots, etc it will be recommended that the tenant have the carpets cleaned. This will be discussed at the time of a quarterly inspection. Much of the problems we see with accelerated carpet wear can be avoided. Many times it is the result of people eating and drinking in carpeted areas. We recommend the use of a truck mounted steam cleaner. We use Riley Carpet cleaning service (801) 525-0336 who do a great job and are reasonably priced.

18. **VEHICLE POLICY:** Park only in the areas provided. Junk vehicles, vehicles on blocks, non-running vehicles or unregistered vehicles are not permitted on the property. Removal will be at the

INITIAL: RESIDENT_____ RESIDENT_____ OWNER/MANAGER_____

Resident's expense. Resident agrees not to perform any vehicle maintenance or mechanic work on the property

19. ALTERATIONS: Resident shall make no alterations to the unit or associated grounds. Resident specifically agrees to not mar walls and/or ceilings with tacks, nails, screws, tape, etc. The only approved method of hanging pictures or decorations are the ones that use the Command Adhesive product line. Their hook type products will hold 2-5lbs. Their picture hanging Velcro type product will hold 19lbs. They can be obtained at most hardware stores and Wal-Mart. They are reusable.

20. UTILITIES: The City of **CITY NAME** requires that the city services be billed to the property owner and will not allow the tenant to be billed directly. The tenant is still responsible for these charges. The current average monthly amount for the Water, Sewer, Trash is **\$90** and should be added to your rent payment each month.

The tenant is also responsible for the following utilities or services: Electricity, and Natural Gas.
Questar Gas - (801)-324-5111 opt 4
Rocky Mountain Power - 1-888-221-7070 opt 1

21. YARD MAINTENANCE: Resident agrees to care for the landscaping which includes watering, mowing the grass, trimming any bushes, and weeding the flower beds as needed. In general to help keep the yard in good condition. **If the yard is not kept up, resident will be given notice and 3 days to comply or Owner/Manager will hire someone to do it and bill resident \$40 per week until it is back in shape. Then it will be returned to them for continued maintenance (6 weeks).** Snow removal from walkways, the steps and driveway is the responsibility of the resident. If weeds are excessive at move out time, a weed treatment fee of \$50 will be deducted from deposit to treat the weeds.

22. HOA/CITY: Resident acknowledges receipt of a copy of the Home Owners Associations Agreement or neighborhood or City covenants and restrictions and agrees to comply with the terms and conditions of said agreement. ___HOA Agreement; ___CCRs; ___Neither. City rules and regulations as well as the HOA agreement are linked from our website to the appropriate document.
<http://www.psapmanagement.com/Residential/index.htm>

23. SALE OF PREMISE: If Owner/Manager at some time during the term of the lease should decide to sell premise, Owner/Manager agrees to give Resident first option to buy. If Resident elects not to purchase, Owner/Manager will give Resident 60 days notice before terminating lease.

24. DEFAULT BY RESIDENT: Owner/Manager may, upon written notice, terminate Resident's right to occupancy if any of the above items 1-22 are violated.

Addendum ___ is Attached, ___ is Not attached.

ACCEPTED THIS _____ DAY OF _____ 201 _____

RESIDENT(s)

OWNER/MANAGER

INITIAL: RESIDENT _____ RESIDENT _____ OWNER/MANAGER _____

ITEM

CONDITION IN:

CONDITION OUT:

Kitchen

Refrigerator: Very clean; no odors; all racks are there and the plastic door rails and handles are not broken.

Stove: racks present and the oven and stove is clean;

Cabinets: Clean and doors function properly.

Counter Tops: Check for burns or knife marks or large scratches; check for broken or missing pieces of formica;

Sink/Faucet: Functions properly: Dents; cleanliness; caulking etc.; Under sink for signs of leakage.

Lights: Verify all bulbs are working; bugs and dust are cleaned out of fixtures; Ceiling fans work where applicable.

Walls/Ceiling: Dust, dents, holes; Check the molding for dust or scuffs;

Floors: Check for cracks in tile or dents or cuts in linoleum, stains etc.

HVAC Vents: Verify all vents function as designed and are clean. No dust/dirt accumulation or sticky stuff.

Sliding Glass Door: Check Blinds for functionality; verify locks; check track for cleanliness; Check screen for holes etc.

