



Residential Lease Agreement

Read the entire document carefully before signing.

Parties: _____ Being the allowed occupant of the Premises eighteen years of age or older (hereinafter referred to as "**Tenant**"); and Millennial Towers, LLC (hereinafter referred to as "**Landlord**"). THIS RESIDENTIAL LEASE AGREEMENT (the "**Lease**"), entered into as of the date signed by the parties below, is between the parties listed herein for the Premises located as follows:

Premises: **Private** **Shared** bedroom with a **Five** **Four** bedroom unit at the apartment complex known as Millennial Towers and located at 657 East 1000 North, Logan, Utah 84321 in Cache County, State of Utah (herein referred to as the "**Premises**"), which is for use as a private residence only according to the terms and conditions set forth herein.

Rent and Fees: Total Rent \$ _____, which shall be due and payable in _____ equal installments of \$ _____.

Late Fee of **\$50.00** if full payment is not received before 5:00 pm on the **5th** day of the month.

Service of Notice Fee: **\$25.00**; Eviction Turnover Fee: **\$250.00**.

Refundable Security Deposit (subject to restrictions herein): **\$300.00**.

Non-Refundable Leasing Fee: **\$100.00**.

Commencement Date: **23rd** day of **August, 2018**

Initial Term End Date: **4th** day of **May, 2019**

Parking Desired: On Site **\$400.00** (Limited) None

1. Term: The Initial Term shall commence on the Commencement Date and will end on the Initial Term End Date. If the Premises are not ready for occupancy on the Commencement Date, Landlord shall not be liable for any damages. In the event this Lease extends beyond the Initial Term above on a month-to-month tenancy (see "Holding Over" section below), such tenancy shall then terminate only on the last day of a month. The Lease Initiation Fee above shall be paid upon execution of this Lease and shall be deemed consideration for the implementation of this Lease and is not a deposit. The pro-rata rent charged, if any, is a stated amount and is not related to the monthly rent. Landlord shall be entitled to the Eviction Turnover Fee for any work done pertaining to an eviction after failure of Tenant to comply with any eviction notice. Tenant shall pay this fee once the work is done regardless of whether the eviction is filed.

2. Rent: In return for the use of the Premises and in consideration of the terms, conditions, covenants and provisions contained herein, Tenant shall pay Landlord the total Rent above. The first installment of Rent, unless otherwise stated herein, shall be due on the Commencement Date with subsequent installments being due no later than the first day of each of the ensuing months. For semester-only Terms, the Total Rent shall be due in full no later than on the Commencement Date. **ABSOLUTELY NO CASH WILL BE ACCEPTED.** Checks tendered for the Rent shall be made payable to "Millennial Towers, LLC" and mailed or hand-delivered to 657 East 1000 North, Suite 101, Logan, Utah 84321. To ensure timely payment by the first day of the month, please mail the Rent by the 20th day of the previous month. Alternatively, Tenant may make payment by Electronic Funds Transfer ("**EFT**") by completing a debit (EFT/ACH) Authorization Lease to authorize Landlord to debit monthly rent payments from Tenant's bank account. Any payments received by Landlord after 5:00 p.m. Mountain Time shall be credited on the next business day. In the event Tenant elects to pay the Rent by check or EFT, **Tenant shall pay Landlord a charge of \$20.00 for any check returned or EFT declined to Landlord for non-sufficient funds, or if said check or EFT otherwise fails to clear the issuer's bank.** Tenant may not withhold or offset rent, except as permitted by prevailing law.

Tenant's Initials: _____

situation at the sole cost and expense of Tenant.

8. Utilities: Utilities shall be used for ordinary household purposes only. Electricity is included in Rent up to \$25 per Bedroom in all units, Gas is included in Rent up to \$10 per Bedroom in all units. Any amounts above the preceding cap rates shall be charged directly to Tenant. A basic DirecTV (or similar) package and Wireless Internet (or similar) package shall also be included in Rent for the living/dining area of each Apartment. Tenant shall bear the entire cost of any upgrades to the DirecTV package, including having it service a Bedroom. Tenant shall be solely responsible for contracting with and paying any "land line" telephone services. Neither Landlord nor Landlord's agent shall be liable for loss or damages resulting from the interruption of heat, electricity, gas, water, sewer, telephone, cable television or any other utility services, or for the malfunction of machinery or appliances serving the Apartment or any part of the apartment complex. Neither Landlord nor Agent shall be liable for injury or damage to person or property caused by any defect in the heating, electricity, water, or sewer systems serving the Apartment.

9. Other Services: If Landlord or Agent elects to provide any optional services, such as laundry service, rental of vacuum cleaners or small appliances, etc., the charges for such other services utilized by Tenant shall be deemed additional rental and Tenant's failure to timely pay for the same shall be treated as a default hereunder.

10. Repairs and Tenant's Obligations: Tenant agrees to request all repairs and services in writing from Landlord's designated representative. Landlord shall have the right to temporarily turn off equipment and interrupt utilities to avoid damage to property or to perform repairs or maintenance. In case of malfunctions of equipment or utility damage by fire, water, or other cause, Tenant shall notify Landlord's representatives immediately. Landlord shall act with due diligence in making repairs, the Lease shall continue, and rent shall not abate during such periods. Tenant may not hire or allow any third party to perform work on the Premises without Landlord's prior written approval (or as allowed by law). Tenant is responsible for, and will reimburse Landlord for, any damages or loss caused to the Premises while Tenant is entitled to possession thereof. This includes, but is not limited to, damages caused by the negligence, carelessness, abuse or intentional misconduct of Tenant, occupants, pets, guests or others. Tenant shall indemnify Landlord from any liability to any unapproved third party. Landlord may assess costs for such damages when they occur. Tenant shall pay for and replace smoke detector and/or carbon monoxide detector batteries as needed. The intent is to require the Premises to be maintained in substantially the same condition as when Tenant took occupancy. If the damage to the Premises, regardless of how caused, is substantial in the reasonable judgment of Landlord, Landlord may terminate this Lease by giving written notice to Tenant. Such termination due to damage may occur immediately if the Premises are uninhabitable. The costs of repairs, restorations and replacements shall be paid for by the Landlord if rendered necessary by normal wear and tear. Otherwise, if such repairs, alterations or replacements are rendered necessary by the negligence, carelessness, accident or abuse of Tenant and/or Tenant's guests or other third parties, then all such costs shall be paid by Tenant. Tenant agrees to reimburse Landlord for all such costs within five (5) days of notice. Such reimbursement shall be a priority payment over all other obligations of Tenant to Landlord. Landlord may periodically deduct such costs from Tenant's Security Deposit and Tenant agrees to promptly reimburse his/her Security Deposit to its original amount. It is agreed that Landlord carries insurance for its own protection and that Tenant is not a beneficiary of such insurance. None of Tenant's rent is considered to pay for insurance. Tenant shall be responsible to Landlord for all costs of repair for damages as stated herein regardless of Landlord's insurance. In the event Tenant has complied with the Act and is allowed to make repairs, Tenant agrees that it will first obtain three independent estimates, utilize the lowest estimate, and only use licensed and insured contractors to perform the repairs.

