

2012-'13 Fall/Spring Contract for Mandalay Apartments

Located at: 549 South 1275 West

Cedar City, Utah 84720

Phone: 435-586-0372, 435-590-3527

Mail to:

Cedar Creek Management LC

38 North 200 West #5

Cedar City, UT 84720

Tenant Name _____ (hereafter known as Lessee) Age _____

Address _____ Phone _____

Email Address: _____

Parents'/Permanent Address _____ Parents'/Permanent Phone _____

(City) _____ (State) _____ (Zip) _____

Requests for roommates, apartment location, etc. _____

(Lessor cannot guarantee, but endeavors to honor requests.)

1. **TERM OF CONTRACT:** This lease is entered into between _____ (your name), hereafter known as the lessee, and Cedar Creek Management, L.C., hereafter known as the lessor, for the period from August 21, 2012 to May 04, 2013. This lease is a binding contract for the SUU academic school year, including both Fall and Spring Semesters. If the lessee moves before the end of the contract period, the lessee will be responsible for rent, and the lessee's deposit will be forfeit and will go toward cleaning, advertising and replacement fees. The lessee will also be liable for the remainder of the rent until the lessee sells his or her contract to a suitable replacement.
2. **ACCOMMODATIONS:** The landlord will provide an apartment in good repair located at 549 South 1275 West in Cedar City, Utah, known as Mandalay Apartments. The lessor reserves the right to move lessee to another apartment within these apartments for practical purposes. No units will have mixed genders living within the same apartment.
3. **RENT:** The lessee agrees to pay the following rent payments on the due date(s) listed: Fall Semester rent upon move-in or August 21, 2012, whichever occurs first, in the amount of \$996. Spring Semester rent on or before January 1, 2013, in the amount of \$996. The rent is to be paid to CEDAR CREEK MANAGEMENT, L.C. If rent payment is made in cash, it must be paid directly to the lessor or his/her assigns, and the lessee is responsible for obtaining a receipt.
4. **LATE FEE:** Lessee agrees that if rent payment is more than five days late, lessee shall pay to the lessor a \$30.00 late fee, plus an additional \$5.00 a day for every day the rent remains unpaid unless **previous** arrangements have been agreed to in writing, and signed by the lessor and/or his or her assigns, and the lessee.
5. **DEPOSIT:** By signing this lease agreement, lessee agrees to lawfully occupy the apartment for the term of the lease listed above and to pay a deposit of \$200. A sum of \$50.00 is non-refundable and will be used toward cleaning and repairs. A sum of \$150.00 may be refundable upon the completion of the tenant's lease, within thirty (30) days, if the apartment is clean, no damage or excessive wear has occurred, the key and mail box key is returned, no late fees, returned check fees, or non payment of rent has occurred, or any other like occurrence which causes expenditure to the lessor.
6. **TERMINATION OF CONTRACT:** If the lessee wishes to terminate this rental agreement before the end of the contract period, he or she must notify the lessor, and is responsible for obtaining a suitable replacement.

The lessee will continue to be responsible for the terms of this contract until a suitable replacement is found by the lessee, and a signed contract, applicable rent, and deposit is received by the lessor or his or her assigns.

