

Rize Property Management

1600 South State St. • Salt Lake City, UT 84115
(801) 210-7002



1. Residency and Financials

1.1 PARTIES AND OCCUPANTS

THIS AGREEMENT, entered into the date first written below is between the parties listed herein for the Premises located as follows:

<<Tenants (Financially Responsible)>>

and <<Co-Signer(s)>> (co-signer(s))

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

<<Other Occupant(s)>>

being all the allowed Occupants of the Premises under the age of eighteen; **and**

<<Company Name>>(hereinafter referred to as "Owner").

<<Unit Address>>(herein referred to as the "Premises") is for use as a private residence only, according to terms set forth herein. No other occupants shall reside in the Premises except as listed above. Occupancy by guests remaining over three consecutive days or more than five days in any calendar quarter will be considered to be a violation of this provision unless prior written consent is given by Owner. Owner may restrict any guest for any or no reason.

This Agreement may not be cancelled once executed by Resident without the express written consent of the Owner.

1.2 RENT AND FEES

Monthly Rent: <<Monthly Rent>>Pro-rata Rent: **<<Prorated Rent>>**

Security and/or Animal Deposit: <<Security Deposit Charges>>

Late Fee: **<<Late Fee Rule>>** Late Fee is Due if full payment is not received before 5:00 pm on the 5th day of the month.

Non-Refundable Lease Initiation Fee: **\$Lease Initiation Fee**

Non- Refundable Cleaning Fee: **\$Cleaning Fee**

Monthly Utility Billing Fee: **\$Utility Service Fee**

Monthly Flat Fee Utility Charge: **\$Flat Fee**

Monthly Solar Panel Fee: **\$Solar Panel Monthly Fee**

Monthly Cable TV and/or Internet Fee: **\$Cable or Internet Fee**

Monthly Common Area Maintenance Fee: **\$Common Area Maintenance Fee**

Monthly Parking Fee: **\$Parking Fee**

Monthly Storage Fee: **\$Storage Fee**

Monthly Property Tax: **\$Property Tax**

Monthly Washer/Dryer Income: **\$WasherDryer Rent**

Resident Benefit Package: **\$Resident Benefits Package**

Sprinkler/Swamp Cooler Start-Up/Shutdown Per Service Fee: **\$SprinklerMechanicals Start Up Fee**

Responsible for Yard Care (clause 3.10 of lease): **Responsible for Yard Care YesNo**

Service of Notice Fee: **\$75.00** Eviction Turnover Fee: **\$50.00** Month to Month Fee: **\$Month to Month Fee**

Non-Refundable Animal Fee: **\$Animal Fee** Monthly Animal Rent: **\$Monthly Animal Rent**

Lease Term

Commencement Date: **<<Lease Start Date>>**

Initial Term End Date: **<<Lease End Date>>**

1.3 MOVE IN CONCESSION

Subject to completion of the terms of this lease, Owner shall grant to Resident the following discounts:

Move In Concession

In the event Resident fails to complete the entire term (regardless of the reason, even eviction by Owner) or violates any other term of this Agreement, Owner shall be entitled to recover the amounts stated above that were discounted to Resident. It is agreed that any concession shall be deemed a rental payment deferment which shall become due and payable upon breach or at the termination of the lease unless the lease is completed wherein the deferred rental payment shall be forgiven.

1.4 TERM

The initial term shall commence on Commencement Date and will end on the Initial Term End Date. Occupancy will start on the commencement date 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. If the Premises are not available for more than seven (7) days, Resident's sole remedy is to terminate this agreement and be entitled to a refund of any security deposit and any rent paid. This Agreement will automatically renew on a month-to-month basis unless written notice of termination is given by either party as required herein. The above month-to-month fee shall be added to the Monthly Rent in the event Resident remains in the Premises after the expiration of the Term, no notice is necessary. Additionally, Owner may change the Rent and Fees on a month-to-month tenancy upon thirty (30) days written notice. In the event this Agreement extends beyond the Initial Term End Date above on a month-to-month tenancy, such tenancy shall then terminate only on the last day of a month. If the Initial Term End Date is not the end of a calendar month, then the Monthly Rent and Fees due for the remainder of the month during which the Initial Term End Date occurs will be the Rent and Fees listed above. On the 1st day of the next month after the Initial Term End Date the Month-to-Month Fee will apply, along with any other changes permitted by this Agreement. The Lease Initiation Fee above shall be paid upon execution of this Agreement and shall be deemed consideration for the institution of this Agreement and is not a deposit. The Pro-rata rent charged is a stated amount and is not related to the Monthly Rent. Owner shall be entitled to the Eviction Turnover Fee for the work processing the paperwork to the attorney for an eviction after failure of the Resident to comply with any eviction notice. Resident shall pay this fee once the work is done regardless of whether the eviction is filed. The Initial Term End Date may provide that the Agreement terminates up to five days prior to the end of the final month. Resident shall be responsible for payment of the entire month's rental for that final month without proration.

1.5 SECURITY DEPOSIT

1. Resident agrees that security deposit above shall be payable on/or before signing of this Agreement. Any sums due or owing by Resident to Owner may at any time be deducted from said deposit; deductions shall be used to pay non-rent items first. Resident agrees to promptly reimburse the security deposit within three (3) days after notice is given and Resident may not apply any portion of the security deposit to any month's rent nor any other obligations during occupancy. *Resident's security deposit will be refunded in full, if all of the conditions of this Agreement are fulfilled, including:*

- a. The full Agreement term 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.
- b. Resident has provided a written notice of intent to vacate as required by this agreement to Owner prior to the Initial Term End Date and/or the notice required by this agreement if on a month to month the appropriate days prior to the last day of the month Resident intends upon vacating. This provision does not allow Resident to terminate the Agreement prior to the expiration of the initial term but does require the appropriate and timely notice of the intent to vacate at all times.
- c. Resident has no other monies due pursuant to any term or condition of this Agreement or any other amounts due to Owner from any other agreement, arrangement, addendum, or other indebtedness.
- d. Resident has thoroughly cleaned the Premises, appliances, and fixtures. Resident acknowledges that there are specific charges that Owner may charge for cleaning and damages. Those charges are agreed to by Resident and Resident does affirmatively agree to have Owner's agents inspect the Premises prior to move-out. Owner will be entitled to and may deduct from the security deposit monies due pursuant to the Owner's cleaning charge list and all other reasonable charges to accomplish cleaning or repair from damage to allow the premises to be rented.
- e. All individuals using or occupying the Premises have surrendered the Premises to Owner, and all keys to the mailbox, storage rooms, Premises, and all other keys and passes related to the Premises are turned in to the Owner.

2. Within thirty (30) days following the later of Resident's surrender of said Premises to Owner or Resident providing a forwarding address, Owner will forward to Resident, in a manner allowed by law, the balance of the security deposit and a statement of any deductions and charges. Resident shall be obligated to provide Owner with a forwarding address within five (5) days of vacating the Premises. Owner may forward any applicable refund to Resident via electronic means and may deliver any statement of deductions and charges via electronic means.

3. It is the Resident's obligation to provide Owner with all required notices in writing prior to move-out and arrange for an inspection of the

Premises by Owner using the Move-In and Move-Out Inventory and Condition Form. Resident agrees to the charges as stated and as may be amended on the Move-out Form. In the event there are charges in excess of the security deposit, Resident agrees to pay such amount upon demand.

1.6 UTILITIES

Utilities shall be used for ordinary household purposes only. Owner may at Owner's discretion elect to enter into utility agreements directly with the utility provider, through an agent or other servicer and pass such charges on to Resident along with administrative fees. If Owner does not elect to establish utility service, Resident, in its own name, shall initiate and establish utility services for which it is responsible immediately. Resident is responsible for payment of all utilities and charges and administrative fees related to such utilities except those listed below or those for which a separate agreement is entered into concurrently. 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. In any event, Resident shall be responsible for its own telephone service, internet, and media service (unless specifically stated otherwise), and any other optional service which may be deemed a utility. Resident must obtain written approval to install a satellite dish and must sign an addendum to this Agreement prior to installation. If Resident fails to establish the utilities for which it is responsible, Owner may, in Owner's sole discretion, terminate this Agreement or bill Resident a handling fee of \$50 per utility per month. All Residents shall have both gas and electrical service and Resident's failure to initiate both gas and electric service in Resident's own name if specified below shall constitute cause for termination of this Agreement, in Owner's sole discretion. Owner may establish a policy for payment of utilities, including but not limited to electric, gas, sewer, water, and garbage and may charge Resident a monthly administrative fee for such utility billing. Utilities that are not directly metered may be prorated by Owner by any method of proration determined to be reasonable by Owner in its sole discretion. Notwithstanding that Owner does not charge an administrative fee during the term of this Lease, Owner shall not be deemed to have waived such right and expressly reserves the right to charge or modify such fee and charge such fee at any time.