11. Right of Inspection and Entry: Unless otherwise restricted by law, Landlord may enter the Premises during reasonable hours with or without notice in order to inspect, make repairs, provide general or preventive maintenance, replace filters, or leave any notices and/or any other reasonable business purposes while Tenant is present in the Apartment. If Tenant is not present at the Apartment, then Landlord will have the same right to make such entries by duplicate or master key. If, in Landlord's opinion, there exists an emergency or a violation of this Lease exists, Landlord may enter without notice at any time for any inspection, repair, or to determine the condition or occupancy of the Apartment. It is the intent of the parties hereto that this provision grant to Landlord immediate access if Tenant is in default of any term of this Lease, immediate access if in Landlord's sole opinion giving notice could change an investigation, and that this provision be interpreted with existing law to grant as broad and timely access as possible and permissible. Any request for maintenance or repairs shall be deemed to give Landlord authority to enter the Apartment without requiring notice or further permission. Landlord may secure the Apartment at any time Landlord deems, in its sole discretion, that the security thereof may have been compromised, including but not limited to: death of a Tenant, incarceration or hospitalization of a Tenant, usage of the Apartment by non-Tenants, and protection of Landlord's assets or security.

12. Rules and Regulations: Tenant, its guests and other occupants shall comply with all written Rules and Regulations which shall be considered part of this Lease. Such Rules and Regulations are available from Landlord and Tenant acknowledges receipt of same. Landlord may make reasonable rule changes if made in writing and notice is given to all Tenants. Tenant agrees that the conduct of Tenant, its guests or other occupants shall not be disorderly, boisterous or unlawful and shall not disturb the rights, comforts, or convenience of other persons. Tenant shall be liable to Landlord for damages caused by Tenant, its guests or other occupants. Sidewalks, steps, entrance halls, walkways and stairs shall not be obstructed or used for any purpose other than ingress or egress. The Premises are to be used only as a residence and may not be used for any business. The Premises and other areas that are reserved for Tenant's private use shall be kept clean and sanitary by Tenant. Garbage shall be disposed of only in appropriate receptacles. All written rules may be enforced through Landlord's representatives or agents and Tenant shall hold same harmless for reasonable enforcement. Landlord may regulate, limit, or prohibit from the Premises and the areas owned by Landlord the following: swimming pools, motorcycles, commercial equipment, non-residential materials, weight or workout equipment, bicycles, tricycles, skateboards, recreational vehicles, boats, trailers, inoperable vehicles, guest vehicles, former tenants, and guests who, in Landlord's reasonable judgment, have been disturbing the peace or disturbing other persons, may cause a threat to other persons or who have or may be violating rules and regulations.

Tenant's Initials: _____

13. Assignments or Subletting: Tenant shall not assign, sublet or transfer Tenant's interest in the Rental Space, or any part thereof, without Landlord's prior written consent, which may be withheld in Landlord's sole and absolute discretion and shall be conditioned upon Tenant paying a transfer fee of \$300 to Landlord. Any assignment, subletting or transferring of the Rental Space without the prior written consent of Landlord shall be null and void, and shall, at the option of Landlord, terminate this Lease. Landlord's consent to any assignment, subletting or transferring shall not be deemed a waiver of this Section 13 or as consent by Landlord to any subsequent assignment, subletting or transferring. In the event that Landlord consents to the assignment, subletting or transfer of Tenant's interest in the Rental Space, Tenant shall remain liable under this Lease in the event of a default by the assignee or transferee.

If Tenant wants to assign, sublet or transfer Tenant's interest in the Rental Space, or any part thereof, and Landlord has consented thereto, but Tenant is unable to find a third party to assume all of the obligations of this Lease, Tenant may execute a "Re-Lease Agreement," which will be kept on file in Landlord's office in the event of an inquiry from a third party. It is understood by Tenant that execution of a Re-Lease Agreement does not release Tenant from Tenant's obligations under this Lease, and Tenant understands that in the event an assignee, sublessee, or transferee is not found by either Tenant or Landlord, Tenant shall be responsible for payment of Rent for the entire Term of this Lease. Notwithstanding anything herein to the contrary, even if a third party executes the Re-Lease Agreement, Tenant shall remain liable for all sums due under this Lease in the event of a default by such third party. Tenant will be assessed a re-lease fee equal to one monthly installment of Rent to cover Landlord's cost in re-leasing.

14. Security: Landlord may, at its sole option, employ Courtesy Managers who may reside on site. Although the presence of Courtesy Managers is for the benefit and convenience of Landlord, Agent, and Tenant, it is expressly understood and agreed that the providing of Courtesy Managers is purely discretionary on the part of Landlord and in no way has Landlord agreed or committed to insure, guarantee, indemnify, or to otherwise protect Tenant's person or property, or the person or property of any guest, invitee, or other tenants. Likewise, Landlord, at its sole option, may elect to install certain security devices or measures that are not required by law. Tenant agrees to comply with the security procedures and response actions set forth in the Rules and Regulations.

