# Crestview Apartments

\_\_\_\_\_\_\_

## rental contract

School Year \_\_\_\_\_\_\_ -- \_\_\_\_\_\_\_ Summer \_\_\_\_\_\_\_\_\_

This contract, entered into this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, is made by and between Crestview Apartments (hereinafter, “Management”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter, “Resident”) whose permanent address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, for dwelling accommodations located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, apt. no. \_\_\_\_\_, Logan, Utah.

**Term:** The contract term begins \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_\_\_\_\_\_\_\_ and ends \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, specifically covering: fall semester, spring semester, summer semester

**Rent payment schedule:** Resident agrees to pay the following rent amounts to Management for the accommodations in accordance with the following schedule:

Fall semester: $ \_\_\_\_\_\_\_\_ Due July 1

Spring semester: $ \_\_\_\_\_\_\_\_ Due October 1

Summer semester: $ \_\_\_\_\_\_\_\_ Due \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total: $ \_\_\_\_\_\_\_\_

Rent is due on or before the above specified dates. A late fee of $15 will be charged on the first day after the rent-due date. In addition, a $2 per day late fee will be charged until the total rent due is paid. A 15% late fee will be assessed on any non-rent balance due. Management may apply payments, including pre-paid rent, first to damages, security deposits, fees, utilities, any and all other amounts due, and lastly to rent. Any Resident whose rent is overdue may, at Management’s discretion, be subject to formal collection procedures, eviction, or both.

**Security deposit:** The security deposit of $\_\_\_\_\_\_\_\_\_\_, less any amounts owed by Resident, will be returned by mail within 30 days after the following conditions are met: (1) the contract period has expired or the contract has been replaced; (2) Resident has thoroughly cleaned the apartment, appliances, and fixtures according to the cleaning checklist that will be provided by Management; (3) Resident has surrendered to Management all keys related to the premises; and (4) Resident has submitted to Management a *Cleaning Check-out and Deposit Refund Request*, with forwarding address. The security deposit may not be applied to rent by Resident. The security deposit may be used by Management at its option to pay costs and reduce losses incurred if Resident vacates the premises while this contract is still in force, fails to pay rent as agreed, or causes damages by action or negligence. Such costs and losses include, but are not limited to: physical destruction of property, cleaning, advertising to find a suitable replacement, fines, fees, and collection costs. If Resident must vacate the premises due to Resident’s violation of any of the provisions of this contract, Resident will still be liable for all amounts stated in this contract through the end of the term. Retention by Management of any portion of this deposit to cover costs or losses will not relieve Resident of responsibility to pay all contracted amounts, including rents, utilities, fees, and damages.

**Utilities:** Resident agrees to pay for all utilities, including City of Logan services and natural gas. Resident must establish the utilities in Resident’s name prior to occupancy. Management will not be held liable for interruption or termination of services for purposes of repairs, alterations, improvements, for emergency reasons, or termination of utility service due to failure of Resident to establish service in Resident’s own name.

**Legal and collection fees:** In the event of failure of Resident to comply with any of the terms and conditions of this contract, wherein it becomes necessary for Management to resort to legal remedies to enforce these provisions, Resident agrees to pay all related legal expenses, attorney fees, and collection agency fees.

**Limited Liability:**  Resident agrees to indemnify and hold Management harmless from any and all demands, claims, causes of action, penalties, liabilities, damages and expenses (including without limitation, attorney’s fees, experts fees, and costs incurred in the investigation, defense, and settlement of claims) incurred by Management as a result of the breach by Resident of any obligation under this contract or for actions or inactions of Resident which cause damage or injury to any party or person.