Utilities to be paid by Owner	None, All Resident responsibility
Utilities to be established by Owner in Owner's name	Electric, gas, sewer, water, garbage, internet (if applicable)
Optional utilities to be established by Resident and which shall be the sole responsibility of Resident.	Telephone, cable and all other optional services deemed a utility

If a separate Utility and Services Addendum is included with this Agreement, to the extent that the terms of the Utility and Services Addendum conflict with those of the Lease, the Utility Addendum shall control.

1.7 CREDIT CHECKS

Resident agrees that Owner may conduct background, criminal history, and credit checks at any time after application, during the term of this Agreement or thereafter so long as Resident has an outstanding balance due to Owner. Resident grants consent to Owner and its agents to disclose information about Resident so long as Resident has an obligation under this agreement.

1.8 INSURANCE

Resident shall be obligated to maintain liability insurance for Owner. Coverage is required in the amount of One Hundred Thousand Dollars (\$100,000.00) for damage to Owner's and third party's property with the provisions covering at least perils of fire, explosion, sewer backup, smoke, and accidental water discharge. Owner shall be named as an additional insured or listed as an interested Party on Resident's policy. Such policy shall be written as a policy not contributing with and not in excess of coverage which Owner may carry. It is agreed that Owner carries insurance for its protection and that Resident is not a beneficiary of such insurance. Resident shall be responsible to Owner for all costs of repair for damages as stated herein and within this agreement regardless of insurance that Owner may carry. Failure to have and maintain renter's insurance as required herein shall be deemed a significant breach of this agreement. Resident shall provide evidence of insurance upon demand by Owner within three (3) business days. In the event Resident fails to maintain renter's insurance, Resident shall be liable to Owner and such other Residents for any and all damages sustained due to Resident's negligence, actions, inactions, or such other events as may cause damage. Resident acknowledges that Owner shall not be liable for damages caused to it or its property due to the actions or inactions of other residents. Owner may, by addendum, require other means by which Resident will be required to fulfill this obligation. Owner may charge administrative fees/costs associated with assisting Resident in fulfilling the obligations in this provision.

1.9 SPECIFIC OBLIGATIONS

Specific Obligations

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
Initial Here

2. Policies and Procedures

2.1 RULES AND REGULATIONS

Resident, its guests, and other occupants shall comply with all written rules and regulations which shall be considered part of this Agreement. Such rules and regulations shall be available from Owner, and Resident acknowledges receipt of such Rules and Regulations. Owner may make reasonable rule changes if made in writing and notice is given to Resident. Resident agrees that the conduct of Resident, its guests or other occupants shall not be disorderly, boisterous or unlawful and shall not disturb the rights, comforts, or convenience of other persons. Resident is responsible for the actions of its guests, occupants, invitees, and others on the premises due to Resident. Resident shall be liable to Owner for any damages to the premises regardless of who caused the damage unless specifically caused by Owner or Owner's actions or inactions as described herein. Owner may regulate the use of patios, balconies, and porches. Owner may regulate signs, flags, and displays which can be seen from the exterior. Sidewalks, steps, entrance halls, walkways and stairs shall not be obstructed or used for any purpose other than ingress or egress. The Premises are to be used only as a residence and may not be used for any business. The Premises and other areas which are reserved for Resident's private use shall be kept clean, sanitary, and free from clutter by Resident. Resident agrees to ensure that the Premises are not a fire or safety hazard. If Owner determines, in its sole discretion, that the Premises are unclean, too cluttered, or a fire or safety hazard, Resident agrees to remedy problems with appropriate notice. Garbage shall be disposed of only in appropriate receptacles. Owner may regulate trash and its disposal, including limitations on amounts and types of trash/garbage that may be placed in its receptacles. Resident understands and agrees that Owner may refuse to accept any package on Resident's behalf, even if Resident has authorized owner to do so. If Owner does accept a package or delivery on Resident's behalf, Owner has no obligation or liability for failure to deliver such item to Resident. Swimming pools, storage rooms, laundry rooms and other facilities, amenities, and common areas (if provided) are available to Resident as a privilege and not a right granted under this Agreement, and are to be used wholly at the user's risk. Any person including Resident may be restricted from usage at Owner's sole discretion. All written rules may be enforced through Owner's representatives or agents and Resident shall hold same harmless for reasonable enforcement. Owner may regulate the manner, time and place of all parking. Owner may regulate, limit, or prohibit from the premises and the areas owned by Owner the following: swimming pools, motorcycles, trampolines, commercial equipment, non-residential materials, weight or workout equipment, bicycles, tricycles, 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 been disturbing the peace or disturbing other residents, may cause a threat to other tenants or who have or may be violating rules and regulations. Resident acknowledges the review of such rules and regulations and agrees to be bound by them. Such rules and regulations may be changed or modified at any time with thirty (30) days' notice to Resident. Resident agrees that all firearms and weapons are restricted from all the common areas, amenities and other areas controlled by Owner.

2.2 PARKING

Owner may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreation vehicles by anyone. Owner may also restrict the size and type of vehicles. Owner may have unauthorized or illegally parked vehicles towed at the expense of the owner of such vehicle. A vehicle is unauthorized or illegally parked if it: (1) has a flat tire or other condition rendering it inoperable; or (2) is on jacks, blocks, or has wheel(s) missing; or (3) has no current license or no current inspection sticker; or (4) takes up more than one parking space; or (5) belongs to a Resident or Occupant who has surrendered or abandoned the Premises; or (6) is parked in a space marked for the manager, staff, or guest at the office; or (7) is parked in a marked handicap space without the legally required handicap insignia/placard; or (8) blocks another vehicle from exiting; or (9) is parked in a fire lane or designated "no parking" area; or (10) is parked in a space marked/reserved for other resident(s) or unit(s); or (11) is parked on the grass, sidewalk, or patio; or (12) blocks garbage trucks from access to a dumpster or maintenance from maintenance areas. Any Addendum or Rules and Regulations created by Owner relating to parking shall supersede this provision to the extent there is a conflict with this provision.

2.3 PROHIBITED CONDUCT

Resident and Occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner, disturbing or threatening the rights, comforts, health, safety, or convenience of others (including Owner's agents and employees) in or near the Premises; disrupting business operations; engaging in any gang related activity; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state or local law; discharging a firearm in the community; displaying or possessing a gun, knife, or other weapon in the common areas in a way that may alarm or threaten others; tampering with utilities or telecommunications; bringing hazardous materials into the community; or performing any act or action that will injure Owner's reputation by making bad faith allegations against Owner to any third party.

2.4 SUBORDINATION

This Agreement as executed is subject and subordinate to the mortgage or mortgages financing the Premises, which are of record or may

become of record during the term of this Agreement and any renewals, extensions, or modifications thereof, and subject to the provisions of any regulatory agreement with any Housing Authority and others that burden such property. Upon notice, Resident agrees to be the tenant of a new landlord, management company, or owner of the Premises upon such new owner's acquisition of the Premises and agrees that foreclosure by a mortgagee shall not void this Agreement.

2.5 GENERAL

No oral agreements have been made. Nor shall any oral agreements be allowed between the parties. This Agreement is the entire agreement between the parties, supersedes any prior discussions, emails, offers, drafts, or other verbal or written statements and may be modified only in writing signed by all parties except for reasonable rule changes or additions to the Owner's "Rules and Regulations." A breach of any Addendum or settlement agreement entered into in conjunction with this Agreement, including the breach of any confidentiality provision of a settlement agreement, will be considered to be a material breach of this Agreement and grounds for eviction. This Agreement integrates all previous agreements except those entered into concurrently. 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 by Owner of Resident's right of occupancy. **Resident may not withhold rent or offset against rent** except as specifically allowed and provided for by law. In the event of more than one Resident, each Resident is jointly and severally liable for each provision of this Agreement. In addition, each Resident shall be jointly and severally liable for any statutory damages accessed pursuant to state law, even if one Resident vacates the Premises. No Resident shall be released from this Agreement unless agreed to in writing by Owner. Liability under this Agreement continues until all occupants and Residents vacate or a new lease is signed. In the event any Resident transfers to other premises, any amounts due for rent or damages shall automatically transfer as rent to the new premises and shall be immediately due. Resident shall not be entitled to interest on security deposits. All Residents' obligations are to be performed in the County where the Premise is located. Owners 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, attorneys' fees, court costs, and all other costs from the defaulting party regardless of whether the matter is litigated or not. **All amounts past due and/or in any lawsuit the entire judgment shall bear interest from due date at the rate of twenty four percent (24%) per annum compounded daily until paid.** Any clause declared invalid by law shall not invalidate the remainder of this Agreement. In the event Resident brings a claim against Owner or its agents with a state or federal agency (other than a claim under the Fair Housing laws), Owner shall be entitled to recover as against Resident any attorneys' fees and/or costs and damages for its time (including an hourly rate for Owner or its agent'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 the Premises (including temporary or vacation rentals to third parties). Specifically, the unit may not be used for any type of vacation or temporary rental (including but not limited to Airbnb, VRBO, and like entities). Resident shall not list the Premises for purposes of sub-leasing or vacation type rental. In the event obligations under this agreement and/or its addendums is assigned to a licensed collection agency or attorney, a collection fee of forty percent (40%) of the debt/obligation assigned shall be added to the amount owed pursuant to the terms hereof and as allowed by law. It is agreed that all indemnifications, hold harmless, and limitations of liability as stated in this agreement shall survive the expiration of the Agreement term and/or the termination of the Agreement. Resident and Owner agree, to the maximum extent allowed by law, to a waiver of jury trial.