15. Limited Liability: Landlord will not be liable for any damages or losses to person or property caused by any Tenant or any other person including, but not limited to, any theft, burglary, assault, vandalism, or other crimes. Landlord shall not be liable for personal injury or for damage to or loss of Tenant's personal property (furniture, jewelry, clothing, etc.) unless caused by the gross negligence of Landlord. Landlord shall not be liable to Tenant for any type of damages from fire, flood, water leaks, theft, rain, hail, ice, snow, smoke, structural problems, environmental issues, toxins, mold or mildew, or contamination left by prior tenants, explosions, interruptions of utilities, acts of God, or negligent behavior of Landlord or its agents, unless such injury or damage is caused by the gross negligence of Landlord or its agents. Tenant agrees to indemnify and hold harmless Landlord and its representatives from any and all liability for actions or inactions of Tenant that cause damage or injury to any party or person. Tenant agrees that locks and latches are acceptable, subject to Landlord's duty to make needed repairs upon request of Tenant. Upon payment of a reasonable charge, Tenant shall have the right to require Landlord to change (re-key) a door-lock for a fee. Tenant may not place its own locks on the Apartment or Bedroom, which prevent Landlord entry. If Landlord's employees are requested to render services not contemplated in this Lease, Tenant agrees to hold Landlord harmless for all liability regarding the same. Landlord may provide security equipment for the purpose of protecting its property. However, Landlord will not provide any security for Tenants. Each Tenant is responsible for his/her own personal security and the security of his/her property. It is acknowledged that the Premises are occupied and used by other individuals and that Landlord cannot represent what such persons have had or done within the Premises. Tenant acknowledges that it will not hold Landlord, its agents, or employees liable for prior actions within the Premises by other occupants or their guests, including such actions that may have unknown continuing residual effects on the Premises.

16. Default by Landlord: Landlord agrees to act with diligence to: (a) keep common areas reasonably clean; (b) maintain fixtures, furniture, hot water, heating equipment; (c) remain in substantial compliance with accepted federal, state and local laws regarding safety and sanitation; and (d) make all reasonable habitability repairs subject to Tenant's obligation to pay for damages caused by Tenant, its guests, third parties, or other occupants.

17. Default, Abandonment, Forfeiture and Termination: Upon Tenant's failure to make any payment of Rent when due, or upon Tenant's breach of any other terms, covenants, agreements, or conditions herein contained, or if Tenant abandons or vacates the Rental Space prior to the expiration of the Term, then, Landlord, at its sole option, may peacefully re-enter and repossess the Rental Space, and remove and put out Tenant and Tenant's personal property in the manner allowed by Utah law. In the event of such re-entry and repossession by Landlord, Tenant shall be liable for all costs, accelerated late fees, attorneys' fees and damages incurred by Landlord and such re-entry shall not be deemed an acceptance by Landlord or a surrender of any rights of Landlord or otherwise constitute a release of Tenant from the terms of this Lease.

It is intended that Landlord's remedies shall be as broad as permitted under Utah law and shall include, without limitation, (a) the right to terminate this Lease, reserving the right to collect any unpaid rents, charges, and assessments for damages to the Rental Space; or (b) the right to accelerate the then entire unpaid balance of the Rent for the term then remaining, or, the right to stand by and collect rental payments as they become due; or (c) the right to sublease and rent the Rental Space for the account of Tenant, in which event the proceeds from subletting shall be applied first to the cost of subletting (including advertising, commissions, attorneys' fees and costs); second, to the cost of repairing any damage to the Rental Space, and third, to Tenant's rental obligations hereunder, with Tenant remaining fully responsible for any deficiency in the rental payments for the remainder of the Term. The exercise of any one remedy shall not be deemed exclusive of the right to collect the entire amount of unpaid Rent or damages, or of Landlord's right to avail itself of any remedy allowed by Utah law.

In the event of a default hereunder, in addition to any other remedies available to it, Landlord is entitled to employ an attorney to enforce

Tenant's Initials: _____

Landlord's rights hereunder and all reasonable fees and cost connected therewith shall be paid by Tenant. Tenant acknowledges and agrees that in the event of any default, the minimum reasonable attorneys' fee for which Tenant shall be liable is \$500.00. Any Rent or damages that remain unpaid after default, including any court judgment, shall bear interest at the rate of 18% per annum.

18. Landlord's Right to Terminate Lease: Landlord may in its sole and absolute discretion elect to terminate this Lease, and re-enter and take possession of the Rental Space after notifying Tenant in writing of any of the following: (a) possession of firearms anywhere on the Premises; (b) intentionally setting fire; intentionally causing any false fire alarms; vandalizing or tampering with any fire alarm or fire protection equipment; violating requirements limiting use of electrical equipment; (c) abusing or misusing elevator equipment; (d) intentionally throwing or dropping objects from windows; (e) possession or use of any controlled substance; (f) failing to claim Rental Space by 5:00 p.m. on the first official day of classes (fall and spring semesters); (g) possessing or storing ammunition, gasoline, kerosene, similar combustible materials, or any explosives anywhere in the Apartment; (h) repeatedly disturbing normal housing activities, repeatedly damaging housing facilities, or repeatedly interfering with other students' quiet enjoyment of housing facilities; (i) permitting regular use by others of space assigned to Tenant, by assignment or otherwise or permitting residency by persons not authorized by Landlord; (j) using space for any purpose that interferes with the rights of students to normal residence activities such as study and sleep; (k) failing to comply with policies regarding use of alcohol, room keys, noise, guests, and identification; (l) failing to comply with any of the Rules and Regulations; (m) ceasing to be enrolled at Utah State University in Logan, Utah, and (n) violating state, federal, or local law.

19. Release of Tenant: Tenant will not be released on grounds of voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, loss of employment, marriage, divorce, loss of co-Tenants, bad health, problems with other tenants, or any other reasons, unless otherwise provided in this Lease or mandated by law. Upon vacating prior to the expiration of the Term, this Lease shall remain in full force, with all monies and future rent immediately due and payable. In the event Tenant files for bankruptcy and fails to accept this Lease through the bankruptcy and remains in the Premises, this Lease shall be deemed to be a tenancy at will with rent payable daily and calculated at the current monthly rate divided by thirty (30), and all other obligations shall remain in effect.

20. Early Vacate: If Tenant does not fulfill the entire Term (even if such failure is due to eviction by Landlord), Tenant shall be liable to Landlord for the costs incurred by Landlord as a result of the early termination. These costs are in addition to the other damages and rent (including future rent) that may be assessed pursuant to this Lease. They may include, but are not limited to, leasing agent costs, advertising expenses, turnover expenses, and such other costs incidental to re-renting the Premises. If Tenant vacates prior to the end of the Term, all future rents under this Lease shall accelerate and become immediately due. Tenant shall additionally be responsible for damages, re-payment of concessions, and such other provisions as contained herein. It is agreed that an eviction notice shall terminate occupancy but not the obligations to pay rent under this Lease. It is agreed that termination notices pursuant to an eviction due to non-payment of rent or nuisance shall not relieve Tenant from obligations for future rent until such time as the Bedroom or the Apartment, as the case may be, has been re-let or the expiration of the Term, whichever occurs first.

