

Knotts Apartments LC.



Rental Agreement

This agreement entered into this _____ day of _____ 20____, whereby, the Landlord, Knotts Apartments LC. and You, (Please print) _____ the Tenant(s) take the residence described as follows: (address) _____ in the city of *Springville*, County of *Utah*, State of *Utah* for month to month tenancy commencing on the _____ day of _____, 20____, at a rent of _____ (\$ _____) Dollars per month, payable in advance, without demand, on the first day of each month. In the event rent is not paid within One (1) day after due date, YOU agree to pay a late charge of \$10.00 per day. YOU further agree to pay \$25.00 for each dishonored bank check. The tenant hereby pays the landlord the sum of _____ (\$ _____) Dollars upon the execution of this Agreement, which the Landlord holds and retains as cleaning, damage and security for the faithful performance by the Tenant of his duties and covenants under his Agreement which cleaning, damage and security is to be applied to any damage sustained by Landlord due to the breach by the tenant of any of his duties and covenants under this Agreement. Tenant agrees to have a minimum of \$150.00 deducted from deposit for carpet and additional cleaning after termination of tenancy and premises is vacated, no exceptions. Any portion of such payment remaining after the end of the Agreement term which has not been deducted for cleaning and/or repairs (reasonable wear and tear excluded, see Knotts Apartments "Cleaning Checklist" for detailed cleaning instructions) can be refunded a minimum of ten (10) days after Tenant surrenders possession of the demised premises, provided Tenant has complied with the covenants, terms and conditions of this Agreement. **Tenant cannot use deposit for late rent payments or as last month's rent.**

LANDLORD AGREES TO:

- Maintain the premises for your quiet use and enjoyment other than minor repairs which are your responsibility.
- "Treat all persons fairly and equally without regard to race, color, religion, sex, national origin, familial status, source of income, disability, sexual orientation, or gender identity."

TENANT AGREES TO:

- Occupy the residence as strictly private residence for _____ adult (s) and _____ children.
- Absolutely no tobacco or alcohol on the premises.
- No drunkenness, boisterousness or agitation of neighbors.
- Pay all rent at such place as may be designated by the Landlord. Pay rent by check or money order payable to:

Knotts Apartments, LC

BOTH OF US AGREE:

- Special covenants

- Landlord may repair any damage to the residence caused by you (the Tenant), your guests, friends, acquaintances or by any member of your family and charge the cost to you (the Tenant) as additional rent.
- Except as provided in No. 21, Tenants will receive no rent reduction or compensation for damage or inconvenience due to repairs or interruption of service for any reason, caused by Landlord or Tenant negligence.

- Tenant acknowledges that the apartment unit is equipped with a working Smoke and/or Fire Detector device upon taking occupancy.
 - Tenant bears all responsibility of testing as necessary (following instructions on device – any questions, contact apartment manager) and replacing batteries as necessary.
 - Any malfunction detected must be reported to the Apartment Manager at once.
- If you do not move out when this Agreement is cancelled we may bring proceedings to dispossess you.
- If you do not leave the premises clean and in good condition when you move out, turn in all keys, you will pay, on demand, all costs of cleaning, repairing, replacement of keys and changing locks.
- If we bring proceedings to dispossess you, or an action to enforce any of your duties or covenants under this agreement, you will pay on demand.
 - All costs of any such proceedings and other legal actions, including attorney's fees.
 - All other expense of removing you.
 - The cost of repairing and cleaning the premises.
- We have not guaranteed a specific occupancy date for the premises, but we will only charge you rent from the date on which possession of the premises is available to you.
- You will not assign this Agreement, nor will you sub-let the premises or any part of it without written permission from the landlord.
- We have made no promises except those in this Agreement.
- All notices under this Agreement must be in writing. We cannot regard word of mouth information as "notice."
- This Agreement can be changed in writing only, signed by both of us.

The Tenant acknowledges having read this agreement (both sides) and further acknowledges having received a copy hereof.

In Witness Whereof, both parties have executed this Agreement this day and year above written and agree to be jointly and severally liable hereunder.

Tenant

Knotts Apartments LC.
Landlord

Tenant

Agent for Landlord

19. The waiver by the Landlord of any breach of any term, covenant, or condition herein contained shall not be deemed to be continuing waiver of subsequent breach.
20. Owners / Landlords are not held responsible for losses caused by fire, theft, or accidents to tenant or other persons or their personal belongings in this building and on this property. Tenant assumes the risk of any damage or theft to their property.
21. Tenant is required to retain adequate "**Renter's Insurance**" coverage for their personal property and belongs located in the apartment unit. The landlord cannot insure your belongings.

We recommend:

- a. **State Farm Ins.**
Ryan Blohm, Agent
Tel: 801-653-2500
ryan.blohm.ram4@statefarm.com

22. In the event of damage or destruction to the premises or to the building of which the premises are a part by fire, flood, earthquake, or any other cause or causes, the Landlord shall have the option to (a) repair and restore the premises to their condition before such damage or destruction within (30) days after the Landlord receives permission from the insurer to proceed with repair or restoration, or, (b) terminate this Agreement and all further obligations hereunder or either party (except Tenant's obligation to pay rent up to and including the date of damage or destruction) by written notice to Tenant provided that such notice must be given within (15) days after the occurrence of such damage or destruction. If Landlord shall not terminate this Agreement then Tenant's obligation to pay rent hereunder shall be abated proportionate to the area of premises rendered unfit for use by Tenant, if any, during the period of repair or restoration.
23. If you use the laundry located downstairs in unit 91 West 700 South, you will leave it clean and report any problems to the management.

