

STONEBROOK APARTMENTS RENTAL CONTRACT

THIS IS A LEGAL CONTRACT – PLEASE READ CAREFULLY

This Contract is entered into this _____ day of _____, 20____ between Stonebrook Apartments, Cedar City, Utah (hereinafter “Landlord”) and (name)_____ (hereinafter “resident”).

RENTAL TERM Fall () Spring () Summer () **ROOM TYPE** Shared () Private ()

1. RENTAL ACCOMMODATIONS. Landlord will provide accommodations located at 180 North College Way, Cedar City, Utah 84720, for the term commencing _____ 20____, and ending _____ 20____. Resident will room in Unit _____ Rm _____. Resident must occupy assigned room. If resident desires to occupy the premises after the expiration of the term of this Contract, and upon permission from Landlord, a new lease must be signed by the end of the term to be able to stay for the summer and/or the next school year. Additionally, a renewal fee of \$50.00 must be paid.

2. RENT PAYMENT SCHEDULE. Rent is paid on the following schedule: \$795.00 (shared room) or \$1,095.00 (private room) First semester rent is due on or before the first day of occupancy. Second semester rent is due on or before the first day of the semester. A late fee of \$30.00 shall be assessed to delinquent accounts, beginning on the 5th day after rent is due. Late fees may apply to accounts deemed unpaid because of a returned or dishonored check.

Students may move in to their assigned apartment early if the apartment or room is available at the prorated amount of \$7 a day for shared or \$10 a day for private.

Monthly payments will be accepted if the arrangements are made prior to occupancy with written permission from Landlord. A fee of \$50.00 per semester will be applied to any account making monthly payments and students must provide a guarantor for payments. Monthly payments will be late after the 5th of each month. **A separate agreement must be signed for monthly payments.**

Financial aid payments are accepted if the financial aid office verifies that payment is expected. Financial aid payments must be made within a week of the start of school each semester. If the payment is not made by that time, late fees will apply. A separate agreement must be signed for financial aid payments.

3. PAYMENT METHOD, LOCATION. Types of payments accepted include check, money order, PayPal and credit card payments. All forms of payments should be made payable to BLC Properties, LLC. A service charge of 3% will be applied to any credit card or PayPal payments. A charge of \$25.00 will be charged for any returned or dishonored bank check, in addition to any late charges that may apply.

Rent can be paid in person at the Manager's office, by mail, over the phone for credit card payments, and by placing in the rent drop box by the cluster mail box at the entrance to the parking lot.

4. MOTOR VEHICLE. Resident may only have one vehicle on the premises and any illegally parked vehicle or any inoperable vehicle which has been parked on the premises for more than ten (10) days may be towed away at the car owner's expense. A record of the resident's vehicle must be kept in the office. Trailers of any kind are prohibited. Parking is not assigned and is available on a first come basis.

5. FURNISHINGS AND EQUIPMENT INCLUDED. Each unit is furnished. Resident may not replace the single beds provided with any other bed, including water beds. All provided furniture must remain in the apartment, except as directed by Landlord. A storage fee may apply if furniture is removed from an apartment. Residents may only use the washer and dryer for their personal use. If landlord determines that any other use is being made of the washer and dryer, each resident in the unit will be subject to a rent increase of \$25.00 per month during the remainder of the rental term and/or landlord may remove the washer and dryer from the apartment.

6. UTILITIES. Resident agrees to pay all utility charges, except water, sewer and garbage, which the landlord will furnish. Utilities must be put in the tenants name within 48 hours after moving in. Failure to provide account numbers to the office within 48 hours will result in a fine of \$30.00 and/or the amount due to the Utility company. Utilities include Questar Gas and Rocky Mountain Power. Residents are responsible to purchase their own telephone and are responsible for their telephone bills and long distance charges. Landlord will include internet and cable in the cost of rent. If utilities accounts lapse through failure of tenant to pay, additional fees and charges may apply. Such circumstances may also be grounds for eviction.