21. Relocation: For purposes of operating efficiency, Landlord reserves the right, upon five (5) days' advance written notice, to relocate Tenant to another apartment on the Premises of similar size and value, though Tenant understands and agrees that variations in size, location, and value may occur. In the event of such relocation, this Lease shall be automatically amended as to make the "Rental Space" the rental space of the new apartment. Tenant understands and agrees that Tenant shall not have any right to compel Landlord to assist Tenant to move in any particular manner, and Tenant agrees that Tenant shall have no right to demand reimbursement of any kind related to any expenses incurred by Tenant in relocating to another apartment. Should Tenant fail or otherwise refuse to relocate, such refusal or failure shall be considered a material default of this Lease and shall permit Landlord to re-enter and re-take possession of the Rental Space. In the event Tenant requests to relocate to another Apartment during the Term, Landlord shall try to accommodate Tenant's request. However, such relocation shall be subject to Tenant paying a \$200 transfer fee and Landlord having an available Bedroom for rent.

22. Contamination: Tenant agrees to defend, indemnify and hold harmless Landlord against any and all claims, actions, causes of action, demands, liabilities, losses, damages, and expenses of any kind, including but not limited to, attorney's fees and court costs, that may be made as against Landlord (its officers, directors, employees, agents, managers, and affiliates) as a result of or arising out of the growth or proliferation of mold or mildew or other contamination in the Apartment. It is further agreed that such indemnification shall extend to the existence of any contamination of any type from any person or cause that is unknown to Landlord. Tenant further agrees that it will not cause, hire, or conduct any inspection or testing to be done in the Apartment for any type of contamination, but may request that Landlord conduct such testing provided Tenant pre-pays the costs of such testing. Landlord shall have the right to retain the third party certified testing of its choice. The results of such testing shall be the property of Landlord who shall only be obligated to disclose positive results exceeding the legal limits. Tenant further agrees that Landlord shall not be liable for any damages caused to Tenant, Tenant's guests, occupants, or any property within the Apartment resulting from mold, mildew or any other contamination. Tenant shall indemnify Landlord from any liability relating to mold, mildew, or any other contamination resulting in damages to any person or property within the Apartment regardless of the source. Tenant agrees to immediately notify Landlord of the existence of any mold, mildew, or other contamination within the Apartment. Failure by Tenant to diligently inspect and notify Landlord of mold or contamination issues will result in Tenant being liable for the damages to the Apartment caused thereby.

23. Pests: It is acknowledged that most pest problems result from the actions of tenants and that such problems often cannot be detected by Landlord. Tenant acknowledges and warrants that any and all furnishings, clothing, food items, and other materials that are brought into the Apartment or upon the Premises are free from any type of pest infestation, including bed bugs, mice, lice, and cockroaches. Tenant warrants and represents that none of the items brought onto the Premises have been exposed to such pests and that all such items have been inspected by Tenant. Tenant warrants to Landlord that no infested items will be brought into the Premises. Tenant agrees that it will be responsible for all costs

Tenant's Initials: _____

relating to removal, extermination, control, clean-up, and management of pests which are brought in by Tenant, its guests, occupants, or others (intentionally or not). Tenant further agrees to be responsible for all costs relating to removal, extermination, control, cleanup, and management of pests which exist or whose existence is supported by the actions or inactions of Tenant, particularly issues relating to cleanliness and clutter of the Apartment. Tenant agrees to assist in enforcement of this provision by reporting to management any violations. Tenant agrees to notify Landlord immediately of any infestation or sighting of any pests within the Apartment and the Premises. Tenant may hire any licensed and bonded pest control/extermination company to remedy such infestation, but shall notify Landlord prior to such company entering the Apartment. All costs related to resolution of any pest problem shall be the responsibility of Tenant. In the event it is necessary for Landlord to obtain pest control for another unit, a whole building, or the entire community, Tenant agrees that it will pay its pro-rata share of the costs relating to such pest control, regardless of the source of the pest problem. It is agreed and acknowledged that a pest problem may spread to other units. Failure by Tenant to notify Landlord and take appropriate action may result in additional units becoming infested. All costs relating to resolution of any pest infestation that is caused or exacerbated by Tenant shall be paid by Tenant. Violation of this provision is grounds for eviction. Tenant agrees that it shall hold harmless Landlord from any and all damages relating to pests within the Premises, extermination, control or clean-up of pests; damages to personal property from pests, and any and all other damages relating to pests, regardless of their source.

24. Parking and Common Areas: Various areas of the Premises are designated and intended for the use in common by all tenants, including, but not limited to, the parking areas, walkways, laundry facilities and other amenities made available by Landlord, which shall be used by Tenant in accordance with the attached Rules and Regulations. Landlord reserves the right to set the days and hours of use for all common areas and to change the character of or close any common area based upon the needs of Landlord and in Landlord's sole and absolute discretion, without notice, obligation or recompense of any nature to Tenant. Certain common areas may have installed video surveillance cameras. Tenant hereby acknowledges and agrees that any vandalism and/or illegal activity caught on videotape can and will be used to prosecute any criminal or civil action. Where applicable, Landlord shall designate parking areas – and provide parking passes - for use by Tenant. Tenant acknowledges that parking fees shall be applicable and that parking is limited. Landlord is not responsible for any tickets received by tenants parking around the property.

25. Rent Increases: If, during this Lease, taxes (non-property), utilities, governmental fees, or other common expenses paid by Landlord increase in any year in excess of five percent (5%), Landlord may increase Tenant's monthly rental amount in a pro rata amount (formula to be determined by Landlord) upon thirty (30) days' written notice. In addition, if any utility or governmental entity creates a new fee, tax, or assessment at any time during the tenancy, such amount may be assessed directly to Tenant in a pro-rata amount as stated herein or as otherwise assessed by such entity. Landlord may make any such assessments based upon a reasonable formula that requires one hundred percent of the new assessment to be paid by the Tenants.

