**Bank: American First Credit Union Routing Number: 322173181 Account Number: 37515483**

**Rental Lease Agreement**

This is a legally binding contract if not understood, seek competent advice.

This contract is executed In the State of **Utah, Weber County**.

1. **THIS AGREEMENT:** made and entered into this \_**\_\_\_**\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_**20\_\_**\_\_\_ by and between(Full Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Lessee”) and **Dale McCrary** **LLC**(hereinafter referred to as “Lessor”.) (It is mutually agreed by both parties hereto where either is mentioned herein, that same refers to their heirs, executors, administrators or successors, who shall be bound as fully and completely by the covenants herein as the parties hereto.)
2. **Military:** Are you in the Military or have you ever been? \_\_\_\_\_\_\_
3. **Driver’s License**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. **Birthdate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
5. **Social Security: \_\_\_\_\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
6. **Phone Number: (\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
7. **Emergency Contact not living with you: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
8. **WITNESSETH:**  That the Lessee has this day rented and leased from the said Lessor and said Lessor has rented and leased to the said Lessee, the following premises **2259 S 3750 W** to be used as a residence for **\_\_\_\_** adults and **\_\_\_\_** children. Lessee agrees that he and or she will not put the premises at risk of any illegal or unlawful use, or to any which may be a nuisance or which will increase the insurance premium thereon.
9. **SECURITY DEPOSIT:** The Security deposits of **$600**.**00 which will be refundable if Home is left clean and the Carpets are Professionally Cleaned at the end of Lease.**  Secure compliance with the terms and conditions of this agreement and shall be refunded to Lessee within \_**7**\_\_ Calendar days after the premises have been completely vacated less any amount necessary to pay Lessor; a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to Lessee within \_**5**\_\_ Calendar days of move-out. If deposits don’t

 cover such costs and damages, the Lessee shall immediately pay said additional costs for damages to Lessor

1. **RENT AND TERM:** To have and to hold the said property beginning 12 Midnight the **\_\_\_\_\_\_\_** day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, 20\_\_\_\_**, for the term of **\_\_\_\_\_ Months**, ending at 12 Midnight on the \_\_Last\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_**, 2020\_\_\_**, for which Lessee agrees to pay Lessor Discounted Rent of **$\_850\_\_\_\_ per Month if the RENT is paid on or before the** 1st of every month, if Rent is paid between the 2nd and 5th of the Month the regular Rent amount is due of $\_**900.00**\_. If paid after the 5th Of the month there will be a $150.00 Late fee accessed on top of the Regular Rent Due. There will also be an Eviction Notice attached to your DOOR to “Pay up or Get OUT!”

 **Note We accept Direct deposit, Venmo and Cash Only!**

1. **Breach of Lease Agreement:** If Lessee should move from the premises prior to the expiration of this time period, and the Term of the Contract is Broken before the Termination Date, The Lessee will forfeit 100% of the deposit.
2. **Possession:** If there is a delay in delivery of possession by Lessor, The Rent shall be prorated on a daily basis until possession is granted. If possession is not granted within (7) Seven Day after the beginning da of the initial term, then the Lessee May void this agreement and have a full refund of any deposit. Neither Lessor nor his agents shall be liable for damages for the delay in possession.
3. **UTILITIES:**

Lessor agrees to pay for the Water, Sewer, Garbage and Internet Services with Data speeds up to 80mps

Lessee agrees to pay for Power. Gas and any other Services desired such as Cable or Paid TV.