TENANT WILL NOT:

24. Overload the electrical system, or clog the kitchen sink, bathroom sink, tub or toilet. Drain systems should not be used for garbage or waste disposal that is not consistent with their primary function. **Tenant is responsible for the cost of repairing these systems.**
25. Erect any radio or television aerials or antennas, paint, paper, alter or add to the premises without the prior consent of the Landlord in writing.
26. Change the Lock on any doors.
27. Leave a hose connected to the outside water tap/faucet during cold weather months (October thru May). The tenant will pay cost of repairs from damage resulting from a hose left connected.
28. Do anything that will violate any law or increase the insurance rates on the premises.
29. Keep any animals of any kind on the premises, unless permitted in writing by the Landlord. Any such consent, if given, shall be revocable by the Landlord at any time. Service Animals and ESA's are permitted. Documentation must be provided to the landlord and written permission for accommodation from the landlord must be obtained prior to the animal being permitted at the residence. ESA's must comply with the Knotts Apartments ESA addendum policy.
30. Have unregistered or unlicensed vehicles, trailers, etc..., parked or stored on the premises. Violators will be subject to fines, parking boots (\$75) and/or towing (\$300).
31. Block or park in driveways or other designated areas. (violators will be subject to fines, parking boots and/or towing)
32. Park or store trailers, RVs, ATVs, other recreational vehicles, engines, or such parts, etc... on premises unless written permission has been given by the Landlord. (violators will be subject to fines, parking boots (\$75) and/or towing (\$300))
33. Allow or participate in any mechanical work on the premises (inside or outside).
34. Put "anything" into the furnace closet posing a fire hazard.
35. Allow any vehicles on the grass during moving in/out, parking, cleaning or drive on lawn for any reason.
36. Remove fire extinguisher from apartment. **\$50.00** will be withheld from deposit if it is not there when tenant moves. Call manager if fire extinguisher is used and it will be replaced by owners.

TENANT WILL:

37. Use the premises only as a residence for the persons listed in your application.
 38. Permit apartment owners or those authorized by apartment owners to enter the residence during reasonable hours to inspect same or make necessary repairs.
 39. Apply for and pay direct to the utility companies the cost of all Natural Gas, Electrical, and in some cases disposal services.
 - a. Service must be applied for and transferred to the name of the tenant(s) to take effect immediately upon occupancy of the apartment.
 - b. If service is not transferred immediately upon taking occupancy, tenant will be responsible for paying any and all service expenses incurred by the landlord, as well as a **\$25** billing fee to the landlord.
 - c. The following information is provided to assist you in the transfer of service (information provided is for reference only and is not guaranteed current or correct; for further information please refer to the telephone directory or reference method of your choice):
 - i. **NATURAL GAS SERVICE:**
Dominion Energy
1640 North Mtn Springs Parkway
Springville, UT 84663
Tel: (801) 853-7400 or (800) 323-5517
 - ii. **CITY/ELECTRICAL SERVICE:**
Springville City Utility Offices
50 South Main Street
Springville, UT 84663
Tel: (801) 489-2706
 40. Immediately report the malfunction of any appliance or equipment which may be furnished, or leakage of any pipe or fixture. If it is not reported to the Landlord and damage occurs to your apartment or to someone else's because of your negligence you will be charged and responsible for the damages.
 41. Be responsible for; taking out your own garbage, replacing light bulbs, checking and replacing furnace filters regularly.
 42. Make sure washer is functioning properly and that hoses are connected and installed correctly so that there is no leakage. If damage results because of tenant's negligence, tenant will pay for the cost of repairs.
 43. Park in designated parking areas only and agree to adhere to all vehicle parking rules, signs and regulations as determined by the Landlord.
 44. Be responsible for keeping walkway and entrance to apartment clean and free of obstacles, snow, ice, leaves, dirt, etc...
 45. Tenant acknowledges receipt of the apartment Cleaning Checklist and understands and agrees to all of the terms and conditions contained therein.
 46. Be charged a **\$10.00** re-inspection fee. For each cleaning inspection.
 47. Agree to pay **\$3.00** for each tack, pin, nail, or similar type hole placed in interior walls. Note: Standard sized steel sewing needles (maximum of 20) may be placed in walls with no penalty charges. No nails, screws, or wall-hangers are to be put in or on the wall without the prior consent of the Landlord.
 48. The Tenant hereby acknowledges receipt of the demised premises, together with furnishings and equipment included therein, and agrees to pay for all breakage or damage to the same.
- LANDLORD MAY CANCEL THIS AGREEMENT BY GIVING:**
49. Three Days Notice for non-payment of rent.
 50. Seven Days Notice if you do not observe this Agreement and the regulations which are part of this Agreement.
 51. Thirty Days Notice without reason.
- TENANT MAY CANCEL THIS AGREEMENT BY GIVING:**
52. At least thirty (30) days written notice. Notice to be given to the Landlord before the end of the previous calendar month. If notice is not given, tenant will be charged for the full thirty days

Having read initial(s) here (Tenant) _____