

CAMPUS VILLAS

Student Housing

FALL 2016 / SPRING 2017

RENTAL AGREEMENT



833 East Tabernacle, St. George, UT 84770
 (435) 619-4553 / (435) 656-9075 Fax: (435) 319-8137
 www.campusvillas.com

This Agreement is entered into on _____, 201____, between the Landlord – Campus Villas Apartments, located at 833 East Tabernacle, St. George, Utah 84770 and the Tenant (name) _____ as follows:

1. General Information:

Landlord: Campus Villas Apartments

Apartment: Landlord leases Tenant the occupancy of a space in a furnished apartment, designated by Landlord, in Campus Villas Student Housing, 833 East Tabernacle St. George, UT. This rental includes the non-exclusive right to park a single automobile within the 87 on-site parking spaces. Tenant will share the Apartment with other roommates. Landlord has the right to move Tenant to a space in another apartment if Landlord deems the move necessary.

Rental: The rent options for the Fall/Spring school year are listed below. Rent will be paid as follows (CHOOSE ONE OPTION):

SHARED ROOM	<input type="checkbox"/> \$2500.00 paid in full at time of move-in.
	<input type="checkbox"/> \$1350.00 due at move-in and \$1250.00 on or before November 15, 2016. <i>*See note below.</i>
	<input type="checkbox"/> \$200.00 due at move-in and then 8 additional monthly payments of \$325.00, Sept.-April, due on the 1st of each month. <i>*See note below.</i>
PRIVATE ROOM	<input type="checkbox"/> \$5000.00 paid in full at time of move-in.
	<input type="checkbox"/> \$2700.00 due at move-in and \$2500.00 on or before November 15, 2016. <i>*See note below.</i>
	<input type="checkbox"/> \$400.00 due at move-in and then 8 additional monthly payments of \$650.00, Sept.-April, due on the 1st of each month. <i>*See note below.</i>

**These payment options REQUIRE a parent/guardian or rent guarantor signature on the lease to qualify.*

All rental payments are non-refundable. Any rental payment may be made by Visa or MasterCard, if Tenant provides Landlord all required card information and adds a 3.75% service fee. Any returned check is subject to a \$25.00 service charge and must be replaced with cash or certified funds.

Application Fee and Security Deposit: Tenant has previously or concurrently heretofore paid \$200.00 which includes a \$175.00 security/cleaning deposit and a \$25.00 application fee. All of this is non-refundable, except \$75.00 of the security deposit is refundable if the Apartment is left clean and undamaged, as shown by the final walk-through inspection and verification that the utilities have been paid. (The remaining \$100.00 security deposit is retained by Landlord for carpet cleaning, internet/TV updates, and other maintenance). The refundable \$75.00 will be sent to the Tenant at the address Tenant provides Landlord. The refund will be sent approximately 30 days after the end of Spring Semester. If Tenant moves from Campus Villas without participating in the final walk-through inspection, all the deposit will be forfeited.

Apartment Rules and Pool Rules. Apartment Rules and Regulations and Swimming Pool Rules are attached hereto as Exhibits "A" and "B," respectively, and are incorporated by reference as part of this Agreement.

2. Lease Term: This Lease is a two-semester contract which shall commence **August 18, 2016** and shall continue throughout the entire Fall/Spring school year of Dixie College. Tenant's termination and vacancy shall be completed after the second semester but in no event later than 12:00 noon, **May 6, 2017**, with all of Tenant's personal items to be removed from the Apartment by that time.

3. Failure to Make Payment: If any payment required hereunder is not made within fifteen (15) days from the due date, Landlord may, without further notice, terminate this Agreement and may lease the space to another Tenant. If Landlord, at its sole discretion, agrees to accept a late payment and to continue this Agreement, Tenant will pay a late fee of **\$10.00 per day on any amount that is 5 days or more overdue**. The late fee will begin on the 6th day and daily charges will continue until the account is brought current. Tenant acknowledges that the late fees are necessary for reasonable compensation for Landlord's costs, expenses and risks resulting from delays in payment. In the event that Landlord must send an account to an outside source for collections, Tenant agrees to be responsible for all costs and penalties that apply. These costs will be as great as state law allows.