26. Holding Over: Rental Space is rented back-to-back. Any time between the end of this Lease and the start of the next lease with respect to the Rental Space is critical for putting the Rental Space in ready to rent status. It is imperative that Tenant is completely moved out of the Rental Space by 1:00 P.M. on the Termination Date. Holdover tenancy (as defined by failure to return all keys to the Rental Space, and/or removal of all belongings therefrom) will result in a minimum charge of \$150 and a per diem charge equal to 200% of the Rent (double rent prorated on a daily basis being assessed to Tenant). Any other associated expenses or losses incurred by Landlord due to such holdover will also be charged to Tenant.

27. Guaranty: Landlord may require, as a condition precedent of Landlord choosing to enter into this Lease with Tenant, a binding guaranty (the "Guaranty") of Tenant's parent or other sponsor (the "Guarantor"), which will cause the Guarantor to be liable for all of Tenant's obligations hereunder. To sign the Guaranty, Tenant's parent or other sponsor must be living in the U.S. and be a credit worthy sponsor. Where a credit worthy, U.S. sponsor, is unavailable, Landlord shall require a larger Security Deposit (see Section 4 above). Landlord reserves the right to terminate this Lease or terminate Tenant's possession of the Rental Space in the event such Guaranty is not fully executed, notarized and returned within five (5) days from the date of execution of this Lease by Tenant, or prior to Tenant's taking possession of the Rental Space, whichever time period is shorter. Tenant understands that the Guaranty must be obtained directly from the Guarantor and that Landlord reserves all rights, both civil and criminal, for any false execution or forgery of the Guaranty. Tenant acknowledges that this Lease is for an essential necessity of Tenant, and that Tenant is fully bound by all of the terms, conditions, covenants and provisions hereof irrespective of Tenant's age or legal status. The execution of the Guaranty is an additional assurance to Landlord of the performance of the terms, conditions, covenants and provisions of this Lease and shall not be construed as a release of Tenant's responsibilities and obligations hereunder.

28. Agent: Landlord may designate an agent (and substitute agents) (the "Agent") for the purposes of managing and operating the Premises, acting for and on behalf of Landlord for the purpose of administering this Lease, receiving and receipting for notices and demands, and exercising any or all of Landlord's rights hereunder; provided, however, that such Agent shall not be personally liable for any of Landlord's contractual, statutory or other obligations merely by virtue of acting on Landlord's behalf and all provisions in this Lease regarding Landlord's non-liability and non-duty apply to such Agent as well. Landlord shall give Tenant notice of any Agent designation.

29. Military Clause: In the event Tenant is or becomes a member of the Armed Forces on extended active duty and receives change of station orders to permanently depart the local area, then Tenant may terminate this Lease by giving thirty (30) days' written notice. Tenant may also utilize the Service members' Civil Relief Act ("SCRA") to otherwise terminate the Lease as provided for therein. As required by SCRA, Tenant shall be required to pay rent for thirty (30) days after notice is given with appropriate documentation. Tenant agrees to furnish Landlord a certified copy of his/her official orders, which permit termination of this Lease. Permission for base housing does not constitute a permanent order. Other termination as provided under the SCRA will be allowed as provided by the SCRA.

Tenant's Initials: _____

30. Disability: It is the policy of Landlord to reasonably accommodate all handicaps and disabilities as defined under state and federal laws and as may be required under state and federal law. It is agreed that Tenant shall notify Landlord of any need relating to a disability or handicap (in writing, if possible) to ensure the proper procedures are implemented to comply with existing laws. In the event Tenant fails to notify Landlord of any needed accommodation, Landlord shall not be liable for damages suffered by Tenant. It is agreed that Landlord is under no obligation to accommodate Tenant until proper notification with supporting documentation (if necessary) is provided to Landlord.

31. Animals: Tenant shall not have or allow any pet to be in the Rental Space, except for service and emotional support dogs, without the prior written consent of Landlord, which consent may be withheld by Landlord in its sole discretion. To have a service or emotional support animal, Tenant shall be required to provide sufficient record of his/her disability to Landlord. In the event Tenant violates this clause, Landlord may, in its sole discretion and in addition to any other rights and remedies it may have under applicable law, declare Tenant in default under this Lease. For any violation of this provision, in addition to Landlord's other remedies, Landlord may charge and collect the sum of \$100 per day, per violation.

32. Smoking: Smoking is not allowed in the Rental Space, the Apartment, or any portion of the building in which the Apartment is located. Tenant waives any right to a cause of action for a nuisance pursuant to Utah Code 78B-6-1101(3) (smoke and second hand smoke) and holds Landlord harmless for any damages relating to smoke. Tenant acknowledges that it has been informed that smoke from outside the Apartment may drift into Tenant's Apartment. Tenant shall abide by any regulations promulgated by Landlord regarding smoking.

33. Renter's Insurance: Tenant is required to obtain renter's insurance as a condition of this Lease, and Landlord shall be named as an additional insured under said policy.

34. Subordination: This Lease as executed is subordinate to any mortgage or mortgages financing the Premises, which are of record or may become of record during the term of this Lease and subject to the provisions of any regulatory Lease with any housing authority and others that burden such property. Tenant agrees to be the tenant of a new landlord of the Premises upon such new landlord's acquisition of the Premises and agrees that foreclosure by a mortgagee shall not void this Lease.

35. Credit Checks: Tenant agrees that Landlord may conduct background, criminal history, and credit checks at any reasonable time after application, during the term of this Lease or thereafter so long as Tenant has an outstanding balance due to Landlord. Tenant grants consent to Landlord and its agents to disclose information about Tenant so long as Tenant has an obligation under this Lease.

36. Fitness Center: Tenant agrees that use of the Fitness Center on the Premises is at his/her own risk, and assumes sole responsibility for any injuries that may result from use thereof. Tenant agrees to follow all rules and regulations established by Landlord and its agent with respect to the use of the Fitness Center. Tenant understands that any instructors in the Fitness Center are independent contractors and neither they nor Landlord and its agent are to be relied upon for Tenant's health and safety. Tenant hereby represents to Landlord and its agent that he/she will only use the equipment in the Fitness Center that he/she is capable of using safely and properly. Neither the Landlord nor its agent is responsible or liable for any loss, damage or injury that Tenant may sustain as a result of use of the Fitness Center. Tenant agrees to indemnify and hold harmless Landlord and its agent from and against any and all claims, demands, costs or expenses arising out of or in any way related to the use of the Fitness Center.

