

APARTMENT RENTAL AGREEMENT

RESIDENTIAL RENTAL AGREEMENT FOR INDIVIDUALS SHARING ACCOMMODATIONS

This agreement is made by and between **Brooklane Apartments**, hereinafter called the Management and **(Print name)** _____

hereinafter called the Tenant(s), for the lease of the housing premises at **(circle one) 645 E 900 N, 647 East 900 North or 669 East 900 North, No.** _____, Logan, Utah. It is expressly understood that this agreement is between the Management and each and every Tenant, and the responsibility of the Tenants shall be joint and several. Management represents that these premises are in a good, clean and habitable condition, to which the Tenants hereby agree, except as they may deliver in writing to the Management within three (3) days of occupation of said premises. The parties further agree as follows:

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.

2. Rent: The rent per Tenant shall be \$ _____ due on or before _____, \$ _____ due on or before _____, \$ _____ due on or before _____

and \$ _____ due on or before _____. A late fee of \$50 will be charged for each payment not received on or before the date due. In addition, a "Pay or Quit" may be issued and/or legal action may be taken if rent is not paid by due date. 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. A \$20 service fee will be applied on all returned checks. A returned check will also result in a late fee of \$50 if proper payment is not made on or before the date due.

3. Security Deposit: A **(circle one) \$150 or \$200** refundable deposit shall be paid prior to occupancy and returned by mail as provided by law within thirty (30) days following the end of this contract period, less damages caused by the Tenants and their guests. These 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(s) vacate the premises without suitable replacements while still under contract, fail to pay rent as agreed, or any other action or negligence causing damage including physical destruction of property, cleaning costs necessary to restore premises to the condition at the beginning of occupancy, 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 deposits 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. 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 in as good condition as received, normal wear and tear excepted. Tenants shall not paint or otherwise redecorate or make alterations to the premises without prior written consent of the Management. When Tenants move in, Management will furnish light bulbs; thereafter, light bulbs will be replaced by Tenants. Tenants agree to notify Management of any malfunctions and to request repairs and services in writing, except in an 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 abate during such period.

5. Tenants' Personal Property: Management will not be liable or responsible in any way for loss or damage to person or property of Tenants or their guests unless due to negligence of Management. Management recommends that Tenants secure insurance against such losses.

6. Property Damage: All missing or damaged articles which are furnished with the premises by the Management shall be charged against the Tenants at replacement cost. Tenants are held responsible for all damages to the premises and furnishings caused by action or negligence by themselves or their guests including fire and water damage. Expenses or damage caused by stopping of waste pipes or overflow from bathtubs, showers, toilets or washbasins must be paid by Tenants. Failure to immediately report leaky faucets or any other conditions which result in property damage shall be considered Tenant negligence.

7. Rules and Regulations:

- A. No Tenant shall move into the premises without first checking in with Management, when a key will be issued. There will be a \$20 charge for each lost key.
- 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.
- C. Possession or use of alcoholic beverages, tobacco, or any illegal substance in the apartment, or on the premises, is strictly prohibited. This applies to both residents and their guests. Management may impound alcoholic beverages, tobacco, or any illegal substance found on the premises. Any impounded item can be reclaimed from management within thirty days from the date of impound. After thirty days, impounded items may be destroyed.
- D. Beds, 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 or any other fixtures.
- E. Gasoline, 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.
- F. Tenants and guests are to remain off the roofs of the apartments.
- G. There are to be no waterbeds without written approval by the Management.
- H. Automobiles and motorcycles may be driven or parked only in designated areas, never on lawns or sidewalks. Snowmobiles, water vehicles, and trailers of any kind are strictly prohibited on the premises. There shall be no major repairs or disassembling on the premises.
- I. No party shall violate local, state or national laws or health codes.
- J. Disorderly conduct which disturbs the peace, including shouting, loud music, noise, boisterous parties, pranks, indoor wrestling, rowdy behavior or any activities creating a nuisance or endangering the health or safety of individuals or damaging property is strictly prohibited.
- K. Tenants agree to inform Management of any occurrence of disturbing, destructive, hazardous, unlawful or suspicious activities on or near the premises, and Management agrees to strictly enforce all rules and regulations according to its best judgment.

8. 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.

9. Assignment: Tenant(s) shall not assign or sublet their interests in this contract or permit additional persons to occupy the premises without prior written consents of the Management.

10. Utilities: Tenants shall be responsible for the following Utilities and Services: Logan City Utilities (Electricity, Water, Sewer, Garbage) X ; Gas X ; Telephone X ; Note: Basic cable is provided by Management. Any extra fees related to cable are to be paid by the Tenant(s).

