

RESIDENTIAL RENTAL AGREEMENT

(Read the entire document carefully before signing)

THIS AGREEMENT, entered into the date written below, is between the parties listed herein, pertaining to the Premises described below.

Resident(s): _____
being all the allowed Occupants of the Premises eighteen years of age or older; and

being all the allowed Occupants of the Premises under the age of eighteen; (hereinafter collectively referred to as "Resident"); and

Landlord/Manager: PRO R.E.SOURCE, LLC, as the designated representative of the owner(s) of the Premises (hereafter collectively referred to as "Owner").

Premises: _____, located in __ County, State of Utah (herein referred to as the "Premises"), for use as a private residence only, according to terms set forth herein.

Adult Resident(s) warrant having legal custody and responsibility for any minors. No other occupants shall reside in the Premises except as listed above. Occupancy by guests remaining over three (3) consecutive days, or more than seven (7) days in any calendar quarter, or exceeding ten (10) in number at any given time, will be a violation of this provision unless prior written consent is given by Owner. Owner may further restrict guests at its discretion.

Rent Amount and Fees: Monthly Rent: \$__

Pro-rated rent from // (the move-in date) to // (the end of the first month) in the amount of \$__.

Security Deposit: \$__. Non-Refundable Lease Initiation Fee: \$95.

Other Contingent Fees: Late Fee: \$95 (if full payment not received by the 6th of the month). Default Notice Service Fee: \$50. Eviction Notice Fee: \$250.

(The above Monthly Rent amount is for an unfurnished Premise. Any Pro-rated rent amount above is for any partial month tenancy at the beginning of this Agreement and is not otherwise related to the regular Monthly Rent. The above Lease Initiation Fee, to be paid upon execution of this Agreement, is deemed to apply to operational costs of Owner in preparing to lease the Premises to Resident, and is in addition to any application fee and is not a deposit. If grounds for eviction exist, and an Eviction Notice/Complaint is issued, Owner shall be entitled to the above Eviction Notice Fee (regardless of whether eviction is completed), which shall be in addition to any other fees, costs, damages, or other remedies).

Term: Commencement Date://. End Date://.

Resident may begin occupancy on the Commencement Date above, unless the Premises are not ready for occupancy. Owner shall not be liable for any damages in the event the Premises are not available for occupancy on the Commencement Date; however, rent will not be assessed until possession is made available to Resident and the first rental payment will be pro-rated accordingly. If the Premises are not available for occupancy with 10 days after the Commencement Date, Resident's sole remedy is to terminate this Agreement and a refund of any rent or deposit paid to Owner. After the End Date above, this Agreement will automatically continue on a month-to-month basis, with a month-to-month fee of \$125 added to the Monthly Rent (in addition to any other increases as provided for below), unless this Agreement provides otherwise or is renewed, replaced, or a written notice of termination is given by either party as required below. In any event, including continued tenancy on a month-to-month basis, the Agreement term shall extend to and the rent shall be paid through the last day of the applicable calendar month, unless otherwise agreed by Owner or provided by law. (The word "term", as used in this Agreement, means the later of the above End Date, or any renewal or extension of this Agreement).

Rental Payments: Unless otherwise allowed by Owner, rent and other fees are to be paid online by EFT/eCheck, as designated by Owner. Resident acknowledges that Owner utilizes a third-party online property management service to process tenant information and payments and Owner is not responsible for the use or misuse of such information. Monthly rent is due on or before the first day of each month by 5:00 p.m. local time. Rent paid after such time is delinquent. If all rent and accrued fees are not paid with sufficient funds by the sixth (6th) day of the month, Resident agrees to pay a late charge as stated above. Payment of rent shall be an independent covenant and Resident's right to possession of the Premises and all Owner's obligations are expressly contingent on prompt payment of rent. Resident may not withhold rent or offset against rent except as specifically allowed and provided for by law. A Notice to Pay or Vacate may be issued if rent is not paid by the sixth (6th) day of the month. Any partial payment shall not be deemed a payment. Any check returned shall accrue the maximum charges as allowed by law, in addition to late fees. If Owner serves any notice upon Resident due to Resident's failure to pay rent or for Resident's violation of this Agreement, Resident shall be liable to Owner for the Service of Notice Fee stated above. Owner may require payments in money orders or certified funds without prior notice. Acceptance of personal checks is not required. Electronic payments are not deemed received if paid after service of an eviction notice. Owner shall be entitled to reject and return any funds paid electronically if done so within five (5) days. Any dispute in amounts due by Resident must be stated in a separate written notice provided to Owner, not merely stated on the face or rear of a negotiable instrument, and must be mailed to the Owner at the address herein. As used in this Agreement, rent shall mean all obligations of this Agreement (and any addendums) owed to Owner, including but not limited to: monthly rent, late fees, service fees, attorney fees, damages, month-to-month fees, court costs, and security deposit. For accounting purposes, payments shall be applied in the following order: first to damages, security deposits, late fees, services fees, month-to-month fees, other fees, court costs, attorney's fees, any and all other amounts due, and lastly to rent, (applied to the oldest months due, until current, regardless of any notations make by Resident on or with the payment).

