

Mountain View Apartments LEASE AGREEMENT

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.

This Residential Lease Agreement ("Lease") is entered into this ____ day of _____, ____ between Mountain View Apartments, Badger Den LLC ("Landlord"), and

Full Name: _____ (hereinafter "Tenant")

Date of Birth: _____ SS#: _____

Mailing Address: _____

Home Telephone #: _____ Cell Phone #: _____

1. Lease Premises: The residential housing unit or premises being leased is located at 147 North 300 East, Ephraim, Utah 84627. Premises are leased at four persons per 2-bedroom unit.

2. Lease Term

(A) Full Academic Year : The premises are leased on a per-person basis. Tenant agrees to pay as rent on the above property for Fall/Spring semesters Seventeen Hundred Ninety Dollars (\$1790.00) for the full term of the lease, in advance, according to the following rent payment schedule:

<u>Time</u>	<u>Shared Room</u>
At Application	\$200.00 (deposit)
June 15, 2010	\$895.00
August 1, 2010	\$895.00
Or Pay in Full by May 15, 2010	\$1,690.00

(B) Single Semester (Offered only if occupancy is available June 15th or later): Tenant agrees to pay as rent on the above property for one single semester Eight Hundred Ninety-Five Dollars (\$895) in advance, for the full term of the lease, either:

- Fall Semester - beginning August 13, 2010, and ending December 11, 2010 **OR**
- Spring Semester - beginning January 1, 2011, and ending May 7, 2011

Payment schedule:

<u>Time</u>	<u>Shared Room</u>
At Application	\$150.00 (deposit)
June 15, 2010 (Fall Semester) or Nov. 15, 2010 (Spring Semester)	\$447.50
August 1, 2010 (Fall Semester) or Jan. 1, 2011 (Spring Semester)	\$447.50

(C) Summer: Tenant agrees to pay as rental on the above property for summer only One Hundred Seventy Five Dollars (\$175.00) per month for Shared rooms **OR** Two Hundred Twenty Five Dollars (\$225.00) per month for Private rooms, beginning May 1, 2010 and ending August 7, 2010. Amount must be paid in full before taking possession of the premises.

<u>Term</u>	<u>Time</u>	<u>Shared Rooms</u>	<u>Private Rooms</u>
	At Application	\$150.00 (deposit)	\$150.00 (deposit)
Maymester	May 1, 2010	\$175.00	\$225.00
Summer	June 1, 2010	\$350.00	\$450.00
Both	May 1, 2010	\$525.00	\$675.00

Pro-rated rent, if applicable, shall also be assessed per day for all incomplete months either at the beginning or at the end of the Lease period. Students attending summer semester must be out no later than August 7th. August rent will be pro-rated as follows: \$45 for shared room and \$60 for private room. Rent shall be made payable to Badger Den LLC c/o Mountain View Apartments at 633 East 70 South, Ephraim, UT 84627.

3. Cancellations: All cancellations must be in writing. Cancellations after July 15, 2010 will result in forfeiture of deposit. After July 15, 2010, Tenant is responsible and liable for full compliance with this Agreement. Should Tenant breach or fail to properly assign this Agreement, Tenant shall be responsible for all rent payments and shall forfeit all paid rent.

4. Security Deposit: Upon the execution of this Lease, Full Year Tenants shall deposit two hundred dollars (\$200.00) with Landlord as a Security Deposit. Of this deposit, fifty dollars (\$50.00) is non-refundable. Single Semester and Summer Only Tenants shall deposit one hundred fifty dollars (\$150.00) with Landlord as a Security Deposit. Of this deposit, twenty-five dollars (\$25.00) is non-refundable.

5. Termination Provisions: This lease will automatically expire as of the date indicated 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. The Tenant and Landlord shall jointly inspect the property at checkout. Landlord shall deduct from the security deposit any unpaid rent and the cost of all cleaning and repairs and shall refund the balance to Tenant within thirty (30) days of the end of the Lease with a statement describing any deductions.

6. Use of Premises: The leased premises shall be used and occupied as a single student residence only. 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 during the term of the Lease. Tenant shall adhere to all policies and procedures established by Landlord, including any House Rules.

7. 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 tenantable condition.

8. Assignment or Subletting: In the event that Tenant vacates the premises before the expiration of this Lease, it is the Tenant's obligation to assign or to sublet this Lease. Tenant agrees not to assign or to sublet this Lease without first acquiring the written consent of Landlord, which consent will not be unreasonably withheld.

9. Landlord Covenants: Landlord shall provide living quarters and utilities and shall maintain the premises in good order and repair. Landlord shall also assign replacement Tenants.

10. Tenant Covenants: Tenant shall be required to conduct self in a manner consistent with high moral standards. Any conduct that is disorderly, obscene, indecent or any offensive materials, expressions or disruption of the peace which, in the sole discretion and judgment of the Mountain View Apartments managers and owners, is inconsistent with high moral standards is grounds for eviction. Tenant will respect the privacy 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 shall also accept replacement Tenants as assigned by the Landlord or shall pay an applicable rental charge for Tenants not accepted.

Tenant shall not:

- Make any alterations or improvements to the property (i.e. no painting, wallpaper, etc);
- Store, use, or possess firearms, explosives, gasoline or any other hazardous, flammable or dangerous item or material;
- Use or consume alcohol, tobacco products, illegal drugs, or other such substances on the premises;
- House or keep any animal or pet on the premises;
- Alter or change any door or lock (all keys must be returned at end of Lease);
- House overnight guests without registering them with the Landlord; (Overnight guests of the opposite sex are never permitted!)
- Have visitors after 12:00 a.m. midnight every night Sunday – Thursday and Friday -- Saturday after 1:30 a.m.

11. Default: If Tenant shall breach any of the terms of this Lease, or any other policies or procedures of the Landlord, Landlord shall provide notice either orally or in writing to Tenant. If said Default has not been remedied within seven (7) days of the notice, then Tenant shall surrender the premises forthwith. Tenant shall continue to be obligated to assign or sublet this Lease pursuant to paragraph 9 above. If Landlord, in its sole discretion, chooses to do so, it may also terminate this Lease (in writing), in which event Tenant shall have no further obligation(s). In the event of the failure of either party hereto to comply with any provision of the Lease, the defaulting party shall pay all costs and expenses, including reasonable attorney fees, arising out of or resulting from such default.

12. Right of Inspection: Landlord and Managers shall have the right at all reasonable times during the term of this lease to enter the premises for the purpose of inspecting the premises. All apartments will be subject to monthly cleaning inspections. Emergencies pertaining to the leased premises should be reported immediately to the Manager at (435) 851-1762 or 283-2158 or to the Resident Advisors at (435) 283-6757.

13. 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 willful act or that 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 during which, and the extent to which, the leased premises may have been untenable. If the damage to the premises is severe and the Landlord determines not to rebuild or repair, this Lease shall terminate as of the date of damage. Tenant is responsible for all personal property and Landlord specifically disclaims any and all liability for the same and for any injuries or damage to persons from third parties.

14. Binding Effect: The terms and provisions of this Lease are binding upon the heirs, personal representatives, assignees and other successors in interest of the parties hereto.

Dated as of the day and year first written above.

Tenant's Signature: _____

Parent/Guardian's Signature _____