- 4. Use of Apartment:** Tenant shall use the Apartment and related facilities only for student residential purposes. As an inducement to Landlord entering into this Agreement, Tenant represents and certifies that: (i) Tenant is enrolled, or has been accepted for enrollment no later than the current or next semester, at Dixie College, or at an educational institution such as a beauty college, dental hygiene institute or similar institution, enrolled in daytime and/or evening classes; (ii) Tenant shall maintain this student status at all times during the rental term; and (iii) Tenant has never been terminated or evicted as a Tenant for violation of a rental agreement or violation of applicable rental or school standards or dismissed from a school for any reason.
- 5. Acceptance of Apartment:** At time of occupancy, Landlord and Tenant will walk through the apartment and sign a walk-through list regarding the Apartment's condition. Except as otherwise listed on that walk-through list, Tenant's commencement of occupancy constitutes conclusive evidence that Tenant accepts the Apartment "as is," in good condition and without warranties of any nature, except as expressly provided herein.
- 6. Utilities:** Landlord shall pay all expenses for water, trash pickup and basic television access. Tenant shall pay all electricity, telephone, and sewer. Proof of utilities in the name of the Tenant is required in the manager's office.
- 7. Pets and Hazardous Items:** Tenant shall not keep or allow to be kept any aquarium, dog, cat, bird, fish, or other animal in the Apartment. Tenant further shall not store, keep or maintain anywhere in the Apartment or in the apartment complex, or in any vehicle parked in or around the Apartment complex, any firearm, fireworks, explosives or other dangerous weapons, or any hazardous materials. Comfort or service animals are allowed with an additional deposit of \$2000.00 due upon move-in to cover any possible damage caused by said animals. Comfort/service animals are not allowed if all existing Tenants do not agree or are adversely affected by animals.
- 8. Cleaning and Repair:** *Tenant shall keep the Apartment and all furnishings therein clean and in good condition and repair* (reasonable wear and tear expected). Upon termination of this Lease, Tenant shall surrender the Apartment to Landlord in the same condition as when Apartment was entered into by Tenant, reasonable wear and tear expected. Tenant consents to regular Apartment inspections (which may be at least monthly) to verify compliance with this Agreement.
- 9. Waste and Nuisance:** Tenant shall not cause or allow any waste or destruction to the Apartment, to any furnishings or to any other area of the apartment complex nor any acts or practices which may be a nuisance or menace to anyone.
- 10. Compliance with Laws:** During Tenant's occupancy of the Apartment, Tenant shall fully comply with all applicable laws and regulations.
- 11. Indemnification:** Tenant shall indemnify and hold harmless Landlord, and Landlord's agents, successors and assigns, from all claims, damages, and liabilities occurring or accruing as a result of Tenant's violation of any provision of this Agreement.
- 12. Assignment:** Tenant may not assign, transfer or sublease any of Tenant's interest in this Lease or in the Leased Premises without Landlord's prior written consent. If Tenant, for any reason, vacates the Apartment and desires to obtain a substitute for Tenant's obligations under the remainder of this Lease, Tenant shall be solely responsible to locate any such substitute for Landlord's review and approval and shall pay a transfer-evaluation fee of **\$250** (which approval is at Landlord's sole discretion). Tenant is responsible for all rent on original lease until full amount of rent remaining on original lease is paid by Tenant's substitute.
- 13. Remedies on Default:** Should Tenant default in any provision of this Agreement, and such default should continue, after written notice by Landlord to Tenant, for 5 days (exclusive of any nonpayment of money and exclusive of any violation specified herein authorizing immediate termination), all money previously paid by Tenant shall be non-refundable and Landlord may, in addition to all other remedies available under law and equity: (i) terminate this Lease and remove the Tenant from the apartment; or (ii) alternatively, without declaring this Lease ended, re-let Tenant's interest in the Apartment for the remaining portion of the Lease term and on such other terms and conditions and for such reasonable rent as Landlord may deem proper. In such an event, Landlord may collect those rentals or any other rent that may thereafter become payable and apply the same toward the amount due from Tenant hereunder. Should such rental be less than that herein agreed to be paid by Tenant, Tenant shall pay to Landlord the difference between the agreed Lease payment under the terms of this Lease and the rental under the new lease agreement during the remainder of the term of this Lease. Tenant shall also be liable to Landlord for all costs and expenses incurred by Landlord in re-leasing the Leased Premises, plus all costs and expenses reasonably incurred in making changes and corrections to the Leased Premises to facilitate such re-leasing, plus all of Landlord's costs and attorneys' fees.
- 14. Access by Landlord:** Landlord or Landlord's agent, shall, upon reasonable notice to Tenant, have the right to enter the Apartment to examine the same, to show the Leased Premises for sale or rental and to make such repairs, alterations, improvements or additions as Landlord may reasonably deem necessary or desirable. Nothing herein shall be deemed to impose upon Landlord any obligation for the care, maintenance or repair of the Apartment, except as otherwise herein specifically provided. Law Enforcement shall also have the right to enter the Apartment.
- 15. Quiet Enjoyment:** As long as Tenant timely pays the rents provided herein, and timely complies with this Agreement, Tenant shall peaceably and quietly hold and enjoy the Apartment for the lease term.