37. Government: In the event the Premises are condemned or access is restricted as a result of any type of governmental action or damage to the Premises, Landlord shall not be liable for any damages to Tenant including alternate housing, damage to personal property, replacement of personal property, and/or any other consequential damage. Such action may include any action by any governmental agency or entity, including but not limited to: health departments, division of environmental quality, fire departments, police, zoning departments, etc. If the action is taken, Tenant shall be relieved of rental obligations effective the date that access is restricted or prevented unless the cause of such governmental action relates to actions of Tenant, its guests, or occupants. In the event this Lease is terminated pursuant to this provision, Tenant shall be responsible to take all steps necessary to have its contents immediately removed at Tenant's expense.

38. Sale of Property: In the event Landlord sells the Premises, Landlord may terminate this Lease with thirty (30) days' written notice. Tenant agrees to allow inspection of the Apartment by potential buyers, provided Landlord or its agent gives at least twenty-four hours' notice. However, such inspections shall not be of such a frequency to interfere with the peaceful enjoyment of the Apartment by Tenant.

39. Notices to Landlord: In the event Tenant determines to utilize the provisions of the Utah Fit Premises Act ("Act"), notice as required by that Act shall be delivered in writing to Landlord at the Premises. If there is an on-site management office, notices may be delivered at such office during normal business hours. Provisions of the Act may be found in Utah Code 57-22 or at <http://le.utah.gov>.

40. Disclosures: Radon 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 or state guidelines have been found in buildings in the state in which the Property is located. Additional information regarding radon testing may be obtained from the local county health unit. Landlord is an equal opportunity housing provider and complies with all federal state and local fair housing laws and regulations. Landlord does not discriminate in any way based upon race, color, religion, sex, national origin, familial status or handicap. If a third party requests information on Tenant or Tenant's rental history for law enforcement, governmental or business purposes, Tenant hereby authorizes Landlord to disclose and may provide such information. In addition, Landlord discloses, and Tenant acknowledges, that the Apartment is part of a larger mixed use residential apartment, retail and commercial development yet to be constructed. Accordingly, construction on adjacent property may continue throughout the Term, all in accordance with applicable noise ordinances and construction restrictions. Tenant acknowledges that such construction shall not

Tenant's Initials: _____



**MILLENNIAL
TOWERS**

RULES AND REGULATIONS
(Exhibit "A" to Apartment Lease)

The following Rules and Regulations are a binding part of Tenant's Lease with Landlord. Tenant understands that these Rules and Regulations are not an exhaustive list, and that they are in addition to the terms and conditions of the Lease. Tenant agrees that any non-performance or breach of any of these Rules and Regulations may cause increased operating expenses, including, but not limited to, clean-up costs, increased management and labor costs, attorneys' fees, and higher utility costs, as well as damages to Landlord in the form of decreased marketing appeal of the Property. Tenant agrees that any non-performance or breach of any of these Rules and Regulations constitutes a default by Tenant under the Lease and Landlord may, in Landlord's sole and absolute discretion, proceed with an eviction action and/or exercise any other rights or remedies afforded to Landlord under the Lease and/or provided by prevailing law, which shall not amount to Tenant's release from the obligations of the Lease. In accordance with the Lease, and the Security Deposit thereunder, Tenant will also be charged fees, as additional Rent, for a violation of these Rules and Regulations in order to offset any increased costs and damages. Such fees are due and payable at the same time as the next month's Rent.

These Rules and Regulations are put forth for the purpose of promoting the convenience, peace, safety and welfare of the tenants on the Property. Tenant agrees that these Rules and Regulations are sufficiently explicit in prohibition, direction, and/or limitation of Tenant's conduct to sufficiently inform Tenant what Tenant must or must not do to comply. Tenant agrees that Tenant received notice of these Rules and Regulations at the time Tenant entered into the Lease. Tenant acknowledges that Landlord, from time to time, may adopt additional rules and/or regulations, however described, concerning Tenant's use and occupancy of the Rental Space, Apartment, and Property, and that such additional rules and regulations shall automatically be incorporated herein.

Tenant agrees that any fees established herein are set forth on the basis that (a) the damages caused by Tenant in breach of these Rules and Regulations are difficult or impossible to estimate accurately; (b) Tenant and Landlord intend to provide for damages rather than a penalty; and (c) the fees as set forth herein are a reasonable pre-breach estimate of the probable damages to Landlord in the event of Tenant's breach of these Rules and Regulations. All fees set forth herein shall be charged and due as additional Rent.

1. **Rent.** Tenant agrees that rent is due and to-be-paid by the first day of each month. For example, February's rent is due by February 1st. Tenant is encouraged to pay rent with on Landlord's Appfolio platform- www.millenniantowers.com. Rent will be considered delinquent and a late fee of \$50.00 imposed if rent is not paid in full by 5:00 PM on the 5th day of the month for which it is due.
2. **Non-Smoking Policy.** Smoking of any kind (cigarettes, cigars, hookah, etc.) is strictly prohibited in the interior areas of Millennial Towers and within 25 feet of any entrance. This is not just Millennial Towers' policy, but Utah law as well, and Landlord is legally obligated to enforce it. Any violation of this policy will have consequences, including monetary fines as well as possible termination of your lease.
3. **No Pets.** Only authorized pets and/or animals, subject to Landlord's approval, are allowed at any time, for any length of time, on the Property, including visiting pets. An addendum to the Lease must be signed before a pet may be brought to an Apartment. Violation of this paragraph will result in:

FIRST: Upon Tenant's first violation, a written warning will be issued to Tenant specifying the complaint, and a \$100.00 fee per pet/animal, per day, will be assessed against Tenant, and Landlord may, in its sole and absolute discretion, declare the Lease to be in default, and/or exercise remedies available to Landlord at law and/or equity. Tenant will also be responsible for all costs of cleaning and/or replacement of carpet and/or furniture due to any damage and any necessary de-fleaing of the Apartment.

SECOND: Upon Tenant's second violation, a written warning will be issued to Tenant specifying the complaint, and a \$200.00 fee per pet/animal, per day, will be assessed against Tenant, and Landlord may, in its sole and absolute discretion, declare the Lease to be in default, and/or exercise remedies available to Landlord at law and/or

equity. Tenant will also be responsible for all costs of cleaning and/or replacement of carpet and/or furniture due to any damage and any necessary de-fleaing of the Apartment.

