

# SUMMER LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered by and between **BRIDGERLAND APARTMENTS**, a LLC, hereinafter referred to as Landlord, and \_\_\_\_\_ hereinafter referred to as Tenant. Landlord hereby rents to Tenant and Tenant leases from Landlord the dwelling accommodations shared by others at Apartment No. \_\_\_\_\_, \_\_\_\_\_ North \_\_\_\_\_ East, Logan, Utah, upon the following terms and conditions:

**1. Lease Term.** The term of this Lease is May 12, 2018 to August 18, 2018. Tenant cannot remain on the premises after the last day of the lease and agrees to vacate by or before the last day of the lease After 1:00 p.m. on August 18, 2018. Tenant is a tenant-at-will.

**2. Rent.** The rent is \$ 725.00 payable as follows: \$ 725.00 on or before April 15, 2018. Rent sums are payable in advance and without notice at Landlord's Office, 956 North 600 East, Apartment No. 26, Logan, Utah.

**3. Security.** Landlord acknowledges receipt from Tenant of the sum of \$ 200.00 as a security deposit, which shall not bear interest, need not be kept separately, and shall be returned to Tenant within thirty (30) days of the peaceful termination of the full term of this Lease and surrender of possession, less the cost of any utilities, cleaning, and/or repairs which shall have been made necessary by acts of Tenant. A \$ 80.00 non-refundable will be deducted from **EVERY** security deposit. Tenant is jointly and severally obligated with all other occupants of the apartment during the lease term for any and all cleaning and repairs necessary. Damages to the apartment or furnishings will be assessed at replacement cost, including labor and materials.

**4. Occupancy and Use.** The premises shall be used solely as a dwelling for Tenants(s) and for no others and no others may spend amounts of time on the premises so as to disturb other Tenants. Tenant agrees not to use or permit the use of the premises for unlawful or immoral purposes. Tenant agrees to keep the premises clean, sanitary and in good order, and agrees not to hamper, disturb or interfere with other tenants in the building or apartment, not to create or suffer any nuisances in the premises affecting the rights of others, and agrees to comply with all laws, ordinances, rules, regulations and directions of governmental authorities. Upon termination of this Lease, Tenant agrees to surrender possession in as good condition and repair as when received, ordinary wear and tear accepted.

**5. Alternations, Additions, or Improvements.** Tenant agrees not to make any alterations, additions, improvements, or changes in the premises, interior or exterior, or to the furniture, equipment, and fixtures provided by Landlord or to install any major appliances in the premises without written consent of the Landlord.

**6. Utilities.** All Utilities are provided as part of your contract.

**7. Sale or Assignment.** This Agreement cannot be sold, assigned, or subleased. It is personal to Tenant and based upon Landlord's review of Tenant's application and references. Any attempted sale, assignment, or sublease shall be void and shall constitute a default under this Lease.

**8. Interruption of Service.** Interruption or failure of any service maintained in the building in which the apartment is located, if due to causes beyond Landlord's control, shall not entitle Tenant to any claim against Landlord or to any reduction in rent, and shall not constitute constructive eviction unless Landlord shall fail to take such measures as may be reasonable in the circumstances to restore the service without undue delay.

**9. Release of Liability.** The Tenant assumes all risk of any damage to person or property that may occur by reason of water or the bursting or leaking of any pipes or waste about said premises or from any act of negligence of any co-tenants or occupants of the building or of any other person, or fire or hurricane or other act of God or from any cause whatsoever, provided that Landlord shall make necessary repairs to prevent further damages with reasonable diligence after notice given to it, and the Tenant agrees to give the Landlord prompt written notice of any accident to or defect in the water pipes, electricity or of any plumbing, heating or cooling apparatus or device. Damage caused by overflow from sinks, tubs, or toilets or through any negligence of Tenant will be Tenant's responsibility to pay.

**10. Tenant's Property.** If, upon the termination of this Lease or abandonment of the premises by Tenant, Tenant abandons or leaves any property in the apartment, Landlord shall have the right, without notice to Tenant, to store or otherwise dispose of the property at Tenant's cost and expense, without being liable in any respect to the Tenant.

**11. Parking.** Tenant shall use only that parking space designated for use, and the Tenant shall see to it that Tenant's guest's park only on public streets as allowed by Logan City ordinances. Use of parking other than as permitted, will not be allowed and the vehicle in violation may be towed or disabled at Tenant's expense.

**12. Landlord's Right of Entry.** Landlord shall have the right to enter the apartment at all times which are necessary to make needed repairs and inspections, and this right shall exist whether or not Tenant or other occupant shall be on premises at such times. During the last thirty (30) days of the term of the Lease, Landlord shall have the right to enter the apartment at reasonable hours to show the same to prospective tenants.

**13. Possession.** Taking of possession of the apartment by Tenant shall be conclusive evidence against Tenant of receipt of the premises in good condition.

**14. Fire and Casualty.** If the premises are damaged by fire or other casualty, Landlord may cause the damage to be repaired and the rent will be abated for such period of time as premises remain untenantable, but if the premises are destroyed or so damaged that Landlord shall decide that it is inadvisable to repair same, this Lease shall cease and terminate, and rental shall be adjusted to the date when such fire or casualty occurred. Tenant agrees to release Landlord from any and all claims for loss, damage, or inconvenience arising from such fire or casualty. None of Tenant's property is insured by Landlord, and insurance for Tenant's property is Tenant's responsibility to obtain.

