

RESIDENTIAL RENTAL AGREEMENT

This Residential Lease Agreement (“Agreement”) is entered into this _____ day of _____, 20____ between TMAX Enterprise, LLC (“Landlord”) and _____ (being all the allowed occupants of the Premises eighteen years of age or older, collectively, “Tenant”).

Based on the following terms and conditions, Landlord agrees to rent to Tenant and Tenant agrees to rent from Landlord, the premises located at 24 West Center Street, Ephraim, Utah, Unit _____, Room (if applicable) _____ (the “Premises”), including the right to use any furnishings, appliances or items of personal property owned by Landlord in place in or on the Premises. Contract is valid for 90 days from the first date of access to property with valid signature from both landlord and tenant.

1. RENT.

- 1.1. Tenant will pay to Landlord monthly rent of \$ 260.00, on or before the first day of each calendar month, unless that day falls on a weekend or legal holiday, in which case rent is due on the next business day.
- 1.2. Upon consent by Landlord, rent for the entire term of this Agreement in the amount of \$ _____ may be paid in a lump sum prior to occupancy of the Premises.
- 1.3. Tenant shall pay rent to Landlord in one of the following forms:
 - 1.3.1. Deposit at Cache Valley Bank, 2 North Main Street, Ephraim, to the account for TMAX Enterprise, LLC, with Tenant’s name added as a memo on the deposit;
 - 1.3.2. Personal or cashier’s check made payable to TMAX Enterprise, LLC; or
 - 1.3.3. Money order or cash.
- 1.4. Failure to pay rent in full before the end of the 7th day of each calendar month will result in a late charge of \$25.00, plus a fee of \$5.00 for each additional day that the rent remains unpaid, with the total late charge for any one month not to exceed \$75.00. Nothing herein constitutes a waiver of, and Landlord expressly reserves, the right to require payment of rent in full on the date it is due.
- 1.5. If any payment tendered by Tenant for rent or any other amount due hereunder is returned for lack of sufficient funds, a “stop payment,” or for any other reason, Tenant agrees to pay a \$35.00 charge. If Tenant has two payments returned for any reason, Landlord may require Tenant to make future payments in certified funds.

2. **TERM OF AGREEMENT.** The term of this Agreement begins on _____ and continues until _____. If Tenant vacates the Premises before the term ends, Tenant will be liable for the balance of the rent for the remainder of the term. If Tenant remains in the Premises following the end of the term, (1) this Agreement will continue on a month-to-month basis and may be terminated by either party after service upon the other of a written thirty days’ notice of termination of tenancy, and (2) Landlord reserves the right to adjust the Tenant’s rent upon thirty days’ written notice to the Tenant. Failure of Tenant to comply with the thirty day termination notice will result in forfeiture of the security deposit.

3. **SECURITY DEPOSIT.** Upon execution of this Agreement, Tenant will pay to Landlord a security deposit in the amount of \$260.00. \$75.00 of the security deposit is non-refundable. If Landlord and Tenant agree to extend the term of this Agreement, the security deposit will carry over to the new lease period. Tenant may not, without Landlord's prior written consent, have this security deposit applied for payment of the last month's rent or to any other sum due under this Agreement. Within thirty days after Tenant has vacated the Premises, returned keys, and provided Landlord with a forwarding address, Landlord will give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance. If Tenant fails to return all keys, Tenant will pay a fee of \$50.00 per key and a \$100.00 lock replacement fee. If Tenant needs a replacement key due to loss, Tenant will pay a replacement fee of \$50.00 per ASSA key.
4. **UTILITIES.** Landlord will provide water, sewer, gas, electricity, internet and trash removal services to the Premises and the cost for such utilities are included in the rental payment.
5. **USE AND OCCUPANCY.**
 - 5.1. The Premises shall be used only as a personal residence of Tenant and for no other purpose.
 - 5.2. Rental of the Premises includes access to common areas, including the first floor front rooms and bathroom, basement laundry room and bathroom, stairwell, and, if applicable, Tenant's assigned toilet and shower rooms, assigned kitchen, and hallways to access such rooms.
 - 5.3. Tenant will notify Landlord in advance if Tenant will be absent from the Premises for ten or more consecutive days. During such absence, Landlord may enter the Premises at times reasonably necessary to maintain the Premises and inspect for needed repairs.
 - 5.4. Occupancy by guests of Tenant for more than two days in any four week period is prohibited without Landlord's prior written consent.
6. **TENANT RULES AND REGULATIONS.** Tenant hereby acknowledges receipt and review of the Tenant Rules and Regulations which are attached hereto and incorporated herein by this reference. Tenant agrees that any breach of the Tenant Rules and Regulations is grounds for immediate termination of this Agreement and eviction.
TENANT'S INITIALS [_____]
7. **PETS.** Unless otherwise agreed to in writing by Landlord, no pets (no matter what type) shall be brought on the Premises (no matter how short a period of time). Tenant assumes all liability and agrees to be responsible for any damage or injuries relating to any pets on the Premises. Any breach of this section is grounds for immediate termination of this Agreement and eviction.
8. **SMOKING.** Smoking is prohibited in the Premises, within any common areas, or within twenty-five feet of any entrance or access to the building. Tenant waives any rights under Utah Code section 78-38-1(3) (smoke and second hand smoke) and releases Landlord from any claims relating to smoke. Resident will be responsible for any cleaning or damage caused by smoking occurring within the Premises. Smoking in violation of this Agreement is grounds for immediate termination of this Agreement and eviction.