1. **NOISE:** Lessee agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of Lessor and/or neighbor/s. Said noise and/or activity shall be a breach of this agreement
2. **CONDITION OF PREMISES:** Lessee acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by Lessor are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. Lessee agrees to keep the premises and all items in good order and good condition as when Occupied. At the termination of this Agreement, all of above items in this provision shall be returned to Lessor in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to Lessor. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.
3. **ALTERATIONS:** Lessee shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the Lessor except as may be provided by law
4. **INSURANCE:** Lessee acknowledges that Lessor insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall Lessor be held liable for such losses. Lessee is hereby advised to obtain his own insurance policy to cover any personal losses
5. **OCCUPANTS:** Guest(s) staying over 10 days without the written consent of Lessor shall be considered a breach of this agreement. ONLY the following individuals are authorized to live in the Apartment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, AND NO OTHERS shall occupy the subject residence for more than 10 days unless the expressed written consent of Lessor is obtained in advance.
6. **RENEWAL TERM:** Either party may terminate this agreement at the end of the initial term by giving the other party thirty (30) days written notice prior to the end of the term. If notice is not given, then the agreement will be extended on a month-to-month basis with all the terms remaining the same until terminated, as of the last day of the calendar month, by either party upon thirty (30) days written notice.
7. **SUB-LETTING:** Lessee **may not** assign this agreement or sublet the premises, or any part thereof, or secure a replacement for Lessee without the written consent of the Lessor.
8. **DESTRUCTION OR DAMAGES TO PREMISES:** If the premises are totally destroyed or so substantially damaged as to be un-tenantable by fire, storm, earthquake or other casualty whatsoever, this agreement shall be terminated as of the date of such destruction or damage and rental shall be accounted for as between Lessor and Lessee as of that date. If the premises should be damaged (but not rendered wholly un-tenantable) to the extent that the owner shall decide not to rebuild or repair, the term of the agreement shall end and the rent be prorated up to the time of the damages.
9. **HOLDOVER:** Lessee shall remove all of Lessee’s property and deliver possession of premises in a clean condition and in good order and repair to management upon termination or expiration of this agreement.
10. **RIGHT OF ACCESS:** Lessor, or his agents, shall have the right to access the premises, with 24 hour notice, for inspection, showing to prospective lessee, and maintenance during reasonable hours. Incase of emergency, Lessor, or his agents may enter at any time to protect life and prevent damage to the premises. Lessee authorizes Lessor or his agents to advertise Premises as “FOR RENT”, including any signs desired by Lessor or his agents, and to show the premises to prospective renters after Lessee has given notification of termination.
11. **PROPERTY LOSS:** Lessor shall not be liable for damage to Lessee’s property of any type for any reason or cause whatsoever, except where such is due to Lessor’s negligence. Lessee is recommended to carry “tenants” insurance to cover personal possessions and liability with respect to premises and contents and shall do so at his own expense.
12. **PET:** **NO Dog/s or Cat/s are permitted or allowed on property**.
13. **INDEMNIFICATION:** Lessee releases Lessor and his agents from liability for and agrees to indemnify Lessor and his agents as a result of (a) Lessee’s failure to fulfill any condition of this agreement; (b) any damage or injury happening in or about premises to Lessee’s invitees or licensees of such persons property; (c) Lessee’s failure to comply with and requirements imposed by any governmental authority; and (d) any judgment, lien or other encumbrance filed against the premises as a result of Lessee’s actions;
14. **REMEDIES CUMULATIVE:** All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement establishes a breach, Lessee shall pay to Lessor all expenses incurred in connection therewith. **ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.
15. **NOTICES:** Any notice which either party may require or is required to give, may be given by mailing to 2259 S 3750 W Taylor 84401 (Lessor address)Or Email to dmccrar@yahoo.com..
16. **PEST CONTROL:** Pest control is the responsibility of the Lessor.
17. **ABANDONMENT:** If Lessee removes or attempts to remove property from the premise other than the usual course of continuing occupancy, without having first paid Lessor all moneys due, Premises may be considered abandoned, and Lessor shall have the right, without notice, to store or dispose of any property left on the premises after the termination of this agreement. Any such property shall be considered Lessor’s property and title thereto shall vest in Lessor. Lessor shall also have the right to re-rent premises after resident abandons the premises.
18. **SMOKE-FREE:** Lessee agrees and acknowledges that the Premises have been designated as a **Smoke-Free** living environment .**Smoking will not be permitted within 50’ of the HOME or any surrounding structures**. The Lessee and members of Lessee’s household **WILL** **NOT smoke** only I in the designated areas. Any guests or visitors are required to follow the same restrictions. In the event that the Lessee or Lessee’s guests smoke in the Home will be grounds for **Eviction and responsible for all damages incurred. \_\_\_\_\_\_\_Lessee’s initial**

1. **BANKRUPTCY:** In the event of bankruptcy or state insolvency proceedings being filed and sustained against Lessee, his heirs or assigns, in any Federal or State Court, it shall give the right to said Lessor, his heirs or assigns, at their option, to immediately declare this contract null and void, ad to at once resume possession of the property. No receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the above described property by virtue of this agreement.
2. **LEGALITY:** It is further understood that if any part of this agreement is deemed to be “illegal” it will not constitute a breach of any contract by Lessor. The balance of this agreement will be completely enforceable and contractual.
3. **Snow Removal:** Lessor is Responsible for Snow removal from the Sidewalks and Driveway on the property.

**SOLE AND ENTIRE AGREEMENT:** This agreement and any attached addendums noted below constitute the entire agreement between the parties and no oral statements shall be binding.
**DEFAULT BY LESSEE:** Any breach of violation of any provision of this agreement by Lessee or any untrue or misleading information in Lessee’s rental application shall give Lessor or his agents the right to terminate this agreement and to take possession and hold Lessee liable and hold Lessee liable for the remainder of the term of this agreement. All monies collected by Lessor in connection with this agreement shall become non-refundable. Lessor, at his option, upon breach of contract for any reason, may sub-let the premises at the best price obtainable by reasonable effort without advertisement and by private negotiations and for any other term Lessor or agent deems proper. Lessee shall be responsible for any deficiency between all rent due hereunder and the price obtained by Lessor on such sub-letting. Such sub-letting on the part of the Lessor will not in any sense be a breach of the agreement on the part of the Lessor, but will be merely as agent for the Lessee and to minimize the damage. Such sub-letting shall not release Lessee from liability for any unpaid rent under this agreement, past or future.
Print Name**:**Lessee Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lessee received a copy of this Lease Initials\_\_\_\_\_

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