Move-Out Notice: In a month-to-month tenancy or end of lease term termination, at least forty-five (45) days written notice of intent to vacate must be given to Owner by Resident prior to move-out. This provision does not allow Resident to terminate the lease prior to the expiration of the term but does require appropriate and timely notice of the intent to vacate at all times.

Security Deposit Conditions:

1. Resident agrees that the above Security Deposit shall be payable on or before signing this Agreement and further agrees to pay for ANY AND ALL DAMAGES exceeding the Deposit. Resident authorizes Landlord to hold the Security Deposit in a general business bank account instead of a separate trust account. Any sums due or owing by Resident may at any time be deducted from said Deposit by Owner and deductions shall be used to pay non-rent items first. Resident agrees to promptly reimburse any depletion of the Deposit within five (5) days after notice is given and Resident may not apply any portion of the Deposit to rent. Resident is not entitled to interest on security deposits. Resident's Deposit will be refunded in full, if ALL conditions of this Agreement are fulfilled, including:

- The full term of the Agreement has expired or the Agreement has been terminated without default of Resident and Resident has not "held over." "Held over" means the Resident is still in possession of the Premises after either party has given the other notice of termination.
- Resident has provided Owner with a written notice of intent to vacate, at least thirty-five (35) days prior to vacating, as required above.
- Resident has paid all amounts owed, pursuant to any term or condition of this Agreement or any other agreement, addendum, or other indebtedness.
- Resident has maintained the Premises in the same condition as when Resident first took possession (other than minimal, ordinary wear and tear) and has thoroughly cleaned the Premises, appliances and fixtures.
- All individuals using or occupying the Premises have surrendered the Premises to Owner, and provided all keys and openers related to the Premises.

2. It is Resident's obligation to provide Owner with all required notices in writing prior to move-out and to arrange for and allow an inspection of the Premises by Owner, using Owner's Move-In/Move-Out Inventory & Condition Form, which will be provided upon request. Resident agrees to all reasonable charges for cleaning and repair, which may be specified and amended on such Form. Resident agrees that Owner will be entitled deduct from the Deposit, amounts due pursuant to Owner's cleaning charge list and all other reasonable charges for cleaning and repairs. Resident agrees to pay any charges in excess of the Deposit upon demand.

3. Within thirty (30) days following the later of Resident's surrender of Premises to Owner or Resident providing a forwarding address, Owner will forward the balance of the security deposit, less any deductions for cleaning, repair or other amounts owed, with an itemized statement of any deductions made. If Resident does not provide a proper forwarding address and Owner is unable to reasonably locate Resident to refund any portion of the deposit, Owner is entitled to charge a monthly holding fee of no more than one and one fifth of a percent (1.2%) of the original amount of such refundable deposit.

General Rules and Regulations: Resident, guests and other occupants shall comply with Homeowners Association (HOA) rules and regulations, which are subject to amendment, and incorporated as part of this Agreement. A copy of the initial Covenants, Conditions Restrictions and Bylaws were received by Resident at the time of application (and are also available upon request). Use of the premises and any and all common areas or amenities (if provided) is done wholly at the user's risk. Owner may also implement or make rule changes, if made in writing and thirty (30) days' notice is given to all Residents. All written rules may be enforced through Owner's representatives or agents and Resident shall hold same harmless for reasonable enforcement. The conduct of Resident, its guests or other occupants shall not be disorderly or unlawful and shall not disturb the rights, comforts or convenience of others. Resident shall be liable to Owner for damages caused by Resident, its guests or other occupants. Sidewalks, steps, entrance halls, walkways, stairs etc. shall not be obstructed or used for any purpose other than ingress or egress. The Premises are to be used only as a residence, in accordance with government ordinances and zoning requirements, and may not be used for any business, illegal or disreputable activities. Resident agrees that firearms and weapons may be restricted from common areas, amenities and other areas. Any vehicles at the Premises must be operable, licensed, and owned or leased in the name of Resident and parked in accordance with HOA and city requirements. Bar-b-que grills and other open-flame cooking devices are subject to all applicable state and local regulations and shall not be operated on combustible balconies or within 10 feet of combustible construction (the building). LP-gas burners having an LP-gas container with a water capacity greater than 2.5 pounds shall not be located on combustible balconies or within 10 feet of combustible construction (the building). The Premises and any other areas reserved for Resident's private use shall be kept clean and sanitary by Resident. Garbage shall be disposed of only in appropriate receptacles. Owner may regulate, limit, or prohibit the following from the Premises, including but not limited to: objects deemed offensive by Owner, swimming pools, swing and play sets, motorcycles, trampolines, commercial equipment, non-Residential materials, workout equipment, bicycles, skateboards, recreational vehicles, boats, trailers, inoperable vehicles, guest vehicles, guests who have lived or stayed in Resident's Premises, former tenants, and guests who, in the Owner's reasonable judgment, have disturbed the peace, may cause a threat to other persons or who have or may be violating rules and regulations. Despite any maintenance of the exterior and common areas performed by the HOA or Owner, Resident agrees to accept liability and responsibility in the use of these areas. Resident acknowledges such rules and regulations and agrees to be bound by them and responsible for any violation thereof.

