# **OLD FARM COMPANY** TENANT - LANDLORD RENTAL CONTRACT

		this day of , 20 , (hereinafter called "Landlord") and	by and between OLD FA	ARIVI COMPANY, A	/// East		
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Student	Phone	Address	City	State	Zip		

(hereinafter called "Tenant")

Location of rental unit: 777 East 1000 North, Logan, Utah.

- 1. The Landlord agrees to provide the following accommodation: Apartment with cooking facilities.
- 2. The term of this contract shall be for the ENTIRE SUMMER of 2016 beginning May 7 and ending August 20 and/or the ENTIRE ACADEMIC YEAR of 2016-2017 beginning August 23 and ending May 6 of 2017.
- 3. PAYMENT SCHEDULE: The tenant agrees to pay the Landlord the amount specified below on the dates specified below with a \$20.00 service charge for all returned checks/late payments
- 4. No more tenants will be allowed in any apartment than the number specified at the beginning of the school year/summer. However, the Landlord does not guarantee full occupancy. No overnight guests are allowed in the apartment without prior verbal permission from all roommates and management.

# Summer 2016 Prices - rent 1/2 due April 1st and ½ due May 1st

#### Phase One - Shared Room NΑ Phase Two - Shared Room \$600.00 Phase Two - Private Room \$700.00

### **SUMMER CANCELLATIONS**

- · Cancellations made prior to April 1 are subject to a \$25.00 forfeit of the \$300.00 deposit.
- · Cancellations made after April 1 are subject to a forfeiture of the entire \$300.00 deposit.

School Year 2016-2017 Prices:	TOTAL DUE	JULY 1	AUGUST 1
Phase One – Shared Room	\$2,350.00	\$1,175.00	\$1,175.00
Phase Two – Shared Room	\$2,650.00	\$1,325.00	\$1,325.00
Phase Two- Private Room	\$3,200.00	\$1,600.00	\$1,600.00

- If your July 1 payment is not received on or before July 1, your reservation and entire \$300.00 deposit are forfeited.
- If your August 1 payment is not received on or before August 1, your reservation, \$300.00 deposit, and half of your July 1 payment will be forfeited.

#### **CANCELLATIONS**

Cancellations made prior to July 1 are subject to \$50.00 forfeit of the \$300.00 Deposit. Cancellations made after July 1 forfeit the entire \$300.00 Deposit and half of rent paid.

NOTE: These prices do not include the \$300.00 Security Deposit, \$20 application fee and applicable online payment fees, but they do include utilities, internet and cable.

### **SECURITY DEPOSIT**

- 1. The Tenant has paid \$300.00 to the Landlord to be used as a security deposit. \$50 is non-refundable. Charges against the security deposit may be made for the following reasons:
  - a) Damages to the rental unit over and above normal wear and tear.
  - b) Cleaning expenses for failed cleaning checks done by management's discretion and/or to cover expenses of hired cleaners if necessary.
  - c) Failure to fulfill the
  - reservation.
  - d) Excessive utility use.
- 2. Security Deposit refund: The Security Deposit as adjusted for the above provisions shall be refunded within 30 days of the termination of this contract unless applied at Landlord's discretion toward rent due and owing or as provided in Special Provisions below.

# **SELLING CONTRACTS**

Contracts may only be sold through the office with landlord's approval. Rent money is non-refundable unless contract is sold.

## **GENERAL PROVISIONS**

Both parties to this contract agree that in their respective roles as Tenant and Landlord they will make a reasonable effort to maintain the rental unit in a safe and sanitary condition; to protect and maintain the facility; The tenant agrees to a 10:30 p.m. quiet time. The tenant will be required from 10:30 p.m. through the remaining evening to keep the sound level down to respect the peace and privacy of the other party and other tenants; and will strive to maintain a living standard that is in harmony with good moral conduct and the values implied therein. The Landlord shall have the right of entry to the facilities for purposes of inspection or repair, and shall also maintain the right to evict the Tenant for cause. Landlord is not responsible for damage to Tenant's personal property. It is recommended that Tenant obtain insurance against such losses. It is Tenant's responsibility to report any leaks or other conditions which may give rise to damage to the premises.

### SPECIAL PROVISIONS

- 1. Absolutely no smoking of any kind, use or possession of tobacco, alcohol, or illegal drugs on the premises, including public areas. All guests are the responsibility of the tenants and must abide by the same rules. Pets are not allowed in apartments or anywhere on the Old Farm premises. Motorized vehicles are not allowed on grass or sidewalks.
- 2. All contract transfers, terminations, and check-out procedures must be cleared through the office accompanied by appropriate release
- 3. \$50.00 of the deposit is non-refundable for school year contracts. \$25.00 is non-refundable for summer only contracts. These deductions will be made regardless of the tenant's length of stay. Balance will be returned to Tenant providing there is no damage to the apartment, furniture or building, and all provisions of this contract have been complied with.
- 4. The tenant agrees to vacate the premises upon five days notice for breach of any portion of this contract, in which case the entire contract amount, including the security deposit, shall be subject to forfeiture.
- 5. In the event of default, the defaulting party shall pay all costs, expenses and reasonable attorney's fees incurred.
- 6. Landlord is not responsible for loss due to fire or theft of personal belongings.

## ACKNOWLEDGMENT

- 1. The undersigned Tenant hereby acknowledges receipt of a copy of this contract.
- 2. All terms of this contract have been read and accepted by the undersigned parties.