2.6 LIMITED LIABILITY

It is agreed that Owner will not be liable for any damages or losses to person or property caused by any Resident or any other person including, but not limited to, any theft, burglary, assault, vandalism, or other crimes or tortious behavior. Resident agrees to be responsible for its own property and for its own safety. It is acknowledged and agreed that although Owner is responsible for the upkeep of common areas, parking lots, sidewalks, and areas of the community not subject to control by Resident, Resident agrees to accept liability and responsibility in the use of these areas. It is agreed that once Owner gives notice to Resident by any means of any potential hazard, it is Resident's obligation to avoid the hazard, or it assumes the risks of the hazard. It is acknowledged and agreed that Resident's duty of care shall be significant as it pertains to its awareness of use of areas under control of Owner. **It is the agreed intent of this Agreement (to the greatest extent allowed by law) that Owner shall not be liable for personal injury or for damage to or loss of Resident's personal property (furniture, jewelry, clothing, etc.) unless caused by gross negligence of Owner, its agents, management, or assigns.** It is specifically mutually agreed that Owner shall NOT be liable for any damages (personal injury or to property) directly or indirectly caused by any other past or present occupant, resident, tenant, or guest. Owner shall not be liable to Resident for any type of damages from fire, flood, water leaks, theft, rain, hail, ice, snow, smoke, structural problems, environmental issues, toxins, mold or mildew, or contamination left by prior residents, explosions, interruptions of utilities, acts of God, or negligent behavior of Owner or its agents, unless such injury or damage is caused by *gross negligence* of Owner or its agents. **OWNER REQUIRES THAT RESIDENT SECURE RENTERS INSURANCE TO PROTECT AGAINST ALL OF THE ABOVE OCCURRENCES.** Owner shall hold Resident liable for any damages caused by Resident, its occupants, guests and/or invitees including but not limited to fire, flood, explosion, water damage, and pests. Owner strongly suggests and recommends that Resident obtain additional insurance to protect its own belongings. Resident agrees to indemnify and hold harmless Owner and its representatives from any and all liability for actions or inactions of Resident which cause damage or injury to any party or person. Resident agrees that locks and latches are acceptable subject to Owner's duty to make needed repairs upon request of Resident. It is acknowledged and agreed that Resident had other options available for obtaining housing and chose to enter into this agreement with the limitation on liability of Owner. Further, Resident acknowledges that it had to qualify to enter into this agreement. Upon payment of a reasonable charge, Resident shall have the right to require 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 entry. If Resident takes any action to restrict Owner's access, Owner may take such action to restore access and Resident shall be obligated for the costs. Resident shall pay for and replace smoke detector and/or carbon monoxide detector batteries (if in Premises) as needed. If Owner's employees are requested to render services not contemplated in this Agreement, Resident agrees to hold Owner harmless for all liability regarding the same. Owner may provide security patrols and/or security equipment (including cameras) 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. It is acknowledged that the Premises

have been occupied and used by other individuals and that Owner cannot represent what such persons have had or done within the Premises. Resident acknowledges that it will not hold Owner, its agents, or employees 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. Owner does not warrant that other tenants will have or maintain renter's insurance, and shall not be liable for damages resulting from the actions of such other tenants. Rental insurance obtained by Resident must have a non-subrogation provision as against Owner and Owner's insurance. Resident expressly agrees and understands that Resident will not be considered a co-insured under Owner's commercial insurance policy for purposes of subrogation, and Resident agrees to be responsible for damage resulting from a fire, flood, explosion, and water damage caused by Resident, its guests, occupants, and invitees. It is the intent of the parties that this section be applied so as to provide the maximum allowable protection from actions against Owner and that any provisions determined to violate law or policy be severed only to the minimal extent possible leaving all other provisions intact. It is expressly understood and agreed that the liability of Owner to Resident under this agreement is restricted solely to the interest of Owner in the Premises. No officer, director, shareholder, employee, manager, or Management Company, or agent shall have personal liability under the terms of this agreement. Resident agrees to look solely to Owner's equity, interest, and rights in the Premises for satisfaction of any claims or damages or other remedies of Resident. Owner shall not be liable for consequential or punitive damages.

2.7 TAX PASS-THROUGH/FEE INCREASE

Owner may pass through to Resident a pro-rata amount of the property taxes assessed against the entire premises. Such amount shall be billed monthly and be deemed to be part of the rent due each month. Owner shall inform Resident of the assessment at the commencement of the term (or may commence such assessment at any time with thirty days' notice) and may increase such assessment upon thirty (30) days written notice. Owner may utilize any such formula for pro-rating the tax assessment provided that the aggregate amounts billed to all residents may not exceed the actual property tax. This shall not be deemed payment of a tax by Resident but an additional fee provided for under this agreement. If, during the Agreement term, taxes (non-property), utilities, governmental fees, or other common expenses paid by Owner increase in any year in excess of five percent (5%), Owner may increase Resident's monthly rental amount in a pro-rata amount (formula to be determined by Owner) with 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. Business license fees may be directly passed on to Resident as they are imposed by any municipality. Payment of such amount is due five (5) days after Owner sends the billing. Owner may not assess Residents an amount greater than Owner is assessed. Owner may make any such assessments based upon a reasonable formula that requires one hundred percent of the new assessment to be paid by the Residents. In addition, if Resident is on any housing assistance and the amounts allowed to be charged under any governmental program increases during the Agreement term, Owner may, with proper approval from the governmental agency, increase the monthly rental in accordance with the program increases. Resident shall be given a thirty (30) day notice of the increase.

2.8 CASH PAYMENTS

Resident agrees that it will not make any payment required by this agreement in cash. Cash will not be accepted by Owner and any cash payment shall not be deemed to be a valid payment on any obligation under this agreement. Resident agrees to notify Owner of any request by any agent, employee, or manager to make any payment in cash. No cash payment shall be evidence of any payment required by this agreement. However, this provision shall not apply to any payments which are made to Owner's attorney pursuant to an eviction or collection matter.

2.9 MISCELLANEOUS

Monthly Rent is due on or before the first day of each month by 5:00 p.m. local time. Rent paid after such date and time is delinquent. If all rent and other accrued fees are not paid on or before the date stated in Rent and Fees above, before 5:00 p.m. (time determined by time at Owner's office), Resident agrees to pay a late charge as stated above. Any payment due must be paid before 5:00 pm on the due date or will be deemed paid late and subject to legal action at that time. Owner acceptance of rent from any person, not identified as a Resident or an authorized Occupant, shall be deemed to be the payment of rent on behalf of Resident and shall not constitute Owner's consent for said person to occupy or reside in the Premises. Use of a rental payment drop box, if one is provided by Owner, is for Resident's convenience. The risk of receipt of funds when such box is used is Resident's risk, and not Owner's risk. At Owner's discretion, Owner may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. Any check or other instrument returned shall accrue the maximum charges as allowed by law which shall be in addition to the late fees. Any check or other instrument returned shall accrue the maximum charges as allowed by law which shall be in addition to the late fees. In the event, Owner determines to serve any notice upon Resident due to Resident's failure to pay rent, any nuisance related to Resident's tenancy, or for Resident's violation of this Agreement (including Rules and Regulations), Resident shall be liable to Owner for the Service of Notice Fee stated above. Owner may without notice require payments in money orders, certified funds or any other method of payment including electronic payments. 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 after Resident gives notice in writing of such payment. Resident shall notify Owner in writing when paying electronically. Owner may require electronic payments to be made through a designated payment portal and may establish Rules and Regulations governing such electronic payments. Resident agrees to pay any service fees charged by third-party vendors in conjunction with electronic payments. **Any dispute in amounts due by Resident must be stated in a separate written notice provided to Owner and not merely stated on the face or rear of a negotiable instrument.** Such dispute must be mailed to the Owner at the registered agent's office or delivered to the address herein. As used in this Agreement, rent shall mean all obligations of this Agreement (and addendums) owed to Owner, including but not limited to, monthly rent, late fees, service fees, attorneys' fees, damages, month-to-month fees, utilities, court costs, pet fees, taxes, and security deposits. However, payments shall be deemed to be applied in the following order: first to damages, security deposits, late fees, services fees, month-to-month fees, other fees, court costs, attorneys' fees, any and all other amounts

due, and lastly to rent. The Lease Initiation Fee provided herein shall be deemed to apply to the operational costs of Owner in preparation of documents, files, and such other costs incident to the leasing of the Premises to Resident and is in addition to any application fee which may be charged. The Eviction Turnover Fee shall be deemed to compensate Owner for costs and time related to preparation of materials for an eviction, regardless of whether an eviction case is filed. The above rental rate is for an unfurnished Premise, unless otherwise specified in a Furnished Premises Addendum. Resident's right to possession and all Owners' obligations are expressly contingent on prompt payment of rent. Use of the Premises by Resident is obtained only on the condition that the rent is paid on time. Payment of rent shall be an independent covenant and all monies received by Owner shall be applied first to non-rental obligations of Resident, then to the oldest amounts due, regardless of notations. Each Resident does hereby grant to each of the other Residents herein the power to sign documents binding all of the Residents as it may pertain to this tenancy and this Agreement. By this Agreement, each Resident herein grants a power of attorney to each other Resident to bind all Residents as it pertains to this Agreement, addenda, notices, and pleadings which relate to this tenancy, including the ability to accept service of process and give notices to Owner.