Default by Owner: Owner agrees to provide the amenities and make the repairs that are mandated by the Utah Fit Premises Act and otherwise required by law, as further described and provided for in the "Repairs" section below. Resident must not be in default and must comply with all applicable obligations under state and local laws relating to notification of Owner and any fit premises laws or ordinances for Owner to be in any default.

Resident Default: Resident shall be subject to eviction and liable for all costs and damages incurred as a result of any default of this Agreement, including, but not limited to the following:

- (a) Failure to pay any rent, deposits, or other amounts agreed to herein, or otherwise due and owing, pursuant to this Agreement and any addendum;
- (b) Abandonment of the Premises -- abandonment is hereby agreed to mean Resident's apparent absence from the Premises, with rent past due, and with items of personal property removed OR Resident's apparent absence from the Premises, without first notifying Owner in writing, with rent 10 or more days past due, and no reasonable evidence that Resident is occupying Premises other than items of personal belongings left at said Premises (based on Owner's discretion) OR by vacating the Premises without providing appropriate notice. Upon vacating or abandoning premises, Resident shall remove all personal belongings (other than improvements and fixtures) and Owner may retake the Premises without judicial process. Any remaining belongings are deemed abandoned and Resident surrenders all rights and ownership of such items. Owner has sole discretion and authority to retain, sell or dispose of such items and to deduct any cost of storage or disposal from the Security Deposit. Sale of items may take place with five (5) days notice to Resident and any excess funds shall be secured by the Agreement and applied to any outstanding balance. The time and place of sale will be at Owner's discretion and Resident agrees to waiver of notice of the sale (including posting and publication) and the sale being a public auction;
- (c) Holding over or failing to vacate on or before the required move-out date (i.e., the end of the lease term, or any renewal or extension period, or after appropriate notice or the move-out date mutually agreed to). Resident shall be liable to pay rent for the hold-over period and to indemnify Owner and/or prospective Resident for damages including rental loss, lodging expenses and attorney's fees. Hold-over rent shall be immediately due on a daily basis and delinquent without notice or demand;
- (d) Failure to complete the term of the Agreement. If Resident does not fulfill the entire term (even if due to eviction), Resident shall be liable to Owner for all costs incurred by Owner resulting from early termination, including, but not limited to: leasing agent costs, advertising expenses, turnover expenses, and any other costs incidental to re-renting the Premises (including Owner's time, at \$150 per hour). These costs are in addition to all other damages, rents and other charges that may be assessed pursuant to this Agreement, including but not limited to: past due and future rents under this Agreement, which shall accelerate and become immediately due, \$125 month-to-month surcharge for each month, re-payment of any concessions, physical damages etc.;
- (e) Any illegal acts, actions or inactions which may jeopardize Owner's status within any Good Landlord program;
- (f) Notice of termination of housing assistance by any housing authority (if Resident's qualification included such assistance);
- (g) Failure to perform any other obligations under this Agreement or any of the rules and regulations adopted by Owner or the HOA.

It is agreed that eviction shall terminate occupancy but NOT the obligation to pay rent under this Agreement and that termination notices pursuant to an eviction shall not relieve Resident from obligations for future rent. Eviction at the end of a term shall still obligate Resident to pay for the time notice should have been given as required by this Agreement for vacating the Premises.

Premises Condition: Resident acknowledges having had the opportunity to have the Premises fully inspected (personally and/or professionally) prior to signing this Agreement. Resident acknowledges that the Premises has been inspected, is in satisfactory condition, and all existing damages or deficiencies have been acknowledged and provided in writing. Resident's taking possession of the Premises evidences the fact that the Premises (including appliances, furnishings, and fixtures) are in clean, safe, sanitary, and good-working condition and any exception will be delivered to Owner in writing no later than 24 hours after taking of possession of the Premises. Owner makes no warranty of any kind, expressed or implied, and relies upon the fact that Resident has inspected the Premises.

