

Afton Apartments 2019-2020 Academic Year

This contract is made and executed this _____ day of _____, 20____, by and between **Afton Apartments, LLC** (hereinafter called "Landlord") and

Student (hereinafter called "Tenant")	Phone	Email

Permanent Address	City	State	Zip
ADDRESS OF APARTMENT COMPLEX: 564 EAST 400 NORTH, LOGAN, UT. APT# _____ Bedroom# _____			

1. ACCOMMODATIONS. The Landlord agrees to provide the following: An assigned apartment with cooking facilities and a private room & bathroom. Provided beds are standard twin. Please **check** box if needed: Mattress Bed Frame

2. TERM OF CONTRACT. The term of this contract shall be for (Check applicable boxes):

- a) **SUMMER 2019** beginning **May 6, 2019** and ending **August 10, 2019** at 5pm.
- c) **FALL & SPRING ACADEMIC YEAR 2019-2020** beginning **August 24, 2019** and ending **May 2, 2020** at 5pm.

3. PAYMENT SCHEDULE & PRICING. The Tenant agrees to pay Landlord the following rent amount(s) specified below on the date(s) specified below (Check applicable boxes)

- a) **SUMMER 2019** - \$400.00 rent payment is due by **April 1, 2019** with an additional rent payment of \$400 due **June 1, 2019** (Total: \$800.00).
- b) **FALL & SPRING ACADEMIC YEAR 2019-2020** - \$2,200.00 rent payment is due by **July 1, 2019** with an additional rent payment of \$1500.00 due by **November 1, 2019** (Total: \$3,700.00).
- c) **FALL & SPRING ACADEMIC YEAR 2019-2020** - \$390 rent payment due on the first day of every month beginning **July 1, 2019**, and ending **April 1, 2020**. (Total: \$3,900)
- Estimated Move in Day (\$12/day for early move-in) Notify Manager if date changes.** _____
- \$15/day extension before or after contract dates. (prior approval required)**
\$32.00 service charge on all returned checks. If rent is not paid by 5pm on the due date Tenant agrees to pay a late fee of \$25.00 plus \$5.00 per day until paid in full.

4. SECURITY & CLEANING DEPOSIT. Tenant has deposited Two Hundred Fifty Dollars (\$250.00) as security for the faithful performance by Tenant of the terms hereof, to be returned to Tenant, less a non-refundable \$50.00 administrative processing fee less other miscellaneous cleaning fees and/or damages, without interest.

- Returning Tenant, deposit paid.
- New Deposit PAID \$250 Date: _____ Payment Method: _____ Manager Initials: _____

If the Tenant violates the terms of this Rental Contract, or if the Tenant causes damage to the Landlord's property, the Landlord or Landlord's Agent may retain any portion of this deposit necessary to compensate the Landlord for financial burdens caused by the Tenant and ask for, demand, and/or sue for additional funds in the event the Security & Cleaning Deposit is insufficient to cover the damaged condition of the premises. Damages include the full cost to hire the repair and remediation of anything necessary to restore the apartment to safe and habitable conditions for the successive tenant. Charged labor will be \$25/hr for cleaning, \$50/hr for other specialized labor not categorized as cleaning.

Security & Cleaning Deposit Accounting. The Security & Cleaning Deposit will be accounted for and adjusted in accordance with the above provisions within 30 days of the termination of this contract. In the event of pending damages, said period shall be extended an additional 30 days.

Self-addressed Envelope. In order to receive any applicable refund of the Security & Cleaning Deposit, Tenant, upon vacancy, agrees to leave Landlord or Landlord's Agent a self-addressed envelope on the bathroom counter within the very bedroom Tenant occupied (with their keys and parking pass). Under no circumstances shall the Security & Cleaning Deposit be accepted by the Landlord as payment of rent.

5. QUIET ENJOYMENT. Tenant covenants that on paying the rent and performing the covenants herein contained, Tenant shall hold the premises for the agreed term.

6. CONDITION OF PREMISES. Tenant stipulates that he/she has examined the premises, including the grounds and buildings and improvements, and that they are, at the time of this rental contract, in good order, repair, and a safe, clean, and tenable condition. By initialing here [_____] Tenant acknowledges receipt of a "Rental Property Inventory & Condition Form" which shall be completed by Tenant and returned to Landlord's Agent within 5-days of occupancy.