This is a legal and binding contract which includes the residential rental contract conditions and rules attached to this page and incorporated herein by this reference. By signing below, Resident acknowledges having read this contract and any addendums carefully and agrees to abide by all the terms, conditions, and rules.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

signature of applicant Resident printed name

I, parent or guardian, acknowledge and support the intent and purpose of this contact.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ signature of parent/guardian printed name

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

signature of agent manager (indicating acceptance by Management)

Jeremy & Natalie Baer (authorized agents) 572 South 200 West, Providence, UT 84332, Ph. 435-752.1600, Text 435-525-2354, www.crestviewhousing.com

*Copies: White – management Yellow – Resident contract, 26 Jan 2024*

**Residential Rental Contract—*Conditions and Rules:***

1. **Assignmen**t—Resident may not assign, transfer, or sublet his or her interest in this contract to another person or permit other persons to occupy the premises without **prior written consent of Management**. Resident is responsible for all rent through the term of this contract.
2. **Early vacate—**No Resident will be released from this contract unless Management agrees in writing. In the event Resident desires to terminate the contract prior to the end of this contract term, a contract replacement fee of $50 may be charged to Resident when a new contract is signed with another person. Management reserves the right to replace Resident’s contract for any semester for which rents are not paid in full by due dates.
3. **Returned checks—**A service fee of $25 will be charged for every returned check. A returned check may also result in a late fee for unpaid amounts due as described on the front of this contract.
4. **Moves**—Management reserves the right to reassign Resident to another apartment within the complex for the best use of the facilities, and Resident hereby agrees to such a move if Management deems such to be necessary.
5. **Damages**—Resident is held responsible for all damages to premises and any furnishings, fixtures, and appliances belonging to premises, whether caused by intentional or negligent action of Resident or guests. Resident hereby agrees to pay the amount necessary to replace all such missing or damaged property. Resident must pay for all damages caused by stopping or clogging of waste pipes or overflow from bathtub, shower, toilet, or wash basins. Waterbeds are not allowed.
6. **Inspections**—Cleaning inspections will be made at the end of the contract term or as scheduled and announced in writing by Management. Management reserves the right to enter the premises at reasonable times, with or without notice, to make repairs, to provide maintenance, leave notices, and to show the premises to prospective residents, purchasers, or appraisers, and this right shall exist whether or not Resident is on the premises at such times. A request for maintenance or repairs will be deemed to give Management authority to enter the premises. In case of emergency or alleged contract violation, Management may enter without notice at any time to inspect, make repairs, or both.
7. **Maintenance and alterations**—Resident accepts the premises as being in good order and repair, unless otherwise indicated on the *Check-in Inspection Report.* Resident agrees to maintain the premises in a clean and sanitary condition at all times, and to surrender the same at termination in as good condition as received, normal wear and tear excepted. Resident agrees to keep storage, parking, and yard areas clear of clutter. If Resident does not pass the cleaning inspections, Management will do cleaning, and a fee of $30 per hour (2-hour minimum) for such services will be charged to Resident(s) deemed responsible. Resident may not place personal locks on apartment doors, paint or otherwise redecorate, or make alterations to the premises. Resident agrees to notify Management immediately in writing or by telephone of any equipment malfunction or necessary maintenance, including plumbing leaks and mold or mildew that persists beyond reasonable cleaning efforts. Management will act with due diligence in making necessary repairs. Rent will not abate during such period.
8. **Security**—Resident should respect roommates’ personal security and property by using provided deadbolts to lock the apartment. Crestview Apartments assumes no responsibility for loss or damage of property belonging to Resident or Resident’s guests. **Management recommends that Resident secures renter’s insurance.**
9. **Vehicles and parking**—Resident may not bring a vehicle larger than a pick-up truck on the premises. All vehicles must be currently licensed and in running condition and must be registered with Management prior to parking on the premises. No driving or parking of motor vehicles is allowed on the lawns or walkways at any time. Resident is expected to remove snow from and around his or her vehicle Vehicles may not be painted or receive lengthy repairs on the premises. Trailers, boats, and campers may not be parked or stored on the premises without prior permission by Management. Parking permits may be issued on first-come basis to regulate parking.
10. **Keys**—A key deposit is included in the security deposit. A charge of $15 per key will be assessed for loss of, or failure to return, any apartment key by checkout time. Resident may not duplicate keys.