Maintenance: Resident shall be responsible to use its own equipment and supplies and to regularly preserve and maintain the entire Premise in its current condition (excepting minimal, normal wear and tear) including the exterior, landscaping (including lawn, trees, shrubs, mulch, fencing, sprinkler system etc.) and snow and ice removal, unless and to the extent any HOA maintains the exterior and landscaping; however, if any HOA fails to timely clear the grounds from snow, ice or other hazards, Resident shall take full responsibility and reasonable measures to maintain safe conditions - and in NO event will the Landlord or Owner be responsible for taking such actions or any harm resulting from others actions or inactions. Resident responsibilities includes, but are not limited to, performing reasonable preventative maintenance, keeping the Premises clean and orderly, removing/cleaning shoes prior to entry, having carpets professionally cleaned upon moving out, keeping walkways free of debris, obstacles and hazards (including ice and snow etc.) replacing furnace filters (of equal quality as the one initially or subsequently provided by Owner) at least every three months, always maintaining adequate temperature levels (heat in winter, air conditioning in summer) to prevent any freeze or heat damage, turning off main interior water supply and draining lines by opening faucets when away from the premises for an extended period, ensuring drains do not become clogged, keeping moisture off of surfaces, not dragging furniture or other items across the floors, not using products that will unnecessarily damage the Premises, such as certain types of abrasive cleaners and salts used on concrete for ice etc., ensuring that the Premises are not a fire or safety hazard, including not operating any outdoor cooking equipment within ten (10) feet of any building structure or overhang or in any manner that would cause any heat or smoke damage or nuisance. Resident shall regularly test the smoke and carbon monoxide detectors. Landlord is not responsible to maintain such detectors, but will replace any defective detectors after receiving written notification from the Resident. Other specific maintenance items may be assigned to Resident by Owner through rules, regulations or by other written agreement. All costs of such maintenance shall be the responsibility of Resident. If Resident fails to adequately maintain the premises, Owner, in its sole discretion, may cause such to be maintained and shall be entitled to reimbursement from Resident for the costs incurred in such maintenance. Resident will return the Premises to the Owner in the same condition as when Resident moved in (subject to minimal, normal wear and tear) and Resident agrees to make no alteration or repair to the Premises (including, but not limited to: painting, wallpapering, applying stickers, new locks, etc.) without obtaining the prior written consent of Owner, which permission may be withheld for any reason. Unless otherwise agreed by Owner in writing, Owner has the option to retain, as a permanent part of the Premises, any fixtures or improvements supplied by Resident, without further consideration or compensation, or to require Resident to pay the cost to restore the Premises to its original, unaltered condition. Resident agrees to allow inspections of the property during the term of this Agreement at Owner's discretion. If during an inspection, items are determined to be in violation of the lease and require mitigation by the Resident, Owner may require additional inspections to verify compliance and Resident shall be obligated to pay a Property Inspection Fee of \$50 for each such subsequent inspection to verify compliance, plus any damages as determined by Owner at any inspection.

Repairs: Resident acknowledges that Owner is only required to provide and repair the following amenities: heating, air conditioning, electrical, plumbing systems

(with availability of hot and cold water) and included appliances (oven, microwave, dishwasher, refrigerator). The costs of repairs, and replacements shall be paid for by Owner only if rendered necessary by minimal, normal wear and tear. Otherwise, if such repairs or replacements are reasonably preventable by Resident or rendered necessary by any negligence, carelessness, accident, abuse or excessive wear and tear of Resident and/or Resident's guests or other occupants, then all such costs shall be paid by Resident and Resident agrees to reimburse Owner for all such costs within five (5) days of notice. Such reimbursement shall be a priority payment over all other obligations of Resident to Owner. Owner may periodically deduct such costs from Resident's Security Deposit and Resident agrees to promptly reimburse the Deposit to its original amount. It is agreed that Owner carries insurance for its own protection and that Resident is not a beneficiary of such insurance. None of Resident's rent is considered to pay for insurance. Resident shall be responsible to Owner for all costs of repair for damages as stated herein regardless of Owner's insurance. In the event Resident complies with the Utah Fit Premises Act and is allowed to make repairs in limited circumstances, Resident agrees to first obtain three independent estimates, utilize the lowest estimate and only use licensed and insured contractors to perform repairs. Owner shall have the right to temporarily turn off equipment and interrupt utilities to avoid damage or to perform maintenance and repairs. In case of malfunctions of equipment or damage by fire, water, or other cause, Resident shall notify Owner's representatives immediately. Owner shall act with due diligence in making any required repairs and this Agreement shall continue without any abatement of rent during such periods. Resident agrees to request applicable repairs and services in writing from Owner's designated representative and Resident may not hire or allow any third party to perform work on the Premises without Owner's prior written approval (or as allowed by law). Resident is responsible, and will reimburse Owner, for any damages or loss caused to the Premises while Resident is entitled to possession of the Premises, including, but not limited to: damages caused by the negligence, carelessness, abuse, intentional misconduct or any action exceeding minimal and normal wear and tear caused by Resident or its family, occupants, guests, pets or others. Resident shall indemnify Owner from any liability to any third party. Owner may assess costs for such damages at the time they occur. The intent is to require the Premises to be maintained in substantially the same condition as when Resident took occupancy. If the damage to the Premises, regardless of how caused, is substantial, in the reasonable judgment of Owner, Owner may terminate this lease by giving written notice to Resident. Such termination due to damage may occur immediately if the Premises are uninhabitable, otherwise Resident shall vacate with a ten (10) calendar day notice.