7. HOT TUB. Resident agrees to: not smoke, not drink alcohol, not litter and to keep the noise level reasonable while using the hot tub. Landlord will post hot tub hours near the hot tub. Resident agrees to obey all hot tub hours and rules. If a resident is caught smoking, drinking alcohol, littering, causing unreasonable noise, or violating hot tub hours, resident may lose hot tub privileges for him/herself and their entire apartment according to the landlord's judgment. Landlord may choose to close hot tub by posting a sign at any given time for purpose of cleaning or misuse of the hot tub area. **Resident Signature** X_____.

8. SECURITY DEPOSIT, FORFEITURE, AND REFUNDS. Resident will pay a \$250.00 security deposit, consisting of a \$50.00 non-refundable and a \$200.00 refundable portion, prior to executing this lease agreement. If resident desires to terminate this agreement prior to the ending date of the contract term, a full refund of the security deposit, minus a \$50.00 Holding and Cancellation charge and a \$50.00 carpet and window covering cleaning fee, will be made, provided that Resident secures a replacement tenant and the replacement is approved by Landlord, in writing. Failure to obtain written permission for transfer of occupancy or termination of tenancy under any other conditions prior to the end of the agreement will result in forfeiture of the deposit and Resident shall be liable for the remaining rent due for the remainder of the term, in addition to other remedies allowed the landlord by law.

Additionally, deposits will be forfeited under the following conditions: (1) Residents switching apartments without written consent from the manager shall forfeit their security deposit, and may be given a 3 day eviction notice to vacate the premises. (2) Any resident who smokes in the apartments will forfeit his/her security deposit. If upon checkout, an apartment smells like cigarette smoke, all residents of the apartment will forfeit their security deposits.

To receive a security deposit refund, all of the following conditions must be met: (1) Resident will provide a self-addressed stamped envelope to Landlord for returning deposit. (2) A check-out walk-through must be done with the apartment manager. (3) All keys must be returned to the office. Failure to meet these conditions will result in a deposit forfeiture. Compliance with these conditions does not necessitate a full refund. Deductions will be as follows: (1) a \$50.00 non-refundable fee for cleaning carpets, upholstery, and window treatments, (2) rent or fees still owed by Resident under the terms of this agreement, (3) a \$15.00 fee for lost keys, (4) a \$3.00 fee for each light bulb, (5) a \$2.00 fee for each nail hole, (6) any damages, caused by Resident or Resident's guests, beyond reasonable wear and tear, (7) any cleaning required to bring the

apartment to a re-rentable condition. **Any damages done to the property will be assessed evenly against all residents of an apartment if Landlord cannot determine who caused the damage.** The balance of the deposit, if any, shall be mailed to Resident, in the provided self-addressed stamped envelope, with an explanation of deductions, within 30 days, as required by Utah Law.

9. MAINTENANCE. Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises in a condition at least identical to that which existed when tenant took occupancy, except for ordinary wear and tear; (2) immediately notify landlord of any defects or dangerous conditions in and about the premises of which tenant becomes aware by submitting a request online at www.stonebrooksuu.com; and (3) reimburse landlord, on demand of landlord, for the cost of any repairs to the premises damaged by Resident or guests through misuse or neglect. (4) Resident shall not paint or otherwise redecorate or make other alterations or cause to have done any of the foregoing, without first obtaining written permission from the Owner. If Resident does any of the above without Owner's permission, Resident is liable to pay owner/landlord to bring premises back to original state. (5) Furnace filters must be changed every two months. Any damages to furnaces and/or air conditioners relating to dirty filters will be Residents' responsibility. (6) Tenant will not, without landlord's consent, alter, re-key or install any locks (including bedroom door). (7) Resident is responsible to change batteries in smoke alarms every six months and maintain them in a working condition. (8) Resident is responsible for replacing and maintaining all light bulbs, including porch lights.

10. SUBLEASING. Residents will be responsible for all rent during the contract period, even if subleasing. Subleasing and assignment of this contract will not be allowed without written consent from the manager. If written permission is not received before Resident vacates, terms as outlined in clause 8 will apply. Subleasing people under your own contract agreement and splitting the costs of your own contract will not be permitted and will be charged a fee equal or greater to that of the extra(s) subleasing under your contract agreement.

11. ABANDONMENT/SKIP. If the resident has not notified landlord that he/she will be absent from the premises, and the resident fails to pay rent within 15 days after the due date, landlord will retake possession of the premises and deal with the resident's possessions in accordance with Utah law Section 78-36-12.6. Resident will be responsible for the rent for the remainder of the term or until a replacement resident is secured.

12. SHARING OF INFORMATION. Resident agrees to allow Landlord to contact parents/guardians or other parties as necessary as regards rent payments, returned checks, and other items as covered by this agreement.

12. RESIDENT AGREES: **A.** (1) That resident nor any of resident's visitors will smoke (this includes chewing tobacco); (2) have in possession or use alcoholic beverages or bottles while occupying the unit or any of the grounds which comprise the apartments; (3) that resident will have no overnight guests without written consent of the landlord; (4) and that resident will have NO PETS or firearms while living at the apartments. **B.** (1) That resident shall maintain the interior for the property in a reasonably clean, neat and safe condition based upon Landlord's standards, and avoid unreasonable noise or other disruption of the privacy and peaceful enjoyment of the premises by other residents. (2) That resident will submit to periodic cleaning checks by landlord, and resident agrees to do whatever landlord requires, such as performing recommended cleaning to pass these cleaning checks. Failure to comply with recommended cleaning will result in resident's apartment being cleaned by an agent of the landlord, and the resident will be charged for costs of cleaning. **C.** To perform no mechanical work on vehicles, including motorcycles, in apartments or parking areas without written approval from the manager. **D.** To use the bicycle racks provided and not to bring bicycles inside the apartment. **E.** Resident agrees to not make any alterations to interior and to leave all items intact, including but not limited to fire alarms, window screens, and light fixtures.

13. INDEMNIFICATION. Landlord shall not be liable for any damage or injury to resident or to any other persons or for any damage, theft, or loss to any property occurring on the premises or on the landlord's property, and the resident agrees to hold landlord harmless from any claims.

14. TRANSFER OF RESIDENTS. Upon 3 days written notice to the resident, the landlord may transfer the resident to an equally suitable apartment or room other than originally assigned for the purpose of consolidating residents or other justifiable reasons. Failure to comply with said notice will result in penalties or fees, including but not limited to increased rent charges.

15. BOTH PARTIES AGREE. The landlord shall ensure the quiet enjoyment and peaceful possession of the apartment by the resident and will not enter except with consent of the resident. The landlord may enter the premises without the consent of, or notice to the resident in the event of an emergency that threatens life or property, or when it is impracticable to get consent for a proper business purpose, such as a cleaning check, apartment maintenance or repairs.

16. TERMINATION BY LANDLORD. In any of the following instances the landlord may elect to terminate this lease and reenter and take possession of the premises after notifying the resident pursuant to Utah law: (1) failure of the resident to make any payment required under this agreement when due. (2) When the cost of damages caused by the negligence of the resident exceeds the amount of the security deposit; (3) when the residents cause any material, substance, or continuing breach of this agreement, including failure to pass cleaning checks. If the landlord re-enters the premises in accordance with this paragraph or any other provisions authorizing forfeiture, landlord shall use his or her best effort to re-rent the premises on reasonable terms and resident agrees to pay landlord any difference between rent agreed herein and rent collected from re-rental of premises for the remaining term of this lease.

17. ATTORNEY'S FEES. Resident agrees that in the event of default under this lease agreement, resident shall be responsible to pay landlord all court costs and attorney's fees incurred by landlord in enforcing the terms of this agreement.

18. ENTIRE AGREEMENT. This agreement constitutes the entire agreement and understanding between the parties hereto and supersedes all prior agreements or understandings.

19. AMENDMENT. This agreement may not be altered or amended except by a subsequent written agreement executed by all parties hereto.

**I HAVE READ AND UNDERSTAND THE
TERMS OF THIS AGREEMENT**

ACCEPTED BY

(RESIDENT)

(LANDLORD OR MANAGER)

DATE: _____

DATE: _____