**15. Information Items.** There are attached certain informational items which are made a part of this Lease. Tenant agrees to comply with

all current Informational items, together with any subsequent Informational items, which may be adopted by the Landlord for the general benefit of all tenants in the building. Any violation of these items or any one of them shall be cause for termination of this Lease at the option of the Landlord and shall be a default.

**16. Change of Rental Unit.** Upon seven (7) days notice, the Landlord reserves the right to move Tenant from one apartment to another for best utilization of the facilities, or for other reasons as reasonably determined by Landlord.

**17. Late Charges.** A \$ 10.00 fee will be charged on the 5<sup>th</sup> day after the due date for any payment of rent. An additional \$ 5.00 will then be added daily beyond the 5<sup>th</sup> day.

**18. Moving Within Unit.** A \$ 25.00 fee is required to move from one apartment to another in those cases not requested or required by Landlord.

**19. Miscellaneous Provisions.**

- a. Tenant may not use the security deposit as rent. Rents are due and payable as provided in this agreement.
- b. Furniture may not be removed from the apartment for any reason.
- c. Nothing is to be nailed or taped to any wall, ceiling, or door.
- d. No painting or antiquing may be done at any time in the apartment units.
- e. Screens are not to be removed. A charge will be assessed for each bent, cut, or removed screen.
- f. There will be a light bulb in each socket when the apartment is occupied. Replacement will be the responsibility of Tenant.
- g. Absolutely no pets of any kind will be permitted in the apartments or on the premises. Any violation of this will cause a forfeiture of the security deposit and possible termination of the Lease and eviction, at the discretion of the Landlord.
- h. Each Tenant must check in before moving into an apartment and must check out before moving out, following the checkout procedure established by Landlord, a copy of which has been given Tenant and which is incorporated by reference. Failure to check out with management will cause forfeiture of security deposit.
- i. No smoking is permitted in any apartment.
- j. A \$25.00 service charge shall be assessed from any returned check.
- k. Alcoholic beverages are not permitted on the premises.
- l. Barbecue grills are NOT allowed on the premises.
- m. Keep all walkways, stairs, and hallways clear of any and all personal property and/or belongings.
- n. Store bikes in storage rack areas only.
- o. A copy of Lease Agreement will be provided on move in.
- p. Lost or stolen checks that must be cancelled or a stop payment made will be assessed a \$25.00 service charge fee.

**20. Tenant Inventory and Apartment Damage.** One Tenant from each apartment has reviewed and approved and acknowledged a complete Inventory List of items furnished by Landlord (with a copy of itemized charges for certain types of damage caused by Tenant); which inventory is in good condition, unless noted. All missing, broken, or damaged items will be charged against Tenant at replacement cost.

**21. Internet.** Tenants and their guests are prohibited from using the Internet for any unlawful purpose. Bridgerland Apartments, LLC., reserves the right to limit access to the Internet for any reason.

**22. Default Clause.** If the Tenant shall fail to pay the rent or any other charge required to be paid by the Tenant, or if the Tenant shall breach any of the terms of this Lease or the rules attached hereto or enacted from time to time, then the Landlord may give the Tenant such notice as may be required by law and the Tenant shall surrender possession to the Landlord, but the Tenant shall remain liable for payment of rent. If the apartment becomes vacant or abandoned, the Landlord may re-enter and take possession. The Tenant agrees that upon default the entire unpaid balance of rent shall accelerate and immediately become due and payable.

Violations of any provision of paragraphs 4, 15, or 19 shall not be subject to cure or remedy and shall not be deemed to be able to be remedied or cured and shall constitute a material breach of the Lease and basis to terminate the Lease.

In the event of a default by Tenant, Landlord shall not be required to return any part or portion of the security deposit, but the Landlord may either retain the security deposit as liquidated damages or retain the security deposit and apply it against actual damage sustained by Landlord by reason of Tenant's default. The retention of the security deposit shall not be the only remedy to which Landlord is entitled but Landlord shall have all recourse against the Tenant provided by this Lease and by law, and all remedies shall be cumulative and non-exclusive. Tenant agrees to pay Landlord's reasonable attorney's fees and expenses incurred in enforcing any of the terms of this Lease, in collecting rent, and in recovering possession from Tenant.

**23. Abandonment.** In the event any installment of rent shall not have been paid within fifteen (15) days of its due date and the Tenant shall not have been physically present in the apartment during such period of time it shall be conclusively deemed (and the Tenant so agrees) that the apartment has been abandoned regardless of whether or not any of Tenant's possessions remain in the apartment, and in such event, the Landlord may take possession without process of law, without in any way being responsible to Tenant for damages, trespass, unlawful entry, or any matter or thing whatever by reason thereof, and the Landlord may, at Landlord's option, in the event of such abandonment, declare this Lease terminated. This right on the part of the Landlord shall be in addition to and not exclusive of all other rights and remedies provided by this Lease by law.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

BRIDGERLAND APTS., LLC.

By \_\_\_\_\_  
LANDLORD

\_\_\_\_\_  
TENANT