Right of Entry: Unless otherwise restricted by law, Owner may enter the Premises during reasonable hours to inspect, make repairs, provide general or preventive maintenance, or for any other reasonable business purposes, with or without notice; however, Owner will make a good faith effort to provide advance notice when possible. If Resident is not present at the Premises, Owner has the same right to make such entries by duplicate or master key. If, in Owner's opinion, an emergency or a violation of this Agreement exists, Owner may enter without notice at any time for any inspection, repair, or to determine the condition or occupancy of the Premises. It is the intent of the parties hereto that this provision grants Owner immediate access if Resident is in default of any term of this Agreement or, if in Owner's sole opinion, giving notice could change an investigation, and this provision shall be interpreted with the existing law, to grant as broad and timely access as possible and permissible. Any request for maintenance or repairs shall be deemed to give Owner authority to enter the Premises without requiring further permission. Owner may secure the Premises at any time Owner deems, in its sole discretion, that the security of the Premises may have been compromised, including but not limited to: death of a Resident, incarceration or hospitalization of a Resident, apparent abandonment of the Premises, usage of the Premises by non-Residents, and protection of Owner's assets or security. If Resident restricts Owner's access, Owner may restore access and Resident shall be liable for such cost.

Notices: Resident expressly agrees to receive communications and service of any and all required notices (including legal notices and information that may be deemed confidential) from the Owner (and all others acting on behalf of Owner) by mail, posting, hand delivery or by electronic means (in the form of email or text message to an email address or phone number provided by Resident on the rental application, this Agreement, or any subsequent written notice acknowledged by Owner). Resident acknowledges that notice to any individual tenant is deemed as notice to all and that the Owner does not guarantee the privacy or security of any Information received or provided. Resident unconditionally waives any and all claims against Owner (and all others acting on behalf of Owner) relating to communicating with or processing information of Resident electronically, including but not limited to claims of breach of privacy or security, unauthorized access or disclosure or any claim under the FDCPA. If Resident elects to utilize provisions of the Utah Fit Premises Act, or any other law or act, to enforce this Agreement, the required notices shall be delivered to Owner at the address below.

Release of Resident: Resident will not be released on grounds of voluntary or involuntary school/business withdrawal/transfer, unemployment, marriage, divorce loss of co-Residents, health, problems with other tenants, or any other reasons, unless allowed by this Agreement, the Servicemembers' Civil Relief Act (SCRA), or other applicable law. Otherwise, if Resident vacates prior to expiration of the term, this Agreement shall remain enforced in full, with all funds and future rent immediately due and payable (through the later of the end of the term or the required notice period). If Resident files bankruptcy and remains in the Premises without assuming this Agreement through the bankruptcy, this Agreement shall be deemed a tenancy at will, with rent payable daily and calculated at the current monthly rate divided by 30, and all other obligations shall remain in effect.

Disability: It is Owner's policy to reasonably accommodate handicaps and disabilities as defined and as may be required under state and federal law. It is agreed that Resident shall immediately notify Owner of any need relating to a disability or handicap (in writing if possible) to ensure proper procedures are implemented to comply with existing laws. If Resident fails to notify Owner of any needed accommodation, Owner shall not be liable for any damages suffered by Resident. It is agreed that Owner is under no obligation to accommodate Resident until proper notification, with any required supporting documentation, is provided to Owner, and Owner has had the opportunity to review and grant or deny the accommodation. Owner may deny any request that does not meet the necessary requirements, is unreasonable or where insufficient information has been provided to establish the required elements of the request. Further, Owner is not obligated to pay the cost of any such accommodations and Resident will be responsible for the cost of any allowed modifications to the Premises, including the cost, upon vacating, to restore the Premises to the condition it existed, prior to any modification, unless otherwise required by law.

Governmental Action: If the Premises are condemned or access is restricted as a result of any type of governmental action or damage, Owner shall not be liable for any damages to Resident, including alternate housing, damage to or replacement of personal property and/or any other consequential damage. Such action may include any action by any governmental agency or entity. If such action is taken, Resident shall be relieved of rental obligations effective the date that access is restricted, unless the cause relates to actions of Resident, its guests, or other occupants. In the event this Agreement is terminated pursuant to this provision, Resident shall be responsible to take all steps necessary to have its contents immediately removed at Resident's expense.

Illegal Acts: Resident may be evicted from the Premises, without further notice or opportunity to cure, for any illegal activity conducted by Resident, any occupant, or guest, whether or not such activity is cited by a police authority. It shall be considered a breach of this Agreement for any Resident or occupant to commit a criminal act on the Premises or elsewhere while an occupant of these Premises. It is Resident's responsibility to fully disclose all prior criminal activity, including but not limited to: convictions, pending charges, and plea bargains of all occupants including minors and prior undisclosed or unresolved criminal acts constitute a breach. Resident also has an affirmative duty to keep the Premises from being reported on any Sex Offender's list, which violation is also grounds for immediate eviction.