7. USE OF PREMISES. The premises shall be used and occupied by Tenant exclusively as a rental apartment and the premises nor shall any part thereof be used at any time during the term of this contract by Tenant for any business, profession, or trade of any kind,

Tenant Initials [_____] Date: _____

or for any purpose other than as a private rental apartment. Tenant shall comply with all the laws, including sanitary laws, drug laws, zoning, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness and preservation of the premises, and the sidewalks and grounds connected thereto.

8. KEYS, LOCKS/KNOBS & LOCKOUT. Tenant will be given one set of keys to the premises and a jointly-given mailbox key. Tenant agrees not to change locks/knobs on any door. Lockouts are \$5 each incident.

9. PARKING, VEHICLES & BICYCLES. Tenant is allowed to have up to one vehicle on the premises and must be in operational condition and a current state registration on display. Any parking that may be provided is strictly self-park and is at Tenant's risk. Parking areas and premises shall not be used by Tenant for maintenance and/or repairs of vehicles. Bicycles, if applicable, shall be orderly stored by Tenant outside the apartment. Tenants' and their guest are required to follow any additional parking regulations as established.

10. CONTRACT ASSIGNMENT & SUBLETTING. Without the prior written consent and authorization of Landlord's Agent, Tenant shall not assign this contract or sublet or grant any concession to use the premises or any part thereof. Prospective tenants need to complete the Landlord's application and make a deposit with the Landlord; An applicant & the current Tenant once approved for a contract assignment must meet with the Landlord's Agent to transfer/sign a contract; The current Tenant will pay a \$100.00 transfer fee and also have their room inspected for damage by the Landlord's Agent.

11. PAINTING, ALTERATIONS & IMPROVEMENTS. Tenant shall not paint or make any alterations or improvements to the building(s) or the premises.

12. DANGEROUS MATERIALS. Tenant shall not keep or have on the contracted premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

13. UTILITIES. Landlord will be responsible for paying the Logan City and Dominion Energy utility bills. In an effort to prevent intentional and/or unintentional waste and to protect landlord, landlord will only pay up to a maximum of \$600 per tenant (\$2,400 per apartment), towards utilities for the Fall & Spring Academic year and \$250 per tenant (\$1000 per apartment), towards utilities for the Summer contract period as defined in paragraph 2. Tenant agrees to not set air conditioning thermostat temperature below 75°F. If utility cost exceeds the limit, the remaining balance will be deducted from tenant's security deposit, if the security deposit is depleted, tenant would be billed monthly until the end of the contract term. Internet and cable will be the responsibility of the tenant. Options: Comcast, Century Link

14. RIGHT OF INSPECTION. Landlord and his/her agents shall have the right at all reasonable times during the term of this contract and any renewal thereof to enter the premises for the purpose of inspecting the premises and all building and improvements thereon.

15. MAINTENANCE. Landlord and Tenant agree that in their respective roles as Tenant and Landlord they will make a reasonable effort to maintain the rental unit in a safe and sanitary condition and protect and maintain the complex. Replacing light bulbs is the responsibility of the tenant. Maintenance and repair not due to Tenant's misuse, waste, or neglect or that of his/her employee, family, agent, or visitor, shall be the responsibility of Landlord. Maintenance and repair due to Tenant's misuse, waste, or neglect or that of his/her employee, family, agent, or visitor, shall be the financial responsibility of Tenant but completed by Landlord or Landlord's Agent or his assigns and billed to and immediately paid by Tenant. All repair requests shall be emailed to jakecall435@gmail.com or via text to 435-770-6387. Tenant agrees to grant Landlord reasonable access and time to perform requested repairs.

16. INSURANCE. Landlord has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Landlord's negligence. Landlord's insurance does not cover Tenant's possessions or Tenant's negligence. Tenant is highly encouraged to obtain a Renter's Insurance policy to cover damage or loss of personal possessions and electronics as well as losses resulting from Tenant's negligence.

17. DISPLAY OF SIGNS. Landlord or his/her agent shall have the privilege of displaying the usual "For Rent" or "Vacancy" signs on the premises and of showing the property to prospective tenants. Landlord or his/her agent reserves the right at any time to display a "For Rent" sign(s) on the premises and of showing the property to prospective purchasers as long as 24-hour notice is given to Tenant. Tenant agrees that no signs (e.g., Business, Political, etc.) shall be placed on the premises by Tenant or authorized by Tenant unless written consent is given by Landlord's Agent.

18. RULES & REGULATIONS. The utility closet is not a storage closet and storage of tenants' personal belongings is strictly prohibited due to fire risk. Candles with a flame are prohibited, candle warmers are allowed. Tenant and Tenant's Guest(s) shall be aware that after 10pm there is a Logan City Noise Ordinance in effect. Tenant and Tenant's Guest(s) shall not remove Landlord's furnishings outside of the apartment. Tenant and Guest(s) shall not park a vehicle and/or use a vehicle to partially obstruct or obstruct the driveway, maintenance shop or dumpster(s). Tenant and Tenant's Guest(s) shall not use or possess tobacco, alcohol, or illegal drugs within the apartment(s) or premises. Tenant and Tenant's Guest(s) shall not have pets within the apartment(s) or premises. Tenant and Tenant's Guest(s) shall not use or have fish aquarium(s) within the apartment(s). Above violations are \$100 per occurrence due upon giving tenant notice of violation. Tenant has an obligation to report leaks and other emergency issues and problems to the Landlord's Agent. Tenants that wish to hang items on the wall or doors are only allowed to use removable anchors like command strips or other similar products that do not damage the drywall or paint. Anchors should be left on the wall and will be removed by landlord after checkout. Tenants would be billed hourly for the cost of repair as described in paragraph 4.

Landlord's Agent may adopt other rules and regulations at a later time provided that they have a legitimate purpose, not modify Tenant's rights substantially and not become effective without notice of at least two (2) weeks.

Tenant Initials [_____] Date: _____

19. HOLDOVER BY TENANT. Should Tenant remain in possession of the Premises without the written consent of Landlord's Agent after the timely expiration of this contract the Landlord shall be entitled to a minimum of \$3,700.00 as damages.

20. SURRENDER OF PREMISES. At the expiration of the rental contract term, Tenant shall quit and surrender the premises in as good of state and condition as they were at the commencement of the contract, reasonable use and wear thereof and damages by the elements excepted.

21. DEFAULT. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the rental contract, at the option of Landlord, shall terminate and the Security & Cleaning Deposit shall be forfeited, and Landlord may re-enter the premises and remove all persons there from. Tenant shall be given written notice of any default or breach by certified letter to the apartment or the permanent address provided in this contract. Termination and forfeiture of the Security & Cleaning Deposit and rental contract shall not result if, within 3 days of receipt of such notice, Tenant has corrected the default or breach.

22. ABANDONMENT. If at any time during the term of this rental contract, Tenant abandons the premises or any part thereof, Landlord's Agent may, at his/her option, enter the premises by any means without being liable for any prosecution therefore, and without becoming liable to Tenant for damages or for any payment of any kind whatsoever, and may, at his/her discretion, as agent for Tenant, re-let the premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this contract during the balance of the unexpired term, if this rental contract had continued in force, and the net rent for such period realized by Landlord by means of such re-letting. If Landlord's right of re-entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

23. BINDING EFFECT & ELECTRONIC TRANSMISSION. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this rental contract. Electronic transmission (including email and fax) of a signed copy of the rental contract and the retransmission of any signed electronic transmission shall be the same as delivery of an original.

24. RADON GAS DISCLOSURE. As required by law, Landlord makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from the Bear River Health Department.

25. ATTORNEYS FEES & COLLECTIONS. In case of the employment of an attorney in any matter arising out of this Rental Contract, the Landlord shall be entitled to receive from the Tenant all costs of attorney fees, fees associated with serving of any and all notices, court fees, and/or collection fees, including but not limited to repair of any and all damages to the premises, whether the matter is resolved through court action or otherwise.

26. SEVERABILITY. If any portion of this rental contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this rental contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

27. OTHER TERMS &/OR ADJUSTMENTS, REQUESTED ROOMMATES:

ACKNOWLEDGEMENT

- 1. The undersigned Tenant hereby acknowledges receipt of a copy of this Rental Contract.
- 2. All terms of this Rental Contract have been read and accepted by the undersigned parties.



Tenant Signature

Date

Jake Call-Manager (435)770-6387(Text/Call)
jakecall435@gmail.com

Date

Payments & checks will be made payable to Afton Apartments and sent to the address below (please do not mail cash):

**Afton Apartments
2546 North 200 East
North Logan, UT 84341**

Tenant Initials [_____] Date: _____