16. **Holding Over:** Any holding over after the expiration of the lease term absent any extension hereunder, shall be construed to be a tenancy at will and not an extension of this Lease.
17. **No Waiver:** Landlord's acceptance of any partial payment shall not constitute a waiver of any default arising from such partial payment nor of any remedies for default resulting there-from. Landlord's waiver of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained unless such waiver is given in writing.
18. **Notices:** Any notices required to be sent to the parties hereunder may be made by personal delivery or by certified or registered mail, return receipt requested. Notices may also be sent in the form of an email or text message.
19. **Partial Invalidity:** The invalidity or unenforceability of any term, covenant or condition of this Lease shall not affect the validity of the remainder of this Lease, which shall continue to be valid and enforceable.
20. **Default:** Either party defaulting in any of the covenants or agreements contained herein shall pay all costs and expenses, including reasonable attorney's fees, incurred by the other party in enforcing its rights arising under this Agreement, whether incurred through legal action or otherwise.
21. **Binding:** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, agents, personal representatives, successors and assigns.
22. **Entire Agreement:** This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements between the parties. This Agreement may not be changed by any party hereto except by written agreement between the parties.
23. **Paragraph Numbers and Headings:** Headings and paragraph numbers have been inserted herein solely for convenience and reference and shall not be construed to affect the meanings, construction or effect of this Agreement.
24. **Contact Information:** Tenant and Parent will provide the following contact information which Landlord will not be allowed to share with 3rd parties except in an emergency and will only use to contact the parties and secure the lease:

TENANT:		Name of PARENT/GUARDIAN:	
Permanent Address:		Address:	
Cell Phone:	Other Phone:	Cell Phone:	Other Phone:
Email:	Social Security #:	Email:	Social Security #:
Name of person to contact in the event of Tenant's emergency:			
Address & phone of emergency contact:			

LANDLORD:

TENANT/STUDENT:

PARENT/GUARDIAN:

Signature of Apartment Manager

Signature

Signature

Date

Print Name

Print Name

EXHIBIT A - Campus Villas Student Apartments - Residential Rules and Regulations

These Rules and Regulations are set forth for the enjoyment, safety and welfare of each Tenant. They are for the protection and preservation of the apartments and premises. Any questions may be answered by calling (435) 619-4553 or (435) 656-9075, or emailing the office: campusvillas@gmail.com. Guests are subject to the restrictions under the Lease, including these Rules and Regulations. Each Tenant is responsible for the actions of that Tenant's guests. If a Tenant desires to report misconduct in an Apartment, complaints should be given to the manager in writing. Complaint forms are available in the Campus Villas office and online at www.campusvillas.com.