Contamination: Resident agrees not to contaminate the Premises and agrees to defend, indemnify and hold Owner harmless against any and all claims, actions, causes, demands, liabilities, losses, damages, and expenses of any kind, including but not limited to attorney's fees and court costs, that may be made against Owner (its officers, directors, employees, agents, managers, members and all other affiliates) as a result of or arising out of the existence, growth, or proliferation of any substance, including, but not limited to: mold, mildew, fungi, bacteria or any other contaminations in or around the Premises, regardless of the source and cause, and agrees that Owner shall not be liable for any damages caused by or to Resident, guests, occupants, or any other person or property within the Premises. Resident agrees to immediately notify Owner of the existence of any mold, mildew, fungi, bacteria or other contamination within the Premises. Contamination by Resident or failure by Resident to promptly notify Owner of any reasonable suspicion of mold or any other contamination issues will result in Resident being liable for all types of damages caused by the mold or other contamination. Resident further agrees not to directly cause, hire, or conduct any inspection or testing to be done in the Premises for any type of contamination, but may request that Owner conduct such testing, provided Resident pre-pays the costs of such testing. Failure to comply will result in liability for damages caused therefrom. Owner shall have the right to retain the third party certified testing of its choice. The results of such testing shall be the property of Owner who shall only be obligated to disclose positive results exceeding the legal limits.

Smoking & Other Substances: Cigarettes, cigars, pipes, e-cigarettes, vapers or any other smoking device or paraphernalia used for tobacco or other substances, illegal drugs, and drunkenness prohibited on or within the Premises and constitute cause for eviction (in Owner's sole discretion). Resident acknowledges that smoke and other substances damage the Premises and agrees to fully pay for any such damage. Further, Resident, guests and any other occupants hold Owner harmless and waive any right to a cause of action regarding any nuisance or damage caused by or related to any smoke, second hand smoke and other substances.

Animals: Resident may not keep animals of any kind on or near the Premises for any length of time without the prior written consent of Owner. Medically necessary companion or service animals are only permitted to the extent legally required, but Resident must provide sufficient evidence of a valid and official prescription PRIOR to any animal coming onto the Premises. In addition to Owner's other remedies, violation will allow Owner to commence eviction on the basis of nuisance, without further notice or opportunity to cure and Owner may charge \$50 per day, per violation. Resident is responsible to ensure that the animal is not a nuisance to others, abide by all applicable laws and ordinances pertaining to animals, and is solely liable for any and injuries, costs of cleaning, damages, or any other losses (including carpet replacement due to urination etc.), which shall be promptly paid to Owner. Owner may create and maintain such rules and regulations relating to animals as Owner, in its sole discretion, determines appropriate.

Pests: It is acknowledged that most pest problems result from the actions of Residents, particularly relating to cleanliness and clutter of the Premises and that such problems often cannot be detected by Owner. Resident agrees to notify Owner immediately of any suspected infestation or sighting of any pests within the Premises. Resident's failure to notify Owner and take appropriate action may result in additional units becoming infested. Resident acknowledges and warrants that any and all furnishings, clothing, food items, and other items brought into the Premises at any time have been inspected and are free from any type of pest infestation, including but not limited to: bed bugs, mice, lice, moths, beetles and cockroaches. Resident agrees to be responsible for all costs (including but not limited to: actual costs of pest control, loss of rents, and replacement of infested/damaged materials within the subject Premises and any other affected area) relating to pests which are either brought in or allowed to exist by the actions or inactions of Resident, its guests, occupants, or others (intentionally or not). Resident may hire any licensed and bonded pest control/extermination company to remedy such infestation but shall obtain written approval of Owner prior to such company entering the Premises. Resident agrees to hold Owner harmless from any and all damages relating to pests within the Premises, including extermination, control, clean-up, damages to personal property, and any and all other damages relating to pests, regardless of their source. Violation of this provision is also grounds for eviction.

Increases: If, during the lease term, taxes, utilities, governmental fees, or other common expenses paid by Owner increase in any year in excess of ten (10) percent, Owner may increase Resident's monthly rental amount in a pro rata amount (formula to be determined by Owner) after thirty (30) days written notice. In addition, if any utility or governmental entity creates a new fee, tax, or assessment at any time during the tenancy, such amount may be assessed directly to Resident in a pro-rata amount as stated herein or as otherwise assessed by such entity. Any such payment by Resident shall be deemed an additional fee, not a tax payment, and is due thirty (30) days after Owner sends the billing. Owner may not assess Residents an amount greater than Owner is assessed. If Resident is on any housing assistance and allowable rental rate under such program increases during the lease term, Owner may, upon approval from the applicable agency, increase the rental rate accordingly upon thirty (30) days notice to Resident. After the term End Date above, rent may be increased after thirty (30) days prior written notice, unless otherwise agreed in writing.

Sale & Marketing of Property: If Owner enters into a binding sale agreement with a bona-fide third-party purchaser, Owner may terminate this Agreement with Forty-five (45) days written notice. Resident agrees to allow inspection of the Premises by potential buyers or renters, if provided with at least twenty-four (24) hours' prior notice. Owner may also display "for sale" and "for rent" signs on the Premises after providing a fifteen (15) day notice or at any time within thirty (30) days before expiration of the rental term.