11. **Housing regulations**— Resident, guests, and other occupants shall comply with all written rules and regulations, which shall be considered part of this contract. Management may make reasonable rule changes if made in writing and notice given to all Residents. Violation of rules and regulations will be deemed by Management sufficient cause for immediate termination of residency. Rules include but are not limited to the following:
    1. The conduct of Resident, guests, or other occupants shall not be disorderly, boisterous or in violation of city, state or federal laws, and shall not disturb the rights, comforts, or convenience of other persons. Such restricted behavior includes, but is not limited to, playing loud music, creating strong odors, or discourteous behavior.
    2. For safety reasons, gasoline, fireworks, firearms, explosives, and open flames are not permitted in the apartments. Resident’s property may not be stored in the furnace room.
    3. Crestview Apartments is a smoke-free, alcohol-free, drug-free environment. Possession, consumption, or use of alcoholic beverages, tobacco, e-cigarettes or other vaping devices, or illegal drugs is not allowed on the premises. Violation by Resident, occupants, or guests is basis for eviction and forfeiture of security deposit, a $50 fine, or both.
    4. Unlawful or immoral activity is not allowed.
    5. Overnight guests are not permitted **without agreement of roommates and advance permission of Management.** Overnight guests of the opposite sex are not allowed. Overnight guests are limited to 3 consecutive nights or 5 nights per quarter.
    6. Pets or evidence of pets, including food, cages or other supplies are prohibited in the apartments and on the property at all times, even on a temporary basis. Management may charge and collect $50 per day per violation, plus any associated damages. Fish in a tank no larger than 3 gallons are allowed; poisonous or predatory fish are prohibited. An assistance animal for a person having a physical or mental impairment, which substantially limits one or more of such person’s major life activities, is permitted in apartments, under the protection of federal law. Appropriate documentation must be provided to and approved by management before the animal is introduced onto the property.
    7. All furniture, fixtures, and appliances belonging to the apartment are to be used in the manner intended and are to remain within the apartment at all times. Only Management is authorized to remove them. Neither Resident nor guests may tamper with window screens, television antennas, electrical systems, fire extinguishers, or any other fixtures, nor remove batteries from smoke detectors. Resident agrees to replace burned-out light bulbs.
    8. Resident and guests must remain off roofs, parking structures, and patio covers.
    9. Sidewalks, steps, entryways, and stairs shall not be obstructed or used for any purpose other than ingress or egress. Snow removal from building stairways and sidewalks is the Resident’s responsibility.
    10. Resident must inform Management of any occurrence of disturbing, destructive, hazardous, unlawful, or suspicious activities on or near the premises; Management will enforce all rules and regulations according to its best judgment and according to the law.
12. **Disposition of abandoned personal property**—By the date of contract termination, Resident must remove personal property from the premises. The dwelling, furniture, fixtures, and appliances belonging to the apartment must be left in good order, allowing for reasonable wear and tear. If Resident leaves personal property in the dwelling or on the premises after termination of occupancy, by notice or otherwise, such property, if unclaimed 30 days after such termination, will be subject to disposal or sale after the manner provided by law. Management may retain out of the proceeds of any sale the amount of any unpaid rent or charges owed by Resident, reasonable storage costs during the time said property remains in the possession of Crestview Apartments, and reasonable costs and charges of sale. Management will pay any excess of proceeds of sale to Resident or other persons entitled thereto on production of satisfactory evidence of the right of the claimant.
13. **Default**—Failure by Resident to perform any of the above requirements, or to satisfy any of these terms and conditions will be construed as a breach of contract and will require Resident to remedy said failure or to vacate the premises within three days of failure to comply with the said requirement, term, or condition. Resident will forfeit the security deposit if Resident is so forced to vacate the premises. Early departure or eviction shall not relieve Resident of financial responsibility stated in this contract. If Resident fails to vacate on or before the required move-out date, Resident shall be liable to pay treble rent for the hold-over period and to indemnify Management, prospective Resident, or both, for damages including rental loss, lodging, and attorney fees. Resident shall be liable to Management for any and all costs incurred as a result of any breach by Resident.
14. **No waiver—**Nothing contained in this contract will be construed as waiving any of Management’s right under state laws governing this tenancy.
15. **Enforceability—**Should, for any reason, any portion or paragraph of this contract be declared void, the balance of the contract will remain in full force and effect.