

**Willow Creek Condominiums LLC**  
**LEASE AGREEMENT (Family)**

Note: This residential Lease Agreement is a legally binding contract. Please review it carefully and seek legal counsel and/or clarification if you do not understand any term or provision. ALL CONTRACTS SHALL BE NONCANCELLABLE AND TENANT SHALL BE RESPONSIBLE AND LIABLE FOR FULL COMPLIANCE WITH THIS AGREEMENT IN EVERY CASE.

This Residential lease Agreement (“Lease”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 between Willow Creek Condominiums, LLC (“Landlord”), and

Names: \_\_\_\_\_ (hereinafter “Tenant”)

Mailing address: \_\_\_\_\_

Home telephone: \_\_\_\_\_ SS#: \_\_\_\_\_ DOB: \_\_\_\_\_

How did you find out about Willow Creek Condominiums? \_\_\_\_\_

**1. Lease Premises:** The residential housing unit being leased is located at 50 North College Avenue, Richfield Utah, 84701.

**2. Lease Term:** This Lease Term shall be for eleven (11) months beginning September 1, 2008 and ending August 1, 2009 or; if construction permits, one year beginning the Saturday prior to start of classes at Snow College in Richfield, Utah in August of 2008, and ending on August 1, 2009.

**3. Rent:** The premises are leased for a married couple or family. Tenant agrees to pay rent on the above property the sums set forth on the following rent payment schedule. In addition, tenant is required to set up such payments by automatic debit to a checking account or by automatic charge to a credit card.

<u>Date</u>	<u>Amount Due</u>	<u>Date</u>	<u>Amount Due</u>
At application	\$500.00 (deposit)	February 1, 2009	\$650.00
August 1, 2008	\$350.00*	March 1, 2009	\$650.00
September 1, 2008	\$650.00	April 1, 2009	\$650.00
October 1, 2008	\$650.00	May 1, 2009	\$650.00
November 1, 2008	\$650.00	June 1, 2009	\$650.00
December 1, 2008	\$650.00	July 1, 2009	\$650.00
January 1, 2009	\$650.00		

All rent is to be paid according to the selected payment option. If rent payments do not comply with the selected schedule a one-time Fifty Dollars (\$50.00) late fee will be assessed on the sixth (6th) day late followed by a Five Dollars (\$5.00) per day late fee every day thereafter until the account, including late fees, is current. If payments are delinquent for fifteen (15) days, Tenant will be considered to be in Default of this Lease Agreement (see section 12). Move-in prior to the contract start date or move-out after contract end date will be allowed (if arranged in advance) at a rate of Fifty Dollars (\$50.00) per night. In the event of an NSF (Not Sufficient Funds) check or payment, Tenant shall be charged a Twenty Five Dollars (\$25.00) fee for each occurrence. Late fees will accrue as if the NSF payment had not occurred until the account is paid in full. Rent shall be made payable to Willow Creek Condominiums, LLC.

**4. Cancellations:** ALL CONTRACTS SHALL BE NONCANCELLABLE AND TENANT SHALL BE RESPONSIBLE AND LIABLE FOR FULL COMPLIANCE WITH THIS AGREEMENT IN EVERY CASE. Tenant shall be allowed to assign (sell) this Agreement in accordance with Section 9.

**5. Security Deposit:** Upon the execution of this Lease, Tenant shall deposit Five Hundred Dollars (\$500.00) with Landlord as a Security Deposit (“Deposit”). Three Hundred Dollars (\$300.00) will be refunded to Tenant within forty-five (45) days from checkout, subject to the potential deductions described in sections 6, 7 and 12.

**6. Termination Provisions:** This lease will automatically expire as of the ending date in section 2 above. At the

conclusion of the Lease term, Tenant will vacate the property and will leave the premises clean and in good order and repair. Landlord shall inspect the property at or after checkout. Landlord shall deduct from the security deposit costs for cleaning and repairs and shall refund the balance to Tenant within forty-five (45) days with a statement describing any deductions.

**7. Use of Premises:** The leased premises shall be used and occupied only for residential purposes. Tenant shall not operate any kind of business, profession or trade from the leased premises and shall comply with all municipal, county, and state ordinances regarding sanitation, cleanliness, and occupation of the premises. Tenant shall adhere to all policies and procedures established by Landlord, including any House Rules. Tenant shall be liable for any and all damage to the facility, including any amounts above and beyond the Deposit. Tenant also acknowledges the right of Landlord to collect said damages, including court costs and attorney's fees.

**8. Condition of Premises:** Tenant stipulates that he or she has examined the premises and that they are in good order, repair, and in a safe, clean, and tenable condition. Tenant and Landlord shall note any items of disrepair upon check-in inspection. At checkout, Tenant will return the premises to the same neat and clean condition as at the beginning of the lease. If Tenant does not schedule and attend a formal check-out with Landlord, Tenant shall forfeit their entire Deposit.