2.10 ABANDONMENT

Abandonment is hereby agreed to mean either (a) Resident has not notified Owner that Resident will be absent from the Premises, and Resident fails to pay rent within fifteen (15) days after the due date, and there is no reasonable evidence other than the presence of Resident's personal property that Resident is occupying the Premises or (b) Resident has not notified Owner that Resident will be absent from the Premises, and Resident fails to pay rent when due, and Resident's personal property has been removed from the Premises and there is no reasonable evidence that Resident is occupying the Premises. In the event Resident abandons any personal property on the premises with Owner; such abandoned property may be sold, donated, or disposed of by Owner as allowed by law. This shall include any and all property in the Premises, storage areas, parking lots, common areas, or other Premises of Owner. As required by state law, Owner will store any property remaining in the Premises after eviction, surrender, or abandonment of the Premises. Owner is not liable for casualty loss, damage, or theft of said property unless otherwise provided by law. Owner shall have the right to retain any abandoned property and utilize it to satisfy any monies due under this Agreement. Sale of items under this provision may take place with five (5) days' written notice to the last known address of Resident. Resident agrees to waiver of notice of the sale, to the sale being a public auction, to the sale taking place at a location determined by Owner within the State, notices to be posted at the location of the sale and listed in the electronic version of any paper within the State, and to be held at such time and day as determined by Owner. Any vehicle deemed abandoned by Owner shall be removed by a licensed towing agency and sold or disposed of according to state law. Any excess funds from the sale of such a vehicle shall be secured by this agreement.

2.11 ANIMALS

Resident may not keep, allow, or maintain animals of any kind on or near the Premises for any length of time without the prior written consent of Owner. For any violation of this provision, in addition to Owner's other remedies, Owner may charge and collect the sum of \$50 per day, per violation. All costs of cleaning, de-fleaing or other damage or loss suffered on account of a violation of this section shall be promptly paid to Owner by Resident. Violation of this provision will allow Owner to commence eviction on the basis of nuisance without any further notice or opportunity to cure. Resident is required to get approval for any Assistance, companion or service animal **PRIOR** to the animal coming onto the Premises. Resident is also responsible to ensure that its guests, occupants, and invitees obtain prior written approval before bringing animal onto the premises. Failure to obtain prior approval is a significant violation of this agreement which shall allow for immediate eviction. Owner may create and maintain such rules and regulations relating to animals as Owner, in its sole discretion, determines appropriate. Resident shall be responsible for any and all damage caused by an animal in the Premises.

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
Initial Here

3. Responsibilities

3.1 MOVE OUT NOTICE

In a month-to-month tenancy or end of lease term termination, **at least thirty (30) days' written notice of intent to vacate** must be given to Owner's representative by Resident prior to move-out. In the event of a month-to-month extension, the Agreement term shall extend to, and the rent shall be paid through the last day of the calendar month; in other words, the last month's rent must be a full month without any prorating (unless otherwise agreed to in writing by Owner). This Agreement may only terminate on the Initial Term End Date or on the last day of a month unless otherwise provided by law, stated herein, or by written agreement with Owner. Owner is only obligated to give a thirty (30) day notice of termination during the Agreement term and a fifteen (15) day notice on a month-to-month tenancy.

3.2 NOTICES

Notices to Owner

In the event Resident determines to utilize the provisions of the Utah Fit Premises Act, notice as required by that Act shall be delivered in writing to Owner at the address below. If there is an on-site management office, notices may be delivered at such office during normal business hours. Provisions of the Utah Fit Premises Act may be found in Utah Code 57-22 or at <http://le.utah.gov>.

Notices to Resident & Communication

Resident agrees that any and all notices to Resident required by this Agreement or by law may be served by emailing the notice to Resident at the email address provided, whether or not Resident has departed from, abandoned, or vacated the Premises. Resident is obligated to maintain a valid email address for delivery of any notices for so long as Resident occupies the Premises or owes any obligation to Owner. Resident agrees, to the extent allowed by law, to accept service of process by email. Resident may change the email address only by providing written notice to Owner. All Residents acknowledge that notice to the email address provided shall be effective for all Residents. Owner may also give notice by hand delivery or posting.

Resident further agrees to allow all communication from Owner, its agents, and attorneys to be through text messaging (SMS) and/or email. Resident acknowledges that the cellular number and email address provided are private and may be used for confidential communications. Resident authorizes Owner, management, and legal counsel to conduct current and future business electronically, including eviction and collection activities. Resident waives any claims relating to privacy, security, or unauthorized disclosure arising from electronic communication.

3.3 PREMISE CONDITIONS

Resident has the right to inspect the Premises prior to signing this Agreement and Resident agrees that it has been given the opportunity to conduct whatever inspection of the Premises is needed prior to signing this Agreement. Resident acknowledges that the Premises have been inspected, are satisfactory in condition, and all existing damages have been acknowledged in writing by Owner. Resident accepts the Premises in "as-is" condition. Resident, by accepting keys to the Premises or moving its property into the Premises, evidences the fact that the Premises (including appliances, furnishings, and fixtures) are in clean, safe, sanitary, and in good-working condition and that any exception has been or will be delivered to Owner in writing within 48 hours of accepting keys to the Premises or moving its property into the Premises. Owner makes no warranty of any kind, expressed or implied, and relies upon the fact that Resident has inspected the Premises. Resident agrees to maintain the Premises, appliances, furnishings, and fixtures in good condition throughout the term of this Agreement (excepting normal wear and tear). Resident also agrees to maintain utility services to the Premises; if Resident fails to maintain utility services to the Premises by failing to pay the required utilities, such action will be grounds for eviction. Resident shall also be responsible to maintain the temperature in the Premises to prevent damage to the Premises. Resident shall be responsible for any and all damages for failure to maintain utilities and temperature. Resident will return the Premises to the Owner in the same condition as when Resident moved in (subject to normal wear and tear). Resident agrees to make no alteration or repair to the Premises (including painting, wallpapering, stickers, new locks, etc.) without first obtaining the prior written consent of the Owner, which permission may be withheld for any or no reason. Resident must obtain prior written permission for security cameras or security systems. Such cameras may only be used within the unit or at the entry door to the Premises. Security systems must be pre-approved and may not impair or impede Owner's access to the Premises.

3.4 REPAIRS

Resident agrees to request all repairs and services in writing from Owner's designated representative. Owner shall have the right to temporarily turn off equipment and interrupt utilities to avoid damage to property or to perform repairs or maintenance which require such interruption. In case of malfunctions of equipment or utility damage by fire, water, or other cause, Resident shall notify Owner's representatives immediately. Owner shall act with diligence in making repairs; the Agreement shall continue, and rent shall not abate during such periods. 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 for, and will reimburse Owner for, any damages or loss caused to the Premises while Resident is entitled to possession of the Premises. This includes, but is not limited to, damages caused by the negligence, carelessness, abuse or intentional misconduct of Resident, Resident's family, occupants, animals, guests or others. Resident shall indemnify Owner from any liability to any third party. Owner may assess costs for damages when 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 or materially affects the habitability of the Premises, such damage will be cause for termination of this Agreement and Owner may terminate this Agreement 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. It is agreed that this notice converts the tenancy to a tenancy at will. Resident's only remedy shall be a reimbursement of rent paid after vacating, unless the cause of the damage is due to Resident, its guests, invitees, occupants, or others within the Premises. The costs of repairs, restorations and replacements shall be paid for by the Owner if rendered necessary by normal wear and tear but shall only be required during the tenancy if a habitability issue. Otherwise, if such repairs, alterations or replacements are rendered necessary by the negligence, carelessness, accident, or abuse of Resident and/or Resident's guests or other third parties, then all such costs shall be paid by Resident. Resident agrees to reimburse Owner for all such costs within three (3) 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 security 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 Owner's insurance. Resident shall be responsible to Owner for all costs of repair for damages as stated herein regardless of Owner's insurance and Resident's insurance may not subrogate to Owner's. In the event Resident has complied with the Utah Fit Premises Act and is allowed to make repairs, Resident agrees that it will first obtain three independent estimates, utilize the lowest estimate, and only use licensed and insured contractors to perform the repairs. Resident agrees to pay a reasonable Property Inspection Fee for an inspection of the property if such inspection is necessary due to the actions or inactions of Resident, or due to damage to the Premises caused by Resident, its guests, occupants, invitees, animals, or others. If during the inspection, items are determined to be in violation of the Agreement and require mitigation by the Resident, Owner may require additional inspections

to verify compliance. Resident shall be obligated to pay a Property Inspection Fee for each such subsequent inspection to verify compliance. Imposition of the fee shall be at the option of Owner. Resident shall be responsible for any damages as determined by Owner at any inspection as provided in this agreement, the addendums thereto and the rules and regulations. Payment must be made as provided in this agreement and is due upon demand.

If the property is serviced by elevators, Resident acknowledges that elevators are serviced and maintained by third-party providers and may become inoperable. Owner shall not be responsible for outages, delays, or accessibility issues related to elevators. Lack of elevator service shall not be grounds for rent reduction or termination.

3.5 RIGHT OF ENTRY

Unless otherwise restricted by law, Owner may enter the Premises during reasonable hours with or without notice in order to inspect, make repairs, provide general or preventive maintenance, replace filters, leave any notices, and/or for any other reasonable business purposes while Resident is present in the Premises. If resident is not present at the Premises, then owner will have the same right to make such entries by duplicate or master key. If, in Owner's opinion, there exists 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 grant to Owner immediate access if Resident is in default of any term of this Agreement, immediate access if in Owner's sole opinion giving notice could change an investigation, immediate access to investigate a claimed violation, and that this provision be interpreted with the existing law to grant as broad and timely access as possible and permissible. Any request for maintenance or repairs or a Fit Premises Notice shall be deemed to give Owner authority to enter the Premises without requiring notice or 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, usage of the Premises by non-residents, and protection of Owner's assets or security.

3.6 CONTAMINATION

Resident agrees to defend, indemnify and hold harmless Owner against any and all claims, actions, causes of action, demands, liabilities, losses, damages, and expenses of any kind, including but not limited to, attorneys' fees and court costs, that may be made as against Owner (its officers, directors, employees, agents, managers, and affiliates) as a result of or arising out of the growth or proliferation of mold or mildew or other contaminations in the Premises. It is further agreed that such indemnification shall extend to the existence of any contamination of any type from any person or cause that is unknown to Owner. **Resident further agrees that it will not cause, hire, or conduct any inspection or testing to be done in the Premises for any type of contamination or pests but may request that Owner conduct such testing provided Resident prepays the costs of such testing. 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. Resident further agrees that Owner shall not be liable for any damages caused to Resident, Resident's guests, occupants, or any property within the Premises resulting from mold, mildew, or any other contamination. Resident shall indemnify Owner from any liability relating to mold, mildew, or any other contamination resulting in damages to any person or property within Resident's Premises regardless of the source. Resident agrees to immediately notify Owner of the existence of any mold, mildew, or other contamination within the Premises. Failure by Resident to diligently inspect and notify Owner of mold or contamination issues will result in Resident being liable for the damages to the Premises caused by the mold or contamination.

Resident acknowledges that all housing may contain varying levels of radon gas. Reducing radon levels to zero is often impossible. Resident accepts the Premises in as-is condition whether or not a radon mitigation system has been installed. Exposure to radon gas does not constitute a deficient condition under Utah law.

3.7 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. Prior undisclosed or unresolved criminal acts shall also be a breach. It is the responsibility of Resident to fully disclose all prior criminal activity, including but not limited to, convictions, pending charges, plea bargains, and any other criminal activity or proceeding of all Occupants including minors. Resident has an affirmative duty to keep its Premises from being reported on any Sex Offender's list. Any such listing is grounds for immediate eviction.

3.8 PESTS

It is acknowledged that most pest problems result from the actions of residents and that such problems often cannot be detected by Owner. Resident acknowledges and warrants that any and all furnishings, clothing, food items, and other materials that is brought into the Premises or upon Owner's property is free from any type of pest infestation including but not limited to bed bugs, mice, lice, and cockroaches. Resident warrants and represents that none of the items brought onto Owner's property or within the Premises have been exposed to such pests and that all such items have been inspected by Resident. Resident agrees that during its tenancy, it warrants to Owner that no infested items will be brought into the Premises or on Owner's property. Resident agrees that it will be responsible for all costs relating to removal, extermination, control, cleanup, and management of pests which are brought in by Resident, its guests, occupants, or others (intentionally or not). Resident further agrees to be responsible for all costs relating to removal, extermination, control, cleanup, and management of pests which exist or whose existence is supported by the actions or inactions of Resident, particularly issues relating to cleanliness and clutter of the Premises. Pests include but are not limited to cockroaches, bed bugs, mice, ants, lice, and moths. Resident agrees to assist in enforcement

of this provision by reporting to Owner any violations. Resident agrees to notify Owner immediately of any infestation or sighting of any pests within the Premises. Resident may, upon written approval of Owner, hire any licensed and bonded pest control/extermination company to remedy such infestation but shall notify Owner prior to such company entering the Premises. All costs related to resolution of any pest problem shall be the responsibility of Resident. In the event it is necessary for Owner to obtain pest control for another unit, a whole building, or the entire community, Resident agrees that it will pay its pro-rata share of the costs relating to such pest control regardless of the source of the pest problem and shall be responsible for the full cost if the infestation is a result of Resident's actions or inactions. It is agreed and acknowledged that a pest problem may spread to other units. Failure to Resident to notify Owner and take appropriate action may result in additional units becoming infested. Owner may require that Resident use specific pest control entities. All costs relating to resolution of any pest infestation that is caused or exacerbated by Resident shall be paid by Resident. These costs include but are not limited to actual costs of pest control/extermination, loss of rents, replacement of infested/damaged materials, and any such other costs as may be incurred. Violation of this provision is grounds for eviction. Resident agrees that it shall indemnify and hold harmless Owner from any and all damages relating to pests within the Premises; extermination, control, or cleanup of pests; damages to personal property from pests; and any and all other damages relating to pests, regardless of their source.

3.9 SMOKING

Smoking is not allowed within twenty-five feet of any building on the Premises. Owner may restrict smoking altogether at any time. Resident waives any right to a cause of action for a nuisance pursuant to Utah Code 78B-6-1101(3) (smoke and secondhand smoke) and holds Owner harmless for any damages relating to smoke. Resident acknowledges that it has been informed that smoke from outside the Premises or from adjoining premises may drift into Resident's premises. Resident specifically agrees to abide by the smoking policies of Owner which may prohibit smoking. This waiver shall apply to all residents, occupants, guests, and minors. Secondhand smoke is defined as a nuisance and may be a cause for eviction. Resident shall abide by any regulations stipulated by Owner regarding smoking. Further Resident acknowledges that smoking damages the premises and agrees to pay for any such damage.

3.10 SPECIFIC MAINTENANCE OBLIGATIONS

In addition to any and all obligations contained in the Residential Rental Agreement, and in addition to the general regular maintenance of the premises, the following are specific obligations of Resident concerning the maintenance of the premises.

In all circumstances, maintenance and repairs stated herein and in the Residential Rental Agreement must be performed in a workmanlike manner and done on a consistent and timely basis. It is the intent of the parties that the premises have appropriate appearance, cleanliness, and be well maintained. All costs of maintenance shall be the responsibility of Resident unless specifically stated otherwise. If indicated with a YES on page 1 of this agreement; Resident shall be responsible to:

Maintain all yard care which includes mowing, weeding, trimming & watering of lawn and any other landscaping on the property. Snow removal must be done within 24 hours of the last snow fall. Sidewalks and public walkways must be cleared to access. Resident is responsible for any fines incurred by the city or any other entity for not maintaining proper care of these items. Resident will be charge bi-annual start up and shut down fees associated with irrigation and heating and air conditioning if applicable. Actual fees are dependent on the mechanical and plumbing conditions of the home.

3.11 REMEDIES

Owner and Resident agree that every condition, covenant, and provision of this Agreement is material and reasonable. Any breach by Resident of a condition, covenant, or provision of this Agreement will constitute a material breach. In the event of any default or breach by Resident, and at any time thereafter, Owner may at any time thereafter, with or without notice or demand, and without limiting Owner in the exercise of any right that Owner may have by reason of such default or breach: (a) terminate Resident's right to possession of the premises by lawful means; (b) recover from Resident any and all amounts provided by law, including but not limited to unpaid rent and amounts necessary to compensate Owner for any loss proximately and/or actually caused by Resident's failure to perform under this Agreement; (c) the remedies provided herein are not exclusive and Owner may pursue Resident for any one or more of such remedies or any other remedy provided by applicable law; (d) the exercise or failure to exercise any remedy provided herein for any breach hereof shall not be deemed a waiver of Owner's right to enforce any of its rights under this Agreement. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Owner under applicable law. Exercising one remedy will not constitute an election or waiver of other remedies. Owner may also implement reasonable fines for violation(s) of this Agreement and/or Rules and Regulations provided said fines are set forth either in this Agreement or the Rules and Regulations.

By initialing below, you acknowledge and agree to the terms in Section 3.

X _____
Initial Here

4. General Clauses

4.1 GOVERNMENT

In the event the Premises are condemned or access is restricted as a result of any type of governmental action or damage to the premises, Owner shall not be liable for any damages to Resident including alternate housing, damage to personal property, replacement of personal property, and/or any other consequential damage. Such action may include any action by any governmental agency or entity including but not limited to health departments, division of environmental quality, fire departments, police, zoning departments, etc. or by Owner if Owner determines in its sole discretion that the Premises are damaged to the extent that they are not habitable. If the action is taken, tenant shall be relieved of rental obligations effective the date that access is restricted or prevented *unless* the cause of such governmental action or damage relates to actions of Resident, its guests, or 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. In order for Resident to be relieved of responsibility under this Agreement, a governmental order must be specific to the Premises leased hereunder and cannot be cased or mitigated by Resident.

4.2 RELEASE FROM CONTRACT

Release of Resident

Resident will not be released on grounds of voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, loss of employment, marriage, divorce, loss of co-residents, bad health, problems with other tenants, criminal activity within the community or surrounding area, or any other reasons, unless otherwise provided in this Agreement or mandated by law. Upon vacating prior to the expiration of the term, this Agreement shall remain enforced in full, with all monies and future rent (later of through the end of the initial term or required notice period) *immediately* due and payable. In the event Resident files bankruptcy and fails to expressly accept this Agreement through the bankruptcy and remains in possession of the Premises, this Agreement shall be deemed a tenancy-at-will with rent payable daily and calculated at the current monthly rate divided by thirty (30), with all other obligations remaining in effect.

Military Clause

In the event Resident is or becomes a member of the Armed Forces on extended active duty and (1) receives deployment orders for ninety (90) days or more, or (2) receives change of station orders to permanently depart the local area, or (3) is discharged from active duty, then Resident may terminate this Agreement by giving thirty (30) days written notice as provided herein and by the Servicemembers' Civil Relief Act (SCRA). Resident may also utilize the SCRA to otherwise terminate the Agreement as provided by such Act. As required by the Act, Resident shall be required to pay rent for thirty (30) days after the notice is given with appropriate documentation. Resident agrees to furnish Owner a certified copy of the official orders which warrant termination of this Agreement. Permission for base housing does not constitute a permanent change of station order. Other termination as provided under the SCRA will be allowed as provided by that Act.

Early Vacate

If Resident does not fulfill the entire initial term (even if such failure is due to eviction by Owner), Resident shall be liable to Owner for the costs incurred by Owner as a result of the early termination. These costs are in addition to the other damages and rent (including future rent) that may be assessed pursuant to this Agreement. They may include, but are not limited to: leasing agent costs, advertising expenses, turnover expenses, and such other costs incidental to re-renting the Premises. If Resident vacates prior to the end of the initial term, all future rents under this Agreement shall accelerate and become immediately due. Resident shall additionally be responsible for damages, repayment of concessions, and such other provisions as contained herein. It is agreed that an eviction shall terminate occupancy but NOT the obligations to pay rent and other obligations under this Agreement. It is agreed that termination notices pursuant to an eviction due to non-payment of rent or nuisance shall not relieve Resident from obligations for future rent until such time as the Premises have been re-let or the expiration of the initial term, whichever occurs first. 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. Nothing herein shall change the duties of Resident and Owner to mitigate damages.

4.3 DEFAULT

Default by Owner

Owner agrees to act with diligence to: (a) keep common areas reasonably clean, (b) maintain fixtures, furniture, hot water, heating equipment; (c) remain in substantial compliance with accepted federal, state and local laws regarding safety and sanitation; and (d) make all reasonable habitability repairs subject to Resident's obligation to pay for damages caused by Resident, its guests, third parties, or other occupants. Resident must comply with the appropriate obligations under state and local laws relating to notification of Owner and any fit premises laws or ordinances for Owner to be in default.

Resident Default

The following events shall constitute events of default: (a) failure to pay any rent, deposits or other amounts agreed to herein or any other sums due and owing by Resident to Owner pursuant to any terms of this Agreement and addendum; (b) failure to perform all or any part of this Agreement or a violation of this Agreement or any of the rules and regulations adopted by Owner or of any law; (c) Resident's abandonment of the Premises; (d) violation by Resident, an occupant, or any guest of any state, federal, or local law or ordinance including

the violation of any such law by an occupant or resident while living in the Premises regardless of where the violation occurs; (e) any illegal drugs or paraphernalia are found in the Premises; (f) Resident and its occupants or guests engage in any of the prohibited conduct described in this Agreement and/or Rules or Regulations, (g) allowing the property to be named on any listing relating to sex offenders; (h) Resident taking any action or failing to take any action which may jeopardize Owner's status within any good landlord program or any other governmental program or aid; (i) if Resident holds over and fails to vacate on or before the required move-out date (i.e., the end of current Agreement term, the end of the month or any renewal or extension period, or the move-out date agreed to by both parties); (j) the discovery by Owner that any information provided by Resident to Owner, including but not limited to information on the rental application and any other forms completed in connection with the lease of the Premises, was false, fraudulent, or misleading. 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 attorneys' fees. Hold-over rent shall be immediately due on a daily basis and delinquent without notice or demand. Resident shall be liable to Owner for any and all costs incurred as a result of any breach by Resident. Notice of termination of housing assistance by any housing authority (if Resident's qualification included such assistance) shall be deemed a default of this Agreement and grounds for immediate termination and eviction.

4.4 DISABILITY

It is Owner's policy to adhere to all Fair Housing Guidelines set forth by Federal law and the law of the State in which the premises is located. It is the policy of Owner to reasonably accommodate all handicaps and disabilities as defined under state and federal laws as required by existing law. It is agreed that Resident shall notify Owner of any need relating to a disability or handicap (in writing if possible) to ensure the proper procedures are implemented to comply with existing laws. In the event Resident fails to notify Owner of any needed accommodation, Owner shall not be liable for damages suffered by Resident. It is agreed that Owner is under no obligation to accommodate Resident until proper notification with supporting documentation (if necessary) is provided to Owner and Owner has had the opportunity to grant or deny the accommodation or modification. Owner may deny any request that does not meet the necessary requirements, is not reasonable, or where insufficient information has been provided to establish the required elements of the request.

4.5 LEIN

By this Agreement, Resident grants to Owner a security interest in any and all property which is placed on the property of Owner pursuant to the Resident's occupancy of the Premises. This shall include any and all property in the Premises, storage areas, parking lots, common areas, or other Premises of Owner. The right to execute and take possession upon this security interest shall become effective upon any rent or fees being due and unpaid. Owner shall have the right to retain such property and utilize it to satisfy any monies due under this Agreement. Owner may file a security filing with any governmental agency as notice of this Lien. This security interest shall be deemed effective against all property in the Premises and shall be in addition to the statutory Landlord's Lien. Owner may inspect the Premises at any time that there is an unpaid balance due for purposes of preparing an inventory of the secured items. Sale of items under this provision may take place with five (5) days written notice to the last known address of Resident. Resident agrees to waiver of notice of the sale, to the sale being a public auction, to the sale taking place at a location determined by Owner within the State, notices to be posted at the location of the sale and listed in the electronic version of any paper within the State, and to be held at such time and day as determined by Owner.

4.6 SALE OF PROPERTY

In the event Owner sells the premises, Owner may terminate this lease with thirty (30) days written notice. Such notice may be given at any time after Owner has entered into a final earnest money agreement with a bona fide third party purchaser. Resident agrees to allow inspection of the premises by potential buyers provided Owner or its agent gives at least twenty four hours' notice. However, such inspections shall not be of such a frequency to interfere with the peaceful enjoyment of the premises by Resident.

4.7 OWNER'S AGENT

Owner may be represented by a real estate licensee (agent) who is subject to the provisions of the real estate laws of the state. It is acknowledged and agreed that such agent for Owner only acts for Owner and is not representing Resident in any capacity. Resident acknowledges and understands that such agent, unless otherwise stated in writing, represents Owner as a fiduciary and that Resident is only being treated as a customer of Owner. All obligations of this agreement are the responsibility of Owner not its agent. Owner may have such agent act in its behalf, but such shall not grant to Resident any rights as against agent. Any agent for Owner shall accrue and benefit from the covenants, waivers, releases, and indemnifications contained in the Agreement documents to the same extent as Owner. Resident understands that if an agent is involved in the transaction, that they have received written authority to act in all matters concerning this tenancy as Owner's authorized agent and represents Owner as fiduciary. Resident acknowledges they have chosen not to obtain a real estate licensee to represent them in this transaction.

4.8 ARBITRATION

Resident and Owner agree that all claims in tort between Owner and Resident (including any occupant) shall require mandatory arbitration. Such arbitration is to be conducted according to the terms and conditions of the Utah Uniform Arbitration Act (UUAA). Notices required by the UUAA shall be served upon Owner by certified mail to its registered agent and upon Resident by mailing certified mail to its last known address. 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 the Courts for any breach of contract, debt collection, or eviction as allowed under Utah law.

4.9 CLASS ACTION

Resident acknowledges and agrees that it does hereby waive its ability to participate in any way in a class action claim against Owner, its management company, attorneys, agents, and assigns. Participation includes but is not limited to being a class representative, Plaintiff in a class action, being a member of the class, or assisting any class representative or member. While Resident is not waiving any right(s) to pursue claims against Owner related to Resident's tenancy, any and all claims allowed by this Agreement may only be filed by Resident in its individual capacity. Resident does expressly waive any and all rights and ability to bring, join, represent, participate in, or otherwise maintain a class action or similar proceeding as against Owner, its agents, assigns, and attorneys in any forum. If any portion of this waiver is deemed unenforceable the parties agree that it should be narrowly construed to maintain as much of the waiver as possible under the law. This waiver survives the termination of the Agreement.

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____
Initial Here

5. Sign and Accept

5.1 LEASE SIGNATURES

This is a binding legal document.

Resident acknowledges reading all of this Agreement and any and all addenda carefully before signing. Residents are jointly and severally liable for all the terms, conditions, and payments due pursuant to this Agreement and its addenda.

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed

Rize Property Management

1600 South State St. • Salt Lake City, UT 84115
(801) 210-7002



1. Animal Agreement

1.1 GENERAL

This Animal Agreement is entered into the date below and shall be considered an addendum to the Residential Rental Agreement between the parties signed below. This agreement is for the below described animal residing in the Premises located at: <<Unit Address>>

In consideration of their mutual promises, Owner and Resident agree as follows:

<<Pet Information>>

Animal Deposit: Animal Deposit

Animal Fee: Animal Fee

Monthly Animal Rent: Monthly Animal Rent

1.2 ANIMAL FEES

Resident shall pay to Owner an additional Deposit as stated above. Such deposit amount to be treated as any other deposit of Resident according to the terms of the Residential Rental Agreement. Resident shall pay a one-time non-refundable animal fee as stated above. Such fee shall not be applied to any damages done by the Animal. Resident shall pay additional monthly rent as stated herein so long as this agreement/addendum shall remain in effect. Upon removal of the animal from the premises, Resident may terminate this agreement. However, there shall be no proration of the additional rent for that month and the additional security deposit shall remain until Residents vacate the premises.

1.3 DESCRIPTION OF ANIMAL

The Residential Rental Agreement covering the Premises provides that no animals are permitted on or about the Premises without Owner's prior written consent. No other animal (including any offspring) shall be permitted by Residents in the Premises at any time. Residents are hereby permitted to have only the following described Animal, subject to the terms and conditions of this Animal Agreement (additional animals require separate Animal Addendum, fees, deposits and rent):

Animal Description	
Name of Animal	Name of Animal
Type of Animal	Type of Animal
Breed	Breed
Color	Color
Age	Age
Weight	Weight
Name of Animal Owner	Name of Animal Owner

1.4 AGREEMENT TO ABIDE

Residents agree to abide by the following rules and those others as may be promulgated by Owner as part of the Rules and Regulations:

1. Nuisance. The Animal may not cause any damage to the premises. Nor may the Animal cause any discomfort, annoyance, or nuisance to any other resident or to Owner. Determination of what is a nuisance shall be at the sole discretion and opinion of Owner.
2. Sanitary Problems. All dogs and cats must be housebroken. The Animal may not be fed or given water, or allowed to urinate or defecate, on any unprotected floor covering inside the dwelling unit. Residents shall immediately remove and properly dispose of all Animal waste on the grounds. Resident agrees to pay a fee of \$200 each time it is determined that Resident (or the animal described herein) fails to properly remove and dispose of animal waste on the premises. Such shall also be grounds for termination of Resident's being able to have an animal.
3. Prohibited Areas. The Animal shall not be permitted in the laundry room, pool area, clubhouse, or other recreational facilities or areas. In open common areas all animals must be on a leash. Any animal may be restricted by Owner from any area for any reason.
4. Abandonment. Residents may not abandon the Animal, leave it for any extended period without food or water, or fail to care for it if it is sick. The Animal may not be left in the premises while Resident has left for more than 10 hours. Leaving the animal for any period of time may be a violation if the animal becomes a nuisance while unsupervised. Owner may remove the animal and have it placed with the appropriate governmental agency or with the humane society if the animal is abandoned, creating a nuisance, violating the community regulations, or left in violation of this agreement.

5. Compliance with Laws. Residents agree to comply with all applicable governmental laws and regulations.
6. Restricted Breeds. Owner reserves the right to restrict breeds and types of animals. Currently restricted animals include: N/A Owner may also restrict size and weight.
7. Vaccinations. All pets must be on flea and tick prevention and have current vaccinations. Any pest control treatments necessary as a result of flea or tick infestations in the unit will be the resident's responsibility.
8. DNA Testing. Owner may determine to implement DNA testing of animals. Resident agrees to abide by the terms of any testing implemented by Owner including paying such costs of registration of the animal's DNA.

1.5 OWNER'S REMEDIES FOR VIOLATIONS

1. Removal of Animal by Residents. If, in Owner's sole judgment, any rule or provision of this Animal Agreement is violated by Residents or their guests, Resident shall immediately and permanently remove the Animal from the premises upon written notice from Owner.
2. Removal of Animal by Owner. If, in Owner's sole judgment, Residents have abandoned the Animal, left it for any extended period without food or water, the animal is creating a nuisance, the animal is violating the community regulations, Resident has failed to care for it if it is sick, or left it unattended in violation of the rules herein, then Owner may, upon written notice left in a conspicuous place, and in accordance with the terms of the Lease dealing with entry of the Premises, enter the dwelling unit to remove the Animal, and turn the Animal over to a humane society, responsible party or local authority. Owner shall not be liable for loss, harm, sickness, or death of the Animal unless due to Owner's gross negligence. Owner shall not be liable for any costs associated with the animal due to its removal. Owner has no lien on the Animal for any purposes, but Residents shall pay for reasonable care and kenneling charges if the Animal is removed in accordance with this paragraph.
3. Cleaning and repairs. Residents shall be jointly and severally liable for the entire amount of all damages caused by the Animal. If any item cannot be satisfactorily cleaned or repaired, Residents must pay for complete replacement of such item. It is agreed that Resident shall be liable for replacement cost.
4. Injuries. Residents shall be strictly liable for the entire amount of any injury to any person or property caused by the Animal, and shall indemnify Owner for all costs of litigation and attorney's fees resulting from same.
5. Move-out. After Residents vacate the Premises, they shall reimburse Owner for the cost of de-fleeing, deodorizing, and shampooing necessary to protect future residents from possible health hazards.
6. Other remedies. This Animal Agreement is an Addendum to the Lease Agreement between Owner and Residents. If any rule or provision of this Animal Agreement is violated, Owner shall in addition to the foregoing, have all rights and remedies set forth in the Lease Agreement for violations thereof, including but not limited to eviction, damages, costs and attorney's fees.

The terms and conditions of this agreement are agreed to and acknowledged to become part of the Residential Rental Agreement. The Undersigned Resident agrees to allow Owner or its agents to take the above animal to the named veterinarian for any medical purpose or if found unauthorized within the community. The undersigned Resident agrees to pay all costs relating to medical care for the animal or shelter for the animal and to indemnify Owner from all liability and costs relating to the animal. Resident agrees to abide by any and all Rules and Regulations as may be promulgated from time to time by Owner and to those Rules and Regulations that now exist

X

Date Signed

Rize Property Management

1600 South State St. • Salt Lake City, UT 84115
(801) 210-7002



1. Animal Agreement

1.1 GENERAL

This Animal Agreement is entered into the date below and shall be considered an addendum to the Residential Rental Agreement between the parties signed below. This agreement is for the below described animal residing in the Premises located at: <<Unit Address>>

In consideration of their mutual promises, Owner and Resident agree as follows:

<<Pet Information>>

Animal Deposit: Animal Deposit

Animal Fee: Animal Fee

Monthly Animal Rent: Monthly Animal Rent

1.2 ANIMAL FEES

Resident shall pay to Owner an additional Deposit as stated above. Such deposit amount to be treated as any other deposit of Resident according to the terms of the Residential Rental Agreement. Resident shall pay a one-time non-refundable animal fee as stated above. Such fee shall not be applied to any damages done by the Animal. Resident shall pay additional monthly rent as stated herein so long as this agreement/addendum shall remain in effect. Upon removal of the animal from the premises, Resident may terminate this agreement. However, there shall be no proration of the additional rent for that month and the additional security deposit shall remain until Residents vacate the premises.