Utilities: Utilities shall be used for ordinary household purposes only. Resident will provide and pay for all utilities except those listed below. Resident shall establish the utilities for which it is responsible, in its name, prior to occupancy (water and sewer services will remain in the name of the Owner, but Resident will be responsible for paying the charges incurred). If Resident fails to establish the utilities, Owner may at its option terminate this Agreement or bill Resident the costs, plus a handling fee of \$50 per utility per month. It is required that Resident has both gas and electrical service at all times and shall keep the temperature high enough (at least 55 degrees) at all times (including time away from the Premises) to prevent any freezing of pipes or other components of the Premises. Any damage resulting from failure to maintain utilities and adequate temperature will be the responsibility of Resident. Owner may establish a policy for payment of pro-rating any utilities that are not directly metered and may charge Resident a monthly administrative fee for such utility billing. All utility services, whether provided by Owner or Resident, are subject to interruption or temporary termination for the purpose of repairs, alterations, or improvements to the Premises or for emergency reasons. Any such interruption or temporary termination of utility service shall not constitute a default by Owner, nor is Owner liable for interruption or termination. Resident shall also be responsible for its own telephone, internet and cable services (currently limited to Comcast), and any other optional service which may be deemed a utility. Even if allowed by the HOA, Resident must still obtain written approval from Owner before installing a satellite dish or other equipment.

Utilities to be paid and established by Owner: Homeowners Association monthly dues and Garbage.

Renters Insurance: Prior to occupancy, Resident must obtain a Renters Insurance Policy, which must contain a non-subrogation provision (pertaining to Owner and Owner's insurance) and must list Owner as an Additional Insured. Resident will not be considered a co-insured under any insurance policy of Owner and for purposes of subrogation and Owner does not warrant the existence of any other insurance. It is mutually intended that this section be applied to provide the maximum allowable protection from actions against Owner and any provisions determined to violate law or policy be severed only to the minimal extent possible. Resident shall maintain continuous insurance coverage. **Renters Insurance Policy #** (if currently known) _____.

Subordination: This Agreement is subordinate to any mortgages financing the Premises and subject to provisions of any regulatory agreement with any Housing Authority or others covering such property. Resident agrees to be the tenant of a new Owner of the Premises upon such new Owner's acquisition of the Premises and agrees that any foreclosure by a mortgagee shall not necessarily void this Agreement.

Credit Checks: Resident agrees that Owner may conduct additional background criminal history and credit checks at any time and consents to Owner disclosing information about Resident, so long as Resident has an obligation under this Agreement.

Representation: Resident acknowledges that Owner is represented by the Landlord (including its members, managers, employees, agents and owners) and may also be represented by other professionals, such as a real estate agent, which may also have ownership interests in the Premises and which exclusively represent the Owner, and not the Resident in any capacity, and all actions of such, even those that assist Resident in performing or completing any of Resident's contractual or legal obligations, are intended for the benefit of the Owner. (Brad Boyce, Manager of PRO R.E.SOURCE, LLC (Landlord) is also a licensed Attorney, Real Estate Agent (with iPro Realty Network) and has an ownership interest in the Premises). The obligations of this Agreement are the responsibility of Owner, not its representatives. Owner's authorization of representatives to act in its behalf shall not grant Resident any rights against such. Any representative of Owner shall accrue and benefit from the covenants, waivers, releases and indemnifications contained in the Agreement documents to same extent as Owner. Resident acknowledges having had the right to obtain independent and exclusive representation and the opportunity to review this Agreement with legal counsel prior to its execution, and having other options available for housing, and choosing to enter into this Agreement without representation and with the limitation of liability and exclusive representation of Owner.

Limited Liability: It is agreed and understood that the term "Owner", as used throughout this Agreement, includes any individual or entity with an ownership interest in the Premises and the Landlord (including all members, managers, employees, agents, officers, directors, shareholders and owners of such entities) and all protections provided under this Agreement shall apply to all such individuals and entities collectively. Resident agrees to be entirely responsible and liable for its own property and safety (and that of any guests or other visitors) upon the Premises (including sidewalks, parking areas and any other common areas) at all times. It is mutually agreed (to the greatest extent possible) that Owner shall not be liable for any direct or indirect damage or injury of or to Resident, its family, guests, invitees, or any other person and Resident agrees to indemnify, defend and hold Owner harmless from any and all claims or assertions of every kind and nature (as well as costs and attorney's fees expended defending against such claims), including, but not limited to: any type of personal injury or property damage resulting from all causes, including, but not limited to fire, flood, water leaks, rain, hail, ice, snow, slipping, falling, gas, smoke, electricity, appliances, structural issues, environmental issues, toxins, mold, mildew, all other contaminations and hazards, interruptions of utilities, explosions, theft, burglary, assault, vandalism or other crimes, acts of God, acts of past or present guests, occupants or any other persons, or any other reasons or causes of action, including acts or omissions of Owner, unless Owner's acts are proved to be intentional and grossly negligent. It is acknowledged that the Premises have been occupied and used by other individuals and that Owner does not represent what such persons have had or done within the Premises. Resident acknowledges that it will not hold Owner liable for prior actions within the Premises by other occupants or their guests, including such actions that may have unknown continuing residual effects on the Premises. It is expressly understood and agreed that Owner shall not be liable for any consequential or punitive damages and any liability of Owner is restricted solely to the interest of Owner in the Premises and no members, managers, employees, agents, officers, directors, shareholders or other shall have any personal liability. It is further agreed that all indemnifications, hold harmless, and limitations of liability as stated in this Agreement shall survive expiration or termination of the Agreement and Resident and Owner agree, to the maximum extent allowed by law, to a waiver of jury trial. Any tort claims shall require mandatory arbitration, conducted according to the Utah Uniform Arbitration Act. To the extent allowed by law, demand for arbitration must be made within one hundred eighty (180) days of the earliest of when the claim, dispute or occurrence arises. Nothing in this provision shall be deemed to obligate Owner to arbitrate statutory or contract claims nor restrict Owner's right to proceed in court for any breach of contract, debt collection or eviction. Resident shall maintain adequate insurance at all times and shall be liable for any damages caused by Resident, or Resident's occupants, guests and/or invitees actions or inactions. Resident agrees that the existing locks and latches are acceptable. Upon payment of a reasonable charge, Resident may request the Owner to change (re-key) a door-lock for a fee. Resident may not place its own locks on the Premises or devices which prevent Owner's entry. Resident shall pay for and replace smoke detector and/or carbon monoxide detector batteries as needed and shall be solely responsible to monitor proper functionality and to request replacement of detectors when needed. Owner may provide security equipment for the purpose of protecting its property. However, Owner will not provide any security for Residents. Each Resident is responsible for its own personal security and the security of its property. (Resident must obtain prior written permission before installing any security cameras or systems). If any employees of Owner are requested to render services not contemplated in this Agreement, Resident agrees to hold Owner harmless for all liability regarding the same.