**9. Assignment or Subletting:** In the event that Tenant vacates the premises before the expiration of this Lease, it is Tenant's obligation to assign this Lease. Any assignment shall be done in writing and on a form provided by Landlord. Any new Tenant will also be required to sign a Lease Agreement. Tenant agrees not to assign this Lease without first acquiring the written consent of Landlord, which consent will not be unreasonably withheld. Landlord retains the right to accept or reject replacement Tenants at Landlord's sole discretion. Tenant's Deposit will be refunded in accordance with section 5, with a maximum refund of One Hundred Fifty Dollars (\$150.00). The assignee will be required to provide a full Deposit when their Lease Agreement is signed.

**10. Landlord Covenants:** Landlord shall provide and maintain the premises in good order and repair.

**11. Tenant Covenants:** Tenant will respect the privacy, private property, and rights of other Tenants and will refrain from loud, abusive or profane actions or language and from any offensive conduct. Tenant will also maintain the premises in a clean and sanitary condition. Tenant is responsible for their own personal property and have the option to secure their own renters insurance. Tenant shall not:

- § Make any alterations or improvements to the property (i.e. no painting, nail holes, wallpaper, etc);
- § Use electrical items other than clocks, radios, stereos, televisions, computers, microwaves and other low frequency electrical equipment without prior approval from Landlord;
- § Use wireless computer routers without written approval from Landlord, and Landlord reserves the right to reject their use if necessary to retain the integrity of the Internet services;
- § Store, use or possess explosives, gasoline or any other hazardous, flammable or dangerous item or material;
- § Use, consume, or be under the influence of alcohol, tobacco products, narcotics, illegal drugs or other such substances on the entire premises;
- § Use water beds or other water-filled or water-based furniture;
- § House or keep any animal or pet on the premises;
- § Alter or change any door or lock without approval from Landlord (all rooms must be accessible by Landlord, and all keys must be returned at end of the Lease Term);
- § Put or make holes in any hard surfaces, including countertops, doors, walls, windowsills, etc.

**Note:** Failure to abide any of these Tenant Covenants may result in Default under this Lease. Tenant also agrees to follow any Policies and Procedures adopted by Landlord.

**12. Default:** If Tenant shall breach any of the terms of this Lease Agreement, or any other Policies or Procedures of Willow Creek Condominiums, LLC, Landlord shall provide notice either orally or in writing to Tenant, and Landlord has the right to provide a warning for a timely remedy to the breach, charge a fine (\$50.00-\$200.00), or initiate eviction proceedings against Tenant. In the event that Tenant is evicted, Tenant shall continue to be

obligated to pay rent as damages or to assign this Lease pursuant to section 9 above. In addition, Tenant shall pay a fine of Two Hundred Fifty Dollars (\$250.00) and will forfeit their Deposit. Tenant shall bear the cost of Landlord's efforts to collect rent, damages, and expenses related to the Default of Tenant, including court costs and attorney's fees.

**13. Right of Inspection:** Landlord and its agents shall have the right at all reasonable times during the term of this Lease to enter any of its premises for the purpose of inspection. Emergencies pertaining to the leased premises should be reported immediately to Landlord at (435) 558-0660 or in person at the management office. Maintenance needs or requests should be reported in a timely fashion in writing, either at the management office or online at [www.liveatwillowcreek@yahoo.com](mailto:www.liveatwillowcreek@yahoo.com)

**14. Rights of Apartment and Room Assignment:** Landlord reserves the right to move Tenant to another apartment or room at Landlord's sole discretion. In such cases where Tenant has abandoned the property or been evicted, Tenant's obligation to pay rent or damages shall not be waived if there is a bed available for Tenant in any apartment.

**15. Common Area Care:** Tenants are to maintain in a clean and orderly fashion the common areas of Willow Creek Condominiums. Landlord reserves the right to evenly distribute costs associated with cleaning litter and other debris and to repair any mistreated common areas.

**16. Appliances and Utilities:** Landlord provides appliances and some utilities (water, sewer, garbage removal, and cable) as part of the rent paid and maintains a good faith responsibility to provide these in good working order including high-speed Internet service. It is the responsibility of Tenant to help keep the appliances in good working order and to not excessively use consumable utilities including water and waste services. Tenant will pay for electricity, natural gas, and telephone. Wireless cable (individual satellite dishes) will not be permitted without written permission from Landlord.

**17. Damage to Premises/Insurance:** If the premises or any part of the premises shall be partially damaged by fire or other casualty not due to Tenant's negligence or any willful act of Tenant or of his family member, agent or visitor, the premises shall be promptly repaired by landlord and there shall be an abatement of rent corresponding with the time the leased premises may have been untenable. If the damage to the premises is so severe that Landlord is unable to rebuild or repair in a reasonable and timely fashion, this Lease Agreement shall terminate as of the date of damage. Tenant is responsible for all personal property. Landlord specifically disclaims any and all liability for injuries or damage to persons or property.

**18. Binding Effect:** The terms and provisions of this Lease Agreement are binding upon the heirs, personal representatives, assignees and other successors in interest of the parties hereto. This contract becomes binding when signed by all parties and when a security deposit has been paid.

TENANT: \_\_\_\_\_  
(Print Names)

LANDLORD: Willow Creek Condominiums, LLC

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date