Windows: Check Blinds for up and down and rotate and cleanliness; Check track for dirt and debris.

Living Room

Walls/Ceiling: Dust, dents, holes; Check the molding for dust or scuffs;

Floors: Check stains, tears; holes, etc.

Curtains/Blinds: Verify that all features function properly; Verify all slats are present; Verify cleanliness;

Windows: Check functionality of the window; Check for screens; Check for cleanliness of the track for dirt and debris

INITIAL: RESIDENT _____ RESIDENT _____ OWNER/MANAGER _____

HVAC Vents: Verify all vents function as designed and are clean. No dust/dirt accumulation or sticky stuff.

Lights: Verify all bulbs are working; bugs and dust are cleaned out of fixtures; Ceiling fans work where applicable.

Hallway

Walls/Ceiling: Dust, dents, holes; Check the molding for dust or scuffs;

Floors: Check stains, tears; holes, etc.

HVAC Vents: Verify all vents function as designed and are clean. No dust/dirt accumulation or sticky stuff.

Lights: Verify all bulbs are working; bugs and dust are cleaned out of fixtures; Ceiling fans work where applicable.

Bathroom #1

Walls/Ceiling: Dust, dents, holes; Check the molding for dust or scuffs;

Bathtub/Shower: Clean and free of hard water and soap scum; The drain flows freely- no hair clogs.

Sink/Faucets: Functions properly including the stopper; no chips or stains; Clean and free from hard water and soap scum; Counter top stains and or burns.

Toilet: Lids and Seats not broken; flushes properly; tank and lid not cracked.

Towel Racks: Firmly attached to the walls and not bent or broken.

Floors: Clean; verify any stains or other issues; look for cuts etc.

Door: Check for scuffs and marks and damage; verify lock functionality.

Windows: Verify Operation; Verify Blind operation; Verify cleanliness of track etc.

HVAC Vents: Verify all vents function as designed and are clean. No dust/dirt accumulation or sticky stuff.

INITIAL: RESIDENT_____ RESIDENT_____ OWNER/MANAGER_____

Lights: Verify all bulbs are working; bugs and dust are cleaned out of fixtures; Ceiling fans work where applicable.

NOTE: Bedrooms are counted clockwise starting with the first one you come to.

Bedroom#1

Walls/Ceiling: Dust, dents, holes; Check the molding for dust or scuffs;

Floors: Check stains, tears; holes, etc.

Curtains/Blinds: Verify that all features function properly; Verify all slats are present; Verify cleanliness;

Door: Check for scuffs and marks and damage; verify lock functionality.

Windows: Check functionality of the window; Check for screens; Check for cleanliness of the track for dirt and debris

HVAC Vents: Verify all vents function as designed and are clean. No dust/dirt accumulation or sticky stuff.

Lights: Verify all bulbs are working; bugs and dust are cleaned out of fixtures; Ceiling fans work where applicable.

Bedroom#2

Walls/Ceiling: Dust, dents, holes; Check the molding for dust or scuffs;

Floors: Check stains, tears; holes, etc.

Curtains/Blinds: Verify that all features function properly; Verify all slats are present; Verify cleanliness;

Door: Check for scuffs and marks and damage; verify lock functionality.

Windows: Check functionality of the window; Check for screens; Check for cleanliness of the track for dirt and debris

HVAC Vents: Verify all vents function as designed and are clean. No dust/dirt accumulation or sticky stuff.

INITIAL: RESIDENT_____ RESIDENT_____ OWNER/MANAGER_____

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<p>Lights: Verify all bulbs are working; bugs and dust are cleaned out of fixtures; Ceiling fans work where applicable.</p>		
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Bedroom#3

<p>Walls/Ceiling: Dust, dents, holes; Check the molding for dust or scuffs;</p>		
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<p>Floors: Check stains, tears; holes, etc.</p>		
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<p>Curtains/Blinds: Verify that all features function properly; Verify all slats are present; Verify cleanliness;</p>		
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<p>Door: Check for scuffs and marks and damage; verify lock functionality.</p>		
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<p>Windows: Check functionality of the window; Check for screens; Check for cleanliness of the track for dirt and debris</p>		
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<p>HVAC Vents: Verify all vents function as designed and are clean. No dust/dirt accumulation or sticky stuff.</p>		
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<p>Lights: Verify all bulbs are working; bugs and dust are cleaned out of fixtures; Ceiling fans work where applicable.</p>		
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Bedroom#4

<p>Walls/Ceiling: Dust, dents, holes; Check the molding for dust or scuffs;</p>		
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<p>Floors: Check stains, tears; holes, etc.</p>		
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<p>Curtains/Blinds: Verify that all features function properly; Verify all slats are present; Verify cleanliness;</p>		
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<p>Door: Check for scuffs and marks and damage; verify lock functionality.</p>		
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<p>Windows: Check functionality of the window; Check for screens; Check for cleanliness of the track for dirt and debris</p>		
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<p>HVAC Vents: Verify all vents function as designed and are clean. No dust/dirt accumulation or sticky stuff.</p>		
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INITIAL: RESIDENT_____ RESIDENT_____ OWNER/MANAGER_____

Lights: Verify all bulbs are working; bugs and dust are cleaned out of fixtures; Ceiling fans work where applicable.

Bathroom #2 -Master Bath

Walls/Ceiling: Dust, dents, holes; Check the molding for dust or scuffs;

Bathtub/Shower: Clean and free of hard water and soap scum; The drain flows freely- no hair clogs.

Sink/Faucets: Functions properly including the stopper; no chips or stains; Clean and free from hard water and soap scum; Counter top stains and or burns.

Toilet: Lids and Seats not broken; flushes properly; tank and lid not cracked.

Towel Racks: Firmly attached to the walls and not bent or broken.

Floors: Clean; verify any stains or other issues; look for cuts etc.

Door: Check for scuffs and marks and damage; verify lock functionality.

Windows: Verify Operation; Verify Blind operation; Verify cleanliness of track etc.

HVAC Vents: Verify all vents function as designed and are clean. No dust/dirt accumulation or sticky stuff.

Lights: Verify all bulbs are working; bugs and dust are cleaned out of fixtures; Ceiling fans work where applicable.

Bathroom #3

Walls/Ceiling: Dust, dents, holes; Check the molding for dust or scuffs;

Bathtub/Shower: Clean and free of hard water and soap scum; The drain flows freely- no hair clogs.

Sink/Faucets: Functions properly including the stopper; no chips or stains; Clean and free from hard water and soap scum; Counter top stains and or burns.

Toilet: Lids and Seats not broken; flushes properly; tank and lid not cracked.

INITIAL: RESIDENT_____ RESIDENT_____ OWNER/MANAGER_____

Towel Racks: Firmly attached to the walls and not bent or broken.		
Floors: Clean; verify any stains or other issues; look for cuts etc.		
Door: Check for scuffs and marks and damage; verify lock functionality.		
Windows: Verify Operation; Verify Blind operation; Verify cleanliness of track etc.		
HVAC Vents: Verify all vents function as designed and are clean. No dust/dirt accumulation or sticky stuff.		
Lights: Verify all bulbs are working; bugs and dust are cleaned out of fixtures; Ceiling fans work where applicable.		

Deck

General condition; no missing boards; chew marks from animals; compare photos before and after.		
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Garage

Walls: Holes in walls		
Garage door: check for dents and functionality.		
Man Doors: Check for scuffs and marks and damage; verify lock functionality of garage door.		
Floor: Grease or oil on floor		

Entry/Stairs

Walls entry and stairway: Holes, dents, dings, in walls.
Stairway up and down: Check flooring for stains, rips, wear issues on carpet.
Doors: Check for scuffs and marks and damage; verify lock functionality of both garage and main entry doors. Check door jambs for any damage.
Floor: Grease or oil on floor

Exterior

North Side:		
South Side:		
East Side:		
West Side:		

INITIAL: RESIDENT_____ RESIDENT_____ OWNER/MANAGER_____

Flower beds: free of weeds; bushes and flowers trimmed as necessary. Dead vegetation removed and disposed of.

Lawns: Mowed and trimmed.

Siding: Check for damage etc. Look for any other issues.

Sprinklers

Weather permitting verify sprinkler functionality. No missing heads etc.

Other:

TENANT #1 SIGNATURE

TENANT #2 SIGNATURE

Owners Initials

INITIAL: RESIDENT_____ RESIDENT_____ OWNER/MANAGER_____