9. **QUIET ENJOYMENT.** All tenants of the building are entitled to quiet enjoyment. Tenant and guests or invitees will not use the Premises, common areas, or adjacent areas in such a way as to: (1) violate any law or ordinance now in force, or which hereafter may be in force pertaining to the use of the Premises, including without limitation, laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, harassing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of Landlord, any other tenant, guest, or neighbors. Tenant's obligation includes, but is not limited to, a duty to refrain from intoxication and general drunkenness in public in and around the building, and entry into unauthorized areas of the building.
10. **TENANT'S MAINTENANCE RESPONSIBILITIES.** Tenant will: (1) keep the Premises clean, sanitary, and in good condition and, upon termination of this Agreement, return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the Premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees. Tenant has examined the premises, including appliances, fixtures, carpets, drapes, and paint, and has found them to be in good, safe, and clean condition and repair, except as noted in the Landlord/Tenant Checklist, attached hereto and incorporated herein by this reference. Replacement of light bulbs will be the responsibility and at the expense of Tenant. Tenant shall be responsible for the cleaning or repair to any plumbing fixture where a stoppage occurs during Tenant's occupancy.
11. **REPAIRS AND ALTERATIONS BY TENANT.**
- 11.1. Tenant shall not make any repairs or alterations to the Premises, including but not limited to, nailing holes in the wall (except for small finishing nails) or painting the Premises without Landlord's prior written consent.
- 11.2. Tenant shall not alter, rekey, or install any locks to the Premises or install or alter any burglar alarm system without Landlord's prior written consent. In the event Landlord grants Tenant such consent, Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.
12. **REPAIRS BY LANDLORD.** Except in an emergency situation, Tenant shall communicate by phone, email, or letter to Landlord for all service requests and repairs. Landlord shall act with reasonable diligence in making repairs that are the responsibility of Landlord. Landlord may refuse to correct or remedy any condition caused by the Tenant or the Tenant's family, guests or invitees by inappropriate use or misuse of the Premises during the rental term or any extension of it or, in Landlord's sole discretion, may correct or repair such condition at Tenant's expense. In addition, Landlord may refuse to correct the condition of the Premises and terminate this Agreement if the Premises are unfit for occupancy, and shall notify Tenant of this decision in writing within a reasonable time.
13. **LANDLORD'S RIGHT TO ACCESS.** The Landlord or Landlord's agents may enter the Premises during normal business hours and upon reasonable advance notice to Tenant, for the purpose of inspection or repair of the Premises, or to show the Premises to prospective

tenants, purchasers, lenders, appraisers, insurance agents, or other product or service providers. Landlord will attempt to give Tenant three days' notice before entering except in cases of emergency or where it is impracticable to do so. In case of an emergency, no notice need to be given. Tenant shall not unreasonably deny access, or withhold consent, to enter the Premises.

- 14. ASSIGNMENT AND SUBLETTING PROHIBITED.** Tenant may not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord, which consent may be withheld for any reason or no reason.
- 15. POSSESSION OF THE PREMISES.** If Tenant fails to take possession of the Premises, Tenant will remain responsible for paying rent and complying with all other terms of this Agreement. If Landlord is unable to deliver possession of the Premises to Tenant for any reason, Tenant may terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.
- 16. INSURANCE.** Tenant is advised to secure a personal property insurance policy to cover any losses sustained to Tenant's personal belongings or vehicle. Tenant acknowledges that Landlord does not maintain insurance to cover losses to Tenant's personal property which may be caused by theft, vandalism, fire, rain, water overflow/leakage, acts of God, or any other causes. Tenant acknowledges and agrees that Landlord bears no liability for such occurrences.
- 17. INDEMNIFICATION AND LIMITED LIABILITY.** Tenant shall indemnify, defend and hold Landlord harmless from and against all expense, liability and claim for any injury, damage or loss to Tenant's property or injury to the Tenant, or any other person or property occurring on the Premises, or any part thereof, or in common areas. Landlord will not be liable for any injury or 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 any personal injury or damage to Tenant unless caused by gross negligence of Landlord or its agents. Landlord shall not be liable for any injury or damage to or loss of Tenant's personal property from any cause including but not limited to fire, flood, water leaks, theft, rain, hail, ice, snow, smoke, structural problems, explosions, interruptions of utilities, or acts of God, unless such injury or damage is caused by gross negligence of Landlord or its agents.
- 18. DEFAULT.** Upon the occurrence of any of the following, Landlord may terminate this Agreement, re-enter and regain possession of the Premises without terminating this Agreement, cure the default at Tenant's cost, and/or pursue any other remedies now or hereafter allowed by law or in equity, including injunctive relief:
 - 18.1.** Tenant fails to pay any installment of rent or any other amount owing under this Agreement when due.
 - 18.2.** Tenant, the occupants of the Premises, or Tenant's guests violate any of the terms and conditions of this Agreement, the Tenant Rules and Regulations, or applicable federal, state or local laws.

18.3. Tenant abandons the Premises (abandonment shall have occurred if: (1) Tenant is absent from the Premises for fifteen consecutive days while rent is due, or (2) without notifying Landlord, Tenant vacates the Premises).

If Tenant defaults under this Agreement (whether or not this Agreement is terminated), Tenant shall be liable for the entire rent due for the remainder of the term of this Agreement, the cost of re-renting the Premises, the cost of restoring the Premises, the costs of any real estate commissions, any advertising or marketing costs, and reasonable attorney fees. Landlord's rights under this Agreement are cumulative and not exclusive. Any action to obtain possession of the Premises shall not be deemed to terminate this Agreement. If Landlord regains possession of the Premises, Landlord shall have the exclusive possession of the Premises and Tenant shall not be released from Tenant's obligations hereunder, including the payment of rent.

- 19. SEVERABILITY.** If any portion of this Agreement is determined to be invalid by a court of competent jurisdiction, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.
- 20. NO WAIVER.** No failure of Landlord to enforce any term hereof shall be deemed a waiver of future enforcement of any provision of the Agreement, nor shall any acceptance of a partial payment of rent be deemed a waiver of Landlord's right to the full amount thereof.
- 21. ATTORNEY FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and court costs.
- 22. JURISDICTION AND VENUE.** Landlord and Tenant agree that if any dispute is submitted to a court for resolution, the laws of the State of Utah shall apply and such legal proceeding shall take place in Salt Lake County, State of Utah. Tenant agrees that Tenant is subject to personal jurisdiction in Salt Lake County, State of Utah.
- 23. SUCCESSORS AND ASSIGNS.** This Agreement, and every provision hereof, shall bind, apply to and run in favor of Landlord, its successors and assigns, and of Tenant and the heirs and personal representatives of Tenant.
- 24. JOINT AND SEVERAL LIABILITY.** This Agreement is between Landlord and each signing Tenant individually. In the event of default by any one Tenant, each and every remaining Tenant shall be responsible for the timely payment of the total monthly rent and compliance with all other provisions of this Agreement. EACH TENANT COVENANTS AND AGREES THAT THEY ARE JOINTLY AND SEVERALLY LIABLE TO PERFORM UNDER THIS AGREEMENT.
- 25. NOTICES.** Notice to Tenant may be given by mail or hand-delivery to the Premises. Notice to Landlord may be mailed to the attention of TMAX Enterprise, LLC at 42 West Center Street, Ephraim, Utah 84627.
- 26. TIME.** Time is of the essence in this Agreement.
- 27. CONSTRUCTION OF AGREEMENT.** Words of gender used in this Agreement shall be held to include any other gender, and words in the singular shall be held to include the plural when the context requires.

28. LEAD AND OTHER HAZARD WARNING STATEMENT. Tenant hereby acknowledges that Tenant has received and signed the Lead Warning Statement and the federally approved pamphlet on lead poisoning prevention, which are viewable on the company web page hereto and incorporated herein by this reference.

TENANT'S INITIALS [_____]

29. Felony: Have you ever been convicted of a felony? _____ Yes/No: If Yes, please provide details (Failure to disclose conviction may result in immediate eviction): _____

30. ENTIRE AGREEMENT. This Agreement constitutes the complete and final agreement of Landlord and Tenant and supersedes any prior oral or written representations or understandings. This Agreement may be modified only by a writing signed by both parties.

31. COUNTERPARTS. This Agreement may be executed in counterparts which, when taken together, shall constitute one agreement.

WHEREFORE, this Residential Rental Agreement is entered into by the parties as of the date first set forth above.

LANDLORD/TMAX ENTERPRISE, LLC
www.tmaxent.com

Signature: _____
Printed Name: _____
Title: _____

TENANT

Signature: _____
Printed Name: _____

Tenant Information

Telephone number: _____

Email: _____

Vehicle(make, model, license plate): _____

Driver's license number/state: _____

Alternate address: _____