1. Tenant is strongly advised, and is solely responsible, to secure insurance to protect Tenant's own personal properties (Landlord's insurance will not cover personal belongings or provide alternate reimbursement or remedy in the event of a fire, flood, theft, etc.)
2. Damages caused by any Tenant or its guests will be charged to the Tenant responsible or if the responsible party cannot be identified, the occupants of the entire Apartment will be obligated to split the charges. (For example: If the toilet is clogged by something flushed that should not have been --such as female hygiene products or other foreign objects -- the occupants will be charged.)
3. In the winter, the thermostat on the furnace must not be turned off or below 65 degrees to prevent frozen pipes, especially over the holiday breaks.
4. If Tenant loses any key to the Apartment, pool or mailbox, Tenant will be charged \$50 to rekey the Apartment and issue new keys to Tenant and Tenant's roommates. If Tenant is locked out during business hours, Tenant may obtain a temporary spare key from the complex office. After hours, or on weekends there will be a \$40 charge for Landlord's locksmith to pick open the door. (Tenant may call another locksmith to let Tenant in, but in no event may any person kick in the door, break a window or tear a screen off the window—Tenant will be charged for any such damages).
5. Ironing should only be done on an ironing board, not the floor, furniture, countertops, etc. Any damages will be charged to the Tenant (or among the occupants, as applicable).
6. Tenant is required to provide his or her own shower curtains. A mattress pad will be provided and **MUST** be on the mattress at all times.
7. Tenants are responsible to supply and change their own interior light bulbs after taking possession of the Apartment (Landlord shall replace outside light bulbs).
8. Laundry facilities are located in each Apartment. The washers and dryers should not be overloaded and proper precaution should be taken to remove items from pockets and to keep straps from tangling around the agitator. (Any repairs due to Tenant misuse will be charged to the Tenant).
9. A dishwasher is located in the Apartment; and only dishwashing detergent should be used for that purpose. Do not use hand soap, liquid dish soap, etc. Also, all dishes should be pre-rinsed before being placed in the dishwasher.
10. Screens are on every window. If screens are destroyed, bent or missing, Tenant will be charged for replacement.
11. In addition to other restrictions in the Lease, the following are not permitted in the Apartment: candles; decorative string lights on walls or ceiling; live Christmas trees; potted plants on the floors; beds on cinder blocks; or nails in the walls. No barbeque grills are allowed in any Apartment or on the complex.
12. Bike racks are provided for Tenant use only. Bikes must be stored in the bike racks provided and are not permitted in the Apartment, hallways, or chained to trees, etc.
13. The following activities are expressly prohibited, with the Tenant upon violation subject to immediate eviction, without requirement of any further notice, without any grace period for correction, and without refund of any money previously paid:
 - a. Tenant's smoking including e-cigarettes or possession of illegal drugs or alcoholic beverages or hookahs anywhere on the Apartment complex;
 - b. Tenant's allowance of overnight guests without prior permission of the Apartment Manager;
 - c. Tenant's allowing a person of the opposite sex, including other tenants of Campus Villas, to enter into any Apartment bedroom or to stay overnight in the Apartment; or
 - d. Tenant's fighting or other disorderly or immoral conduct, or profanity or vulgarity.
14. No mechanical work or car washing will be permitted in the parking lot.
15. Furniture/furnishings shall not be altered or removed from the Apartment. Any posters must be hung with materials that will not damage walls.
16. Tenants shall put all garbage in the dumpster provided (garbage pick-up is in the mornings). No parking is allowed in front of any dumpster.
17. Quiet hours are after 11:00 p.m. on weekdays and 12:00 midnight on weekends. Each Tenant is to be considerate of other Tenants' needs. Stereos are allowed only if played low enough not to disturb others. Abuse of these reasonable sound restrictions will result in the loss of this privilege.
18. Unless changed by Landlord after notice to Tenants, visiting hours for guests shall not extend beyond 11:00 p.m., Sunday through Thursday; and 12:00 a.m., Friday and Saturday.

LANDLORD:

TENANT/STUDENT:

PARENT/GUARDIAN:

Signature of Apartment Manager

Signature

Signature

Date

Print Name

Print Name

(Rev. 02/2016)

EXHIBIT B - Campus Villas Recreation/Swimming Pool Policies

All facilities are for use by Campus Villas residents only. A limited number of guests at discretion of management, if accompanied by a resident, may use the facilities. No pool parties are allowed. If a Tenant desires to report misconduct in an Apartment, complaints should be given to the manager in writing. Complaint forms are available in the Campus Villas office and online at www.campusvillas.com.

1. Pool hours shall be as posted at the pool.
2. Residents will be responsible and liable for their guests and the actions of their guests. Residents will inform their guests of Campus Villas Rules/Regulations and Swimming Pool Policies and will make sure that their guests abide by all rules.
3. **Swim at your own risk.** Campus Villas owners/management are not responsible for any and all injuries while using swimming pool facilities. Be aware that there is **no lifeguard on duty at any time.**
4. No running, jumping, diving or boisterous activity is allowed in the pool area.
5. No glass containers are allowed in the pool area.
6. Appropriate swimwear must be worn while in the pool area---no cutoffs, no thong-type swimwear is allowed.
7. No food or beverage is allowed in the pool.
8. No guests under the age of 16 will be allowed in the pool area without adult supervision.
9. Residents will be courteous of others who are using the facilities. Residents will have first priority over any guests using Campus Villas facilities.
10. Management reserves the right to restrict or refuse use of Campus Villas facilities.
11. Any violation of Campus Villas Recreation/Swimming Pool Policies by residents or their guests may result in suspension of swimming pool privileges.

LANDLORD:

TENANT/STUDENT:

PARENT/GUARDIAN:

Signature of Apartment Manager

Signature

Signature

Date

Print Name

Print Name