11. Abandonment: Abandonment shall have occurred if, (1) Without notifying the Management, Tenants fail to pay rent and are absent from the premises for 15 days while rent is due and tenants' possessions remain on the premises, or (2) without notifying the Management, Tenants are absent for one (1) day while rent is due and Tenants' possessions have been removed from the premises. If Tenants abandon premises, Management may retake premises and attempt to rent it at fair market value. Tenants shall remain liable for the entire rent due for the remainder of the term, or the cost of re-renting the premises, including rent lost, the cost of restoring the premises to the condition at the time it was rented, and reasonable fees for re-renting the premises. If Tenants have left personal property in the apartment, Management may remove and store it and attempt to give Tenants notice of this action. Tenants may obtain property by paying moving and storage costs. If Tenants fail to claim property within 30 days, Management may make a reasonable effort to sell the property at its fair market value and apply the proceeds toward any amount the Tenant may owe. (UCA 78B-6-815 & UCA 78B-6-816)

12. Notices: All notices shall be given accordance with state laws. Where delivery is not specified by law, notices may be given by mail to Tenants at their premises, to Management at the address shown below, or at such other places as may be designated.

13. Waiver: No provision of this contract can be waived except by the written consent of Management and Tenants. 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 to 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.

14. Enforcement: In the event of failure to faithfully perform the terms of this agreement, the defaulting party shall pay all costs, including reasonable attorney's fees, resulting from the enforcement of this contract or any right arising out of such breach. Violation of this agreement will constitute grounds for termination of the rental agreement with forfeiture of rent and deposits.

15. Exhibits: The following exhibits have been made a part of this agreement: **A) Rental Applications; B) Inspection and Inventory Sheet; C) Apartment Regulations (listed on reverse side).**

16. 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 signed by both parties.

The undersigned Tenants accept this agreement:

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

The undersigned Management accepts this agreement:

Owner or Agent

Date

Brooklane Apartments, P.O. Box 6221, North Logan, UT 84341
Address
435-753-7227
Telephone

APARTMENT REGULATIONS

UPON MOVING INTO APARTMENT

1. Tenants must have electricity and gas transferred into tenant's names by move-in date. Utilities/gas will be turned off to apartments not registered with Logan City and Questar.
2. All tenants must fill out a "Condition and Inventory Sheet" about the apartment. Tenants will be charged for all damages not listed on the sheet. Inventory sheets will only be accepted during the first two weeks of occupancy.
3. All tenants having a car will need a parking permit. Only cars with official parking tags may park in the parking area or risk being "booted" or towed. All visitors must park on the street. One parking permit will be issued per tenant.

RULES

4. Do not park motorcycles, bikes or cars on the sidewalks. Do not lock bikes to light poles or gas meters. If bikes are stored inside the apartment, care should be taken so that they do not scratch/scuff the walls or stain the carpets.
5. Barbecue grills are not allowed on the premises.
6. Vehicles must be operable at all times, and must be moved from parking lots upon notice from the manager for snow removal, etc..
7. Any overnight visitors must receive approval from the manager. Live-ins and unauthorized visitors are strictly prohibited.
Individual apartments are not CO-ED.

MAINTENANCE/PROPERTY DAMAGE

8. Additional vacuums for cleaning window seals, etc. are available at the managers' residence. To borrow a vacuum you need to bring in your Driver's License or USU ID and trade it for a vacuum. Please return the vacuum within one hour.
9. Please keep filter screens cleared of debris in the bottom of your dishwasher. If the dishwasher motor jams or hums, turn the dishwasher off and immediately call the manager. If the motor burns out due to jammed debris, the motor will be replaced at tenants' expense.
10. Please report jammed garbage disposals to the manager. If the disposal motor burns out due to tenant negligence, the motor will be replaced at tenants' expense.
11. Do not remove window screens except in emergencies or to wash windows. Any bent or broken screens will be replaced at tenants' expense.
12. Please help keep the grounds free of litter. Tenants will be held responsible for garbage around or in the apartments. All personal property of the tenants must be stored in the apartments.
13. Any tenant who does not pass inspection at check-out time will be charged the necessary amount to hire a cleaning crew.
14. Do not poke holes in walls exceeding pinhole size or you will be charged.

SELLING CONTRACTS

15. If a tenant needs to sell his/her contract, written permission must be obtained from the Management prior to and following the sale. Tenants are responsible for selling their own contracts and collecting rent payments (if any) from the buyer. Management will not be involved in the sale of contracts for tenants or handling rent payment agreements between the buyer and seller. Upon completion of the contract sale, seller will be refunded his/her deposit from the Management (minus a \$35 cancellation fee and/or any other deductions applicable). No rent is refunded to seller from Management.

ENTIRE AGREEMENT

16. Any violation of contract will result in one warning. A second violation will result in eviction, except in extreme circumstances where Management deems necessary to evict on first violation (Ex: smoking).