7. **REMEDIES FOR NONCOMPLIANCE OF LEASE:** In the event the lessee does not abide by the terms of this lease, lessor will be compelled to do the following: first, provide written notification of infraction to the lessee. If this notification does not result in compliance, legal and eviction proceedings will commence. Should the lessor be compelled to commence or sustain an action of law to collect said rents or part thereof, or for damages, or to dispose of the lessee according to Utah law, or to recover possession of said premises, the lessee will pay all costs in connection therewith, including reasonable attorney's fees.
8. **TRANSFER OF LEASE:** The lessee will not have the power or right to transfer or sublet without the written consent of the lessor. In the event that the lessee does obtain permission to transfer said lease and contract, it is the lessee's responsibility to ensure that a deposit, applicable rent, and a signed contract is obtained from the person the lessee is transferring said lease and contract to.
9. **LESSOR LIABILITY:** It is expressly agreed and understood by the lessee that the lessor shall not be held liable for any damages or injury, which may be sustained by the lessee or other person, caused by water, fire, Acts of God, the elements, theft, negligence or improper conduct by other persons, other tenants, their agents, or employees. Lessor assumes no responsibility for theft of personal items, clothing, valuables, or any other personal property.
10. **UTILITIES/SERVICES:** The tenant will be responsible for gas, electricity and telephone. Lessor provides Internet hookup, cable TV hookup, water, sewer, garbage removal, snow removal and landscaping services. Lessor provides Internet hookup and cable TV hookup, but does not guarantee against occasional outages.
11. **CONDITION OF PREMISES:** Lessee has examined the premises and is satisfied with the physical condition. The lessee agrees to keep apartment and premises in a clean, satisfactory condition as when entered on and upon termination of tenancy, will leave said premises, equipment and furnishings in as good a repair as when first entered upon, except for regular wear. Lessee agrees to contact lessor/assigns for repairs and maintenance issues which occur in the apartment. In the event of damages to premises caused by lessee, lessee agrees to pay full cost of repair or replacement. Lessee agrees to maintain the interior of her or his apartment in a reasonably safe and clean condition, and to use reasonable care in consumption and use of appliances and services provided by lessor. Lessee will not make any alterations to the property or its contents without first obtaining written consent of the lessor. Lessee will not make excessive nail holes in walls. Each nail hole will result in a \$10 fine. The apartment will be inspected for cleanliness from time to time during the period of the contract. Failure to keep the apartment reasonably clean, or filth that could lead to long-term damage will result in charges to the lessee commensurate with the cost to have the apartment professionally cleaned and/or repaired.
12. **KEYS:** Lessee agrees to take care of her or his key. A \$10.00 replacement fee will be charged for lost or broken keys. A \$15.00 fee will be charged if key is not turned in at the time of termination. A \$15.00 fee will be charged to each apartment for a lost mailbox key.
13. **PROHIBITED ITEMS:** Smoking, illicit drugs, pets, animals, alcohol, guns, explosives, firearms or flammable materials are strictly prohibited in the apartments or on the premises and may be cause for termination. Any illegal activity is prohibited and is grounds for eviction. Specifically, lessee agrees not to have pets or animals in or around the apartment or premises at any time. Lessee agrees not to harbor or feed stray animals. Lessee agrees not to smoke in or around the apartment or premises at any time. Lessee agrees not to participate in or have any individuals or guests participate in any illegal activity, smoke, consume or bring alcohol, illicit drugs, guns, explosive or firearms, or any other potentially dangerous item onto premises. No colored light bulbs are permitted inside or outside of the apartments.
14. **COMPLIANCE WITH NOISE ORDINANCE AND CITY LAWS:** Lessee agrees to maintain **quiet time between 10:00 p.m. and 7:00 a.m.** Lessee agrees to avoid unreasonable noise or disruption of the privacy and peacefulness of other tenants and the lessor. Lessee agrees to comply with any city, county and state laws in the use of premises.
15. **COMPLIANCE OF REASONABLE RULES AND REGULATIONS:** Lessee will comply with all reasonable rules and regulations now in force by lessor, posted on or about the premises, or otherwise brought to the notice of the lessee in writing, both in regard to the building as a whole and as to the premises herein leased. In particular, lessee agrees to the following: candles and open flames are prohibited in the apartments at any time. Do not store items close to the appliances and ducts in the mechanical room; there must be AT LEAST two (2) feet of clearance so as not to pose a fire or carbon monoxide danger. Cooking and/or any use of coil resistance appliances is not permitted in the bedrooms. The lessor or his or her assigns must be informed of any overnight

visitors. Non-resident visitors must be out of the apartment by 11:00 p.m. Sunday through Thursday, and 1:00 a.m. Friday and Saturday. For the safety of lessee and roommates, lessee is required to lock the apartment. Lessee agrees not to store items other than bikes and working motor vehicles anywhere outside on the apartment premises such as in the walkways, in the front door entries or in the parking lot. Any items stored outside will be thrown away. Lessee agrees not to repair motor vehicles or change oil in the parking lot. Lessee agrees to remove any motor vehicles that are not operational from parking lot within 48 hours.

16. **RIGHT OF PRIVACY AND INSPECTION:** It is mutually agreed and understood that the lessor and his/her agents will have access to the leased premises at all reasonable times to make inspection, to show the same to a prospective purchaser, tenant or mortgagee, and to give tenants a 24- hour notice to perform maintenance and to make any repairs thereto. The lessor will endeavor to preserve the quiet enjoyment and peaceful possession of the apartment by the lessee.
17. **ACTION OF LAW:** Should the lessor be compelled to commence or sustain an action of law to collect said rents or part thereof, or for damages, or to dispose of the lessee according to Utah law, or to recover possession of said premises, the lessee will pay all costs in connection therewith, including reasonable attorney's fees.

In witness whereof, the parties hereunto set their signature

_____ Date _____
Lessee Signature (Your Signature)
(Do not sign until you understand and have thoroughly read every aspect of this contract.)

_____ Date _____
Lessor Signature

Personal Information:

Car and Make _____ Car License Plate _____

Social Security Number _____

Rental References:

Former Landlord's Name _____

Former Landlord's Phone _____