4. Noise. Landlord acknowledges that Tenant may desire to entertain friends, guests and invitees. Tenant and his/her friends, guests and invitees shall at all times maintain order in the Apartment and at all places on the Property, and shall not make or permit any loud, improper or boisterous noise or conduct or otherwise disturb the comfort or interrupt the sleep of other tenants. All television sets, stereos, music players, computers, electronics, instruments, or any other appliances/items that may cause noise must be played at a level of sound that does not annoy or disturb other tenants. Violation of this paragraph will result in:

FIRST: Upon Tenant's first violation as evidenced by Landlord's receipt of a written complaint, a written warning will be issued to Tenant specifying the complaint that was filed.

SECOND: Upon Tenant's second violation as evidenced by Landlord's receipt of a written complaint, which is not refuted by Tenant, a \$100.00 fee will be assessed against Tenant as additional Rent.

THIRD: Upon Tenant's third violation as evidenced by Landlord's receipt of a written complaint, which is not refuted by Tenant, a \$200.00 fee will be assessed against Tenant as additional Rent and Tenant's Guarantor will be notified.

FOURTH: Upon Tenant's fourth violation as evidenced by Landlord's receipt of a written complaint, which is not refuted by Tenant, a \$250.00 fee will be assessed against Tenant as additional Rent and Landlord may, in its sole and absolute discretion, declare Tenant to be in default under the Lease, and/or exercise any other available remedies available to Landlord.

Tenant agrees that the burden of proof to refute a complaint is upon Tenant, who must refute such complaint with clear, convincing and undisputable evidence to the contrary. Tenant agrees that Landlord shall have the right to review the evidence and determine in Landlord's sole and absolute discretion as to whether the complaint was valid. Landlord retains the right to summon law enforcement officers, who may impose criminal fines as determined by local laws.

5. In-Room Gatherings. At any one time, a maximum of 15 people are allowed in any suite on the premises. Any violation of this policy will have consequences, including monetary fines as well as possible termination of your lease.
6. Quiet Hours. Quiet Time hours are from 10pm - 8am, Sunday through Thursday, and from midnight - 8am, Friday and Saturday. These hours have been established to help create the most harmonious living environment for all Millennial Towers residents. Egregious noise and/or multiple offenses will be subject to a fine.
7. Jacuzzi/Hot Tub. Hours of operation are from noon to 11pm daily. Residents are limited to inviting one guest at a time.
8. Stairwells/Hallways. The stairways and hallways in all buildings must remain clear in accordance with the City of Logan's fire code. Tenant shall not store any item in these areas.
9. Vehicles and Parking Passes. In order to legally park a vehicle on the Property, Tenant shall obtain a parking pass/sticker from Landlord. Only one vehicle is permitted per Tenant. Tenant acknowledges that parking is limited and not all residents will receive on-site parking passes. Vehicles parked on the Property must be in operable condition, currently licensed, and on record with Landlord. Unlicensed and inoperable vehicles shall be towed at the expense of their owners. Parking of vehicles in other than designated parking areas is strictly prohibited. All vehicles without a parking pass that are parked in tenants' parking area are subject to booting and/or towing at the expense of their owners. Although guest parking is provided, these spaces may prove inadequate at certain times, such as when tenants may be entertaining or during football games or other college activities. Tenant agrees to abide by all normal parking regulations and shall not double park, park in fire lanes, obstruct the flow of traffic, park in prohibited areas, park on landscaped areas or otherwise violate parking provisions in force from time to time.
10. Use of Common Areas. To the extent not addressed herein or in the Lease, Tenant's use of common areas, including, without limitation, the parking areas, walkways, community study areas, fitness facilities and other amenities made available by Landlord, shall be governed by the rules and regulations posted in such common areas and shall be at the risk of Tenant and Tenant's guests or invitees. No glass containers are permitted in common areas.
11. Windows and Doors. Window coverings provided by Landlord shall not be removed absent the express consent of Landlord. Use of aluminum foil and other similar unsightly materials, including, but not limited to, neon or flashing signs or bed sheets over windows is strictly prohibited. If Tenant installs his/her own window coverings, any damage shall be repaired or removed by Tenant or at Tenant's expense. Windows and doors shall not be obstructed.

12. Signs and Advertisements. Tenant shall not post any signs, banners, advertisements, or political statements on any common area of the Property.
13. Locks, Keys and Electronic Access Cards. Tenant may receive door keys, mailbox keys, electronic access cards and/or electronic access codes, which Tenant acknowledges are for Tenant's personal use and Tenant agrees to not pass along such items to third parties and to keep such items confidential. Tenant may be held responsible for any injury (including death), damage or loss sustained by any person because of Tenant's negligence or willful act in passing along such items to any third party. If any such item is lost or stolen, Tenant shall promptly notify Landlord and Tenant will be charged a replacement fee of \$25.00 for each such item replaced. No lock, security device or electronic access card may be changed or added without the prior written consent of Landlord. All keys and electronic access cards must be returned to Landlord upon termination of occupancy or Landlord shall impose a fee of \$25.00 per lost item.
14. No Solicitation. No solicitation shall be permitted on the Property, either by Tenant or his/her guests or invitees.
15. Trash. All trash, garbage and recyclable materials shall be placed in receptacles in locations designated by Landlord, which do not include the exterior trash bins directly outside each building entry/exit door. Tenant shall deposit trash, garbage and recyclables directly into such receptacles and not leave same in the Apartment, the hallways or other common areas. Tenant is responsible for making sure all trash bags, when removed from the Apartment, are free of any holes and/or punctures that may cause leaking or unintended spillage in common areas. To prevent this from occurring, Tenant should either "double-bag" or remove the Apartment trash in the assigned Apartment trash can. Landlord reserves the right to impose a reasonable fee for violation of this paragraph as well as for any littering by Tenant. If not recycled, boxes are to be flattened before disposing of same. Normal rubbish must be put into plastic garbage bags, secured at the top and then disposed of. If the need to dispose of furniture arises, please contact Landlord or Agent to make arrangements.
16. Satellite Dishes, Etc. No satellite dishes, cables, radio wires, television antennas, or other aerials or any other objects whatsoever shall be attached to the roof or exterior of any building on the Property, absent the prior written consent of Landlord.
17. Fire Hazards. The use of candles, halogen lamps, lava lamps, kerosene lamps, kerosene heaters and electric heaters is strictly prohibited in an Apartment or anywhere else inside any building.
18. Grills. No grill of any kind is allowed inside or outside of an Apartment. Grills may be provided in designated areas by Landlord.
19. Water Beds. Water beds are prohibited in any Apartment.
20. Tenant Photographs. Tenant acknowledges that his/her photograph may be taken by Landlord and used in Landlord's newsletters and/or on Landlord's website or blog, and Tenant, absent his/her express written objection, hereby consents to the use of such photograph.
21. Smoke Alarms, Sprinklers and Fire Extinguishers. Landlord shall check the smoke alarms upon occupancy and at regular intervals during the Term of the Lease. Tenant shall immediately notify Landlord of any malfunctions, and neither Landlord nor Agent shall be charged with knowledge of any such malfunction(s) prior to receipt of such notice. Landlord shall be responsible for replacement of smoke alarm batteries. Removal of or tampering with any smoke alarm, sprinkler system or fire extinguisher is strictly prohibited.
22. Bicycles. Bicycles may be parked in designated areas or attached to designated railings so long as foot traffic is unimpeded and the bicycle is secured to the railing so as not to chip or damage painted surfaces. Bicycles locked to any area other than designated bicycle racks, including any interior or exterior stairwell railing, shall be immediately impounded by Landlord and a fine imposed on the bicycle owner. Locking or parking bicycles to or next to interior or exterior stairwell railings are a fire safety hazard and prohibited. Landlord reserves the right to remove any cable/lock to any bicycle at owner's sole cost and expense.
23. Mail Service. Landlord shall make available a mail room on the Property where tenants may retrieve their mail and packages. Delivery service carriers will be instructed to leave packages for tenants at the designated mail room. Tenant hereby agrees to release Landlord and Agent from any and all claims against them arising from their signing for packages on Tenant's behalf.
24. Maintenance Requests. To obtain maintenance service, Tenant shall either use the Appfolio on-line maintenance request form, or, during normal business hours, call Agent or visit Agent's office on the Property. For emergency maintenance service after normal business hours, Tenant shall call the after-hours emergency number and leave a message, which includes Tenant's name, complete address and apartment number, telephone number, and the nature of the service requested.