Miscellaneous Provisions: No oral agreements have been made and no oral agreements will be enforceable between the parties. This written Agreement constitutes the entire agreement between the parties and may be modified only in writing, signed by all parties, except for reasonable rule changes or additions to Owner's "Rules and Regulations." This Agreement integrates all previous agreements and understandings. All of Resident's statements in the rental

application were relied upon by Owner in executing this Agreement and any misinformation therein shall be considered cause for immediate termination of Resident's right of occupancy. Each Resident is jointly and severally liable for each provision of this Agreement and for any statutory damages accessed pursuant to state law, even if one Resident vacates the Premises appropriately. No Resident shall be released from this Agreement unless agreed to in writing by Owner. Liability under this Agreement continues until all Residents and any other occupants fulfill the terms of this Agreement and vacate. Residents' obligations are to be performed in the County where the Premises is located, unless otherwise specified by Owner. Owner's past delay or non-enforcement of rent payment due date or any other provision hereof shall not be a continuing waiver thereof under any circumstances. To enforce any breach or in any lawsuit involving statutory or contractual obligations of Owner or Resident, the non-defaulting party shall be entitled to recover costs of collection, attorney's fees, court costs, and all other costs from the defaulting party regardless of whether the matter is litigated. Amounts past due, including judgments, shall bear interest at the rate of fifteen (15) percent per annum, from the date incurred until paid. Any clause declared invalid by law shall not invalidate the remainder of this Agreement. If Resident brings a claim against Owner with a state or federal agency, Owner shall be entitled to recover against Resident any attorney fees, costs and damages (including an hourly rate for Owner's time) if the agency fails to make a finding against Owner. This Agreement may not be assigned by Resident nor can Resident sub-let any portion of the Premises (including temporary or vacation rentals). If obligations under this Agreement or any addendums are assigned to a licensed collection agency or attorney, a collection fee of thirty (30) percent of the debt/obligation assigned shall be added to the amount owed, pursuant to the terms hereof and as allowed by law. Resident grants Owner a security interest in any personal property on the Premises, with a right of entry and execution, to satisfy any delinquent amounts owed. Owner may file a security filing with any governmental agency as notice of this lien, which shall be in addition to any statutory Landlord Lien. Sale of any items under this provision may take place five (5) days after providing notice to Resident. Owner may determine the time, place, and manner of sale and Resident agrees to a waiver of any other notice of sale and the sale being a public auction. Each Resident does hereby grant to any and all other Residents herein, a power of attorney to bind all Residents as it pertains to this Agreement, addendums, notices, and pleadings relating to this tenancy, including the ability to accept service of process and give notices.

Move-in Discounts/Concessions: Subject to fulfillment of all obligations of this Agreement, Owner grants Resident the following discount/concession:

Lease Initial Fee discounted by \$205 (making the fee \$95 rather than \$300).

If Resident violates any term of this Agreement, Owner shall be entitled to recover any discount/concession stated above.

Other Obligations/Conditions: _____

This is a binding legal document. By signing below, Resident(s) acknowledge having carefully read and understood the entire Agreement before signing and agree to be jointly and severally liable for all the terms, conditions, and payments due pursuant to this Agreement and any addendums.

PRO R.E.SOURCE, LLC

_____ Date _____

By: Brad Boyce, Manager

Address: 1771 Range Rd., Saratoga Springs, UT 84045

Phone: (801) 244-1375

Email: brad@boycelawfirm.com

RESIDENT(S): (All Residents over 18 Must Sign)

_____ Date _____

By:

Address:

Phone: ()

Email:

_____ Date _____

By:

Address:

Phone: ()

Email: