

RED STORM TOWNHOMES - LANDLORD RENTAL CONTRACT

This contract is made and executed in duplicate this _____ day of _____, 20____, by and between Red Storm Townhomes, Red Storm Townhomes 487 S. 1100 E. #1 St. George UT 84790 (hereinafter called "Landlord") and

Student	Phone	Address	City	State	ZIP
(hereinafter called "Tenant")					
Location of rental unit: 487 S. 1100 E. St. George, Utah 84790					

1. The Landlord agrees to provide the following accommodations: Townhome Private Bedroom, Shared Bedroom or Private Master
2. The term of this contract shall be for: _____.
3. **PAYMENT SCHEDULE:** The tenant agrees to pay the Landlord the amount specified below on the dates specified below. \$35.00 service charge on all returned checks.
4. No more tenants will be allowed in any apartment than the number specified at the beginning of the school year/summer. However, the Landlord does not guarantee full occupancy. No overnight guests are allowed.

____ Summer Prices –

<input type="checkbox"/> Shared Room	\$800	Due Date for Summer Payments will be May 1st. Other Payment arrangement options may be available. Please check with Landlord.
<input type="checkbox"/> Private Room	\$1000	
<input type="checkbox"/> Private Master Room	\$1200	

____ Fall Prices –

<input type="checkbox"/> Shared Room	\$1,900	Due Date for Fall Payments will be August 1 st . Other payment arrangement options may be available. Please check with Landlord.
<input type="checkbox"/> Private Room	\$2,500	
<input type="checkbox"/> Private Master Room	\$3,200	

____ Spring Prices –

<input type="checkbox"/> Shared Room	\$1,900	Due Date for Spring Payments will be January 1 st . Other payment arrangement options may be available. Please check with Landlord.
<input type="checkbox"/> Private Room	\$2,500	
<input type="checkbox"/> Private Master Room	\$3,200	

****NOTE:** These prices do not include the \$300.00 Security Deposit, but they do include utilities, internet, cable, parking and landscape maintenance. Monthly rent options are available and outlined as follows. All monthly rent is due on the 1st of each month.

Shared Room - \$500 per month for August-May and \$325 per month for May-August.

Private Room - \$650 per month for August-May and \$400 for May-August.

Private Master Room - \$800 per month for August-May and \$475 per month for May-August.

CANCELLATIONS

• **Cancellations made prior to July 1st for Fall, November 1st for Spring or April 1st for Summer are subject to a \$50.00 forfeit of the \$300.00 deposit. Cancellations made after July 1 (Fall), November 1st (Spring) or April 1st (Summer) forfeit the entire \$300.00 deposit and half of the rent that was agreed to be paid.**

LATE PAYMENTS:

• If your payment is not received on or before the dates listed on the signature page of this agreement, your reservation and entire \$300.00 deposit are forfeited. *(There is a 5 days grace period as outlined in the Late Fees.)*

LATE FEES

The rent is to be paid to Red Storm Townhomes at the address above. If the student fails to pay rent in full no less than 5 days after it is due, student shall pay to landlord a late fee of \$25, plus \$10 for each additional day that the rent continues to be unpaid.

SELLING CONTRACTS

Contracts may only be sold through the office with landlord's approval. Rent money is non-refundable unless the contract is sold. No guarantee will be made that the selling of a contract will be allowed. Landlord must approve the person who would be taking over the contract first.

SECURITY DEPOSIT

1. The Tenant has paid \$300.00 to the Landlord to be used as a security deposit. Charges against the security deposit may be made for the following reasons:

a) Damages to the rental unit over and above normal wear and tear.

b) Cleaning expenses - for failed cleaning checks done by management's discretion and/or to cover expenses of hired cleaners if necessary.

- c) Failure to fulfill the reservation.
- d) Excessive utility use.

2. Security Deposit refund: The Security Deposit as adjusted for the above provisions shall be refunded within 30 days of the termination of this contract unless applied at Landlord's discretion toward rent due and owing or as provided in Special Provisions.

PREVIOUS LANDLORD INFORMATION

PRESENT RESIDENCE

Address: _____ City: _____ State: _____ Zip: _____
Date In: _____ Date Out: _____ Owner/Manager Name and Phone: _____
Reason for Moving: _____

PREVIOUS RESIDENCE

Address: _____ City: _____ State: _____ Zip: _____
Date In: _____ Date Out: _____ Owner/Manager Name and Phone: _____
Reason for Moving: _____

GENERAL PROVISIONS

Both parties to this contract 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; to protect and maintain the facility; The tenant agrees to a 10:00 p.m. quiet time. The tenant will be required from 10:00 p.m. through the remaining evening to keep the sound level down to respect the peace and privacy of the other party and other tenants; and will strive to maintain a living standard that is in harmony with good moral conduct and the values implied therein. The Landlord shall have the right of entry to the facilities for purposes of inspection or repair, and shall also maintain the right to evict the Tenant for cause. Landlord is not responsible for damage to Tenant's personal property. It is recommended that Tenant obtain insurance against such losses. It is Tenant's responsibility to report any leaks or other conditions which may give rise to damage to the premises.

SPECIAL PROVISIONS

- ___1. Absolutely no smoking, no vaping, no use or possession of tobacco, alcohol, or illegal drugs on the premises, including public areas. All guests are the responsibility of the tenants and must abide by the same rules. Pets are not allowed in apartments or anywhere on Red Storm Townhomes premises. Motorized vehicles are not allowed on grass or sidewalks.
- ___2. All contract transfers, terminations, and check-out procedures must be cleared through the Landlord accompanied by appropriate release forms.
- ___3. \$50.00 of the deposit is non-refundable. These deductions will be made regardless of the tenants length of stay. Balance will be returned to Tenant providing there is no damage to furniture or building, and all provisions of this contract have been complied with.
- ___4. The tenant agrees to vacate the premises upon **five days** notice for breach of any portion of this contract, in which case the entire contract amount, including the security deposit, shall be subject to forfeiture.
- ___5. In the event of default, the defaulting party shall pay all costs, expenses and reasonable attorney's fees incurred.
- ___6. Landlord is not responsible for loss due to fire or theft or other damage of personal belongings. Renters Insurance for personal items is recommended.
- ___7. I understand that per this contract, no overnight guests are allowed.

KEYS

A key for the front door and a key for the individual room will be provided. **Making copies of keys is prohibited.** If a key is lost or stolen your obligation is to report this immediately to management. A replacement fee of \$25 will be billed for new keys. All keys must be turned in when the lease is over. If keys are not turned in the landlord may use deposit funds to update the door knobs.

PARKING

Parking pass is required and will be provided by management. Upon moving out you must turn in your parking pass or you will be charged \$100. Please provide the following information in order for us to provide you with a parking pass.
Car make and model _____ License Plate _____

ATTORNEY FEES

If any legal action or proceeding be brought by either party to enforce any part of this agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney fees not to exceed \$500.

INDEMNIFICATION

Tenant shall indemnify, protect, defend and hold Landlord, Red Storm Townhomes Owner, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss and/or damages, costs, claims, liens, expenses, arising out of or concerning Tenant's use of the premises, or from any other activity, act of God, work or things permitted or suffered by Tenant or invitees in or about the Premises. Tenant hereby assumes all risk of damage to personal property of Tenant and their guests and invitees as well as injury to persons, in, upon or about the Premises arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord, and Red Storm Townhomes Owner.

DEFAULT BY TENANT

In the event of a default made by Tenant in the payment of rent when due to Landlord, Tenant shall have three (3) days after receipt of written notice thereof to cure such default. In the event of a default made by Tenant in any of the other covenants or conditions to be kept, observed and performed by Tenant its guests and invitees, Tenant shall have five (5) days after receipt of written notice thereof to cure such default. In the event that the Tenant shall fail to cure any default within the time allowed under this paragraph or Tenant or Tenant invitee caused an incurable breach of this Agreement, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages

ENTIRE AGREEMENT

This Rental Agreement and the attachments hereto constitute the entire agreement between the parties. There are no oral or written representations or agreements made by Tenant or Landlord which supersede or modify this Agreement. In the event any provision of this Agreement shall be deemed illegal or unenforceable, it shall not void this contract, or any provision thereof. The balance of the terms and conditions herein shall remain in full force and effect.

ACKNOWLEDGMENT

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

Tenant:
 Signature: _____
 Printed Name _____
 Social Security Number: _____
 Date: _____

Landlord:
 Signature: _____
 Printed Name: _____
 Date: _____

Apartment Address: 487 S. 1100 E. St. George, Utah 84790		
Apt. #	Bedroom#	
City: St. George	State: UT	Zip: 84790

<p>Lease Date:</p> <p>Lease Term: From: _____ To: _____ (unless terminated pursuant to lease)</p> <p>Semester Total: \$ _____ Complete Lease Amount: \$ _____</p> <p>Lease Notes: _____ _____ _____</p> <p>If paying monthly, check here: <input type="checkbox"/></p>	<p>Payment Information/Charges</p> <p>Security Deposit: \$ _____ Other Deposit/Fee (if applicable): \$ _____</p> <p>1st Semester Rent: \$ _____ For the period: Amount received: \$ _____ <u>Balance Due</u> (prior to move-in): \$ _____ If other agreement on balance due date enter date here: _____ _____ _____</p>
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For more information or questions, please contact management at redstormtownhomes@gmail.com. All money is due and payable to Red Storm Townhomes in the form of a written check or cash.