**MILLENNIAL
TOWERS**

**DEPARTING/CLEANING PROCEDURES
(Exhibit B to Apartment Lease)**

Landlord has charged Tenant a non-refundable leasing fee of \$100 to cover the normal cleaning/maintenance/admin upon Tenant's departure. These items consists of:

- Pulling out appliances and cleaning underneath and behind them
- Normal Carpet cleaning
- Replacement of light bulbs
- Replacement of batteries (smoke detector, remotes, etc.)
- Cleaning of ceiling fans
- Cleaning of vents
- Patching/Painting up to 8 nail holes per room

If Landlord must conduct more than a normal cleaning, make repairs, or replace furniture/items, then there will be a charge for the costs that will be deducted from Tenant's Security Deposit or, if the Security Deposit is exhausted, billed to Tenant. Below is a list of additional costs for damages and/or cleaning charges:

KITCHEN

Oven	\$30
Stove	\$20
Vent Hood/Microwave	\$20
Dishwasher	\$15
Cabinets/Countertops	\$75
Floor	\$35
Refrigerator	\$25
Fridge Dents	\$25/each

BATHROOM

Toilet	\$20
Tub/Shower	\$20
Sinks	\$15
Floors	\$15
Cabinets	\$20

MISCELLANEOUS

Window Blinds	\$20-\$75
Carpet Stain Removal	\$150
Carpet Repairs	\$150
Trash Removal	\$25/bag
Furniture Removal	\$75-\$150
Painting	\$100 and up
Vacuuming	\$25/room
Baseboards Dusted	\$25/room
Vacuum Bag Emptied	\$10
Extra Holes/Wall Damage	Varies

If any of the above listed items are left dirty or stained, or if any damage has occurred, Tenant will be charged the rate stated above. In addition to the items above, tenant is responsible for cleaning any item or appliance not listed above. Tenant will be charged at a \$25 per hour cleaning rate.

Tenant will be charged for any excessive nicks or damage to walls and doors, as well as paint color changes made to the Rental Space in order to return it to its original color.

Tenant will be charged for any damage caused to the flooring that reduces the life of the flooring beyond normal wear and tear.

Tenant will be charged for any damaged furniture beyond normal wear and tear, as well as for any furniture that is excessively dirty and requires more than a basic cleaning.

Personal property that remains in the Rental Space or on the Property after Tenant has vacated shall be considered abandoned and, at Landlord's sole option, shall become Landlord's property or be removed at Tenant's expense of \$25 per small item, \$75 per piece of large furniture, and \$25 per bag for the disposal of garbage left in the Rental Space. Tenant agrees that upon surrender or abandonment, Landlord shall not be liable or otherwise responsible for storage or disposition of Tenant's personal property.

Notification of any claim against Tenant's Security Deposit will be sent within thirty (30) days of the end of the Lease. Any objection by Tenant to Security Deposit deductions must be made in writing within fifteen (15) days of Tenant's receipt of the notification.

Tenant's Printed Name

Tenant's Signature

Date



**MILLENNIAL
TOWERS
ROOMMATE MATCHING FORM**

Personal Information

Name: _____

Age: _____ Gender: M F

Email: _____

Phone: _____

Academics

Major: _____

Classification: Fr So Jr Sr Grad N/A

Apartment Preferences

Preferred Floor: 1 2 3 4

Lifestyle

<i>Smoking</i>	<i>Drinking</i>	<i>Volume</i>	<i>Personality</i>	<i>Study</i>	<i>Cleanliness</i>
Yes	Yes	Very Quiet	Outgoing	Often	Neat
No – do not mind	No – do not mind	Average	Average	Average	Casual
No – bothers me	No – bothers me	Noisy	Shy	Seldom	Messy

Preferred Roommate(s)

Permission to release to roommate(s): Phone Email Neither

Name: _____

Phone: _____

Name: _____

Phone: _____

Name: _____

Phone: _____

Other considerations: _____

By signing below, I acknowledge that Management is not responsible or liable for any claims, damages, or actions of any nature whatsoever relating to, arising out of or connected with disputes between potential or selected roommates. Management strives to accommodate the desired apartment and roommate preferences; however, Management cannot guarantee all preferences can be met.

Applicant Signature

Date