1.3 DESCRIPTION OF ANIMAL

The Residential Rental Agreement covering the Premises provides that no animals are permitted on or about the Premises without Owner's prior written consent. No other animal (including any offspring) shall be permitted by Residents in the Premises at any time. Residents are hereby permitted to have only the following described Animal, subject to the terms and conditions of this Animal Agreement (additional animals require separate Animal Addendum, fees, deposits and rent):

Animal 1 Description	
Name of Animal	Name of Animal
Type of Animal	Type of Animal
Breed	Breed
Color	Color
Age	Age
Weight	Weight
Name of Animal Owner	Name of Animal Owner

Animal 2 Description	
Name of Animal	Name of Animal 2
Type of Animal	Type of Animal 2
Breed	Breed 2
Color	Color 2
Age	Age 2
Weight	Weight 2
Name of Animal Owner	Name of Animal Owner 2

1.4 AGREEMENT TO ABIDE

Residents agree to abide by the following rules and those others as may be promulgated by Owner as part of the Rules and Regulations:

1. Nuisance. The Animal may not cause any damage to the premises. Nor may the Animal cause any discomfort, annoyance, or nuisance to any other resident or to Owner. Determination of what is a nuisance shall be at the sole discretion and opinion of Owner.
2. Sanitary Problems. All dogs and cats must be housebroken. The Animal may not be fed or given water, or allowed to urinate or defecate, on any unprotected floor covering inside the dwelling unit. Residents shall immediately remove and properly dispose of all Animal waste on the grounds. Resident agrees to pay a fee of \$200 each time it is determined that Resident (or the animal described

herein) fails to properly remove and dispose of animal waste on the premises. Such shall also be grounds for termination of Resident's being able to have an animal.

3. Prohibited Areas. The Animal shall not be permitted in the laundry room, pool area, clubhouse, or other recreational facilities or areas. In open common areas all animals must be on a leash. Any animal may be restricted by Owner from any area for any reason.
4. Abandonment. Residents may not abandon the Animal, leave it for any extended period without food or water, or fail to care for it if it is sick. The Animal may not be left in the premises while Resident has left for more than 10 hours. Leaving the animal for any period of time may be a violation if the animal becomes a nuisance while unsupervised. Owner may remove the animal and have it placed with the appropriate governmental agency or with the humane society if the animal is abandoned, creating a nuisance, violating the community regulations, or left in violation of this agreement.
5. Compliance with Laws. Residents agree to comply with all applicable governmental laws and regulations.
6. Restricted Breeds. Owner reserves the right to restrict breeds and types of animals. Currently restricted animals include: N/A Owner may also restrict size and weight.
7. Vaccinations. All pets must be on flea and tick prevention and have current vaccinations. Any pest control treatments necessary as a result of flea or tick infestations in the unit will be the resident's responsibility.
8. DNA Testing. Owner may determine to implement DNA testing of animals. Resident agrees to abide by the terms of any testing implemented by Owner including paying such costs of registration of the animal's DNA.

1.5 OWNER'S REMEDIES FOR VIOLATIONS

1. Removal of Animal by Residents. If, in Owner's sole judgment, any rule or provision of this Animal Agreement is violated by Residents or their guests, Resident shall immediately and permanently remove the Animal from the premises upon written notice from Owner.
2. Removal of Animal by Owner. If, in Owner's sole judgment, Residents have abandoned the Animal, left it for any extended period without food or water, the animal is creating a nuisance, the animal is violating the community regulations, Resident has failed to care for it if it is sick, or left it unattended in violation of the rules herein, then Owner may, upon written notice left in a conspicuous place, and in accordance with the terms of the Lease dealing with entry of the Premises, enter the dwelling unit to remove the Animal, and turn the Animal over to a humane society, responsible party or local authority. Owner shall not be liable for loss, harm, sickness, or death of the Animal unless due to Owner's gross negligence. Owner shall not be liable for any costs associated with the animal due to its removal. Owner has no lien on the Animal for any purposes, but Residents shall pay for reasonable care and kenneling charges if the Animal is removed in accordance with this paragraph.
3. Cleaning and repairs. Residents shall be jointly and severally liable for the entire amount of all damages caused by the Animal. If any item cannot be satisfactorily cleaned or repaired, Residents must pay for complete replacement of such item. It is agreed that Resident shall be liable for replacement cost.
4. Injuries. Residents shall be strictly liable for the entire amount of any injury to any person or property caused by the Animal, and shall indemnify Owner for all costs of litigation and attorney's fees resulting from same.
5. Move-out. After Residents vacate the Premises, they shall reimburse Owner for the cost of de-fleeting, deodorizing, and shampooing necessary to protect future residents from possible health hazards.
6. Other remedies. This Animal Agreement is an Addendum to the Lease Agreement between Owner and Residents. If any rule or provision of this Animal Agreement is violated, Owner shall in addition to the foregoing, have all rights and remedies set forth in the Lease Agreement for violations thereof, including but not limited to eviction, damages, costs and attorney's fees.

The terms and conditions of this agreement are agreed to and acknowledged to become part of the Residential Rental Agreement. The Undersigned Resident agrees to allow Owner or its agents to take the above animal to the named veterinarian for any medical purpose or if found unauthorized within the community. The undersigned Resident agrees to pay all costs relating to medical care for the animal or shelter for the animal and to indemnify Owner from all liability and costs relating to the animal. Resident agrees to abide by any and all Rules and Regulations as may be promulgated from time to time by Owner and to those Rules and Regulations that now exist

X

Date Signed

1. Asbestos Addendum

1.1 ASBESTOS NOTICE

This addendum is entered into on the date below between the parties signed below. It is intended to be a part of the Residential Rental Agreement for leasing the premises below.

1. Residential properties built before 1981 were often built with materials containing asbestos. Asbestos was used in such materials because of its fire resistance and insulation properties. Asbestos may have been used in the premises above during construction within the walls and ceiling. It is mainly contained within the sheetrock and materials that make up the walls and ceiling.

- Asbestos is a naturally occurring, fibrous mineral that can only be identified under a microscope. Asbestos is found in the ground and is mined all over the world. In the past, asbestos was added to different products as insulation and for fire resistance. Asbestos is only harmful when its fibers become airborne and are inhaled or ingested. The lightness of the asbestos fibers allows them to stay airborne for long periods of time and to travel a far distance. Once inside the body, the asbestos hooks themselves into the lining of the lungs or other parts of the respiratory tract and remains there forever. Despite these dangers, asbestos is still found in more than 3,000 products today.

Before any improvements, alterations, modifications, construction or repairs to the property in the areas described above, Resident shall obtain Owner's written consent and provide a plan to prevent the release or exposure of any asbestos to the environment during such improvements, alterations, modifications, construction or repairs. Alterations done without consent are violation of the Residential Rental Agreement.

2. To prevent the release of potential asbestos fibers from the existing walls and ceiling, Resident shall abide by the following rules:

- Resident may hang pictures and wall ornaments by driving hangers into walls, but holes greater than one-quarter inch in diameter shall not be made without the express written approval of the owner, resident, or property manager. Resident shall not drill holes for any purpose such as the installation of drapery rods or other fixtures. Owner, when contacted, shall arrange for such installations if they are approved. Resident shall notify Owner of any holes of one-quarter inch or larger in wallboard or ceilings. Additionally, Resident shall notify Owner of any crumbling or peeling wallboard or ceiling materials. Repairs if deemed necessary (in Owner's sole discretion) shall arrange for the proper repairs.

3. Owner, its agents, officers, employees, and affiliates shall have no liability to Resident for the existence of the asbestos within the premises. Nor shall there be liability for any effects relating to the existence of the asbestos.

X

Date Signed

1. Carbon Monoxide and Smoke Alarm Addendum

1.1 CARBON MONOXIDE AND SMOKE ALARM

Resident acknowledges that installed in the Premises is/are one or more operational smoke alarm(s). The Premises may have one or more carbon monoxide alarm(s). Resident shall immediately notify Owner if any alarm sounds an alert or otherwise goes off. Failure to notify Owner shall be grounds for eviction. Nothing in this addendum shall be deemed to obligate Owner to install any alarm, nor represent that such alarms exist. Resident acknowledges that it has inspected the premises and is aware of the existing alarms and verifies that they are all operational. Resident may provide its own alarms in addition to those in the premises.

1.2 MAINTENANCE

Resident shall keep all carbon monoxide and smoke alarms in good repair. Resident agrees to test the alarms at minimum every six months to ensure the alarms are operable. Resident shall not remove the batteries from the alarms or render them inoperable except to replace the batteries in the alarm. It shall be the responsibility of Resident to replace batteries in the alarms at Resident's expense.

1.3 REPAIR

Resident shall notify the Owner in writing if any carbon monoxide or smoke alarm is stolen, removed, found missing, or found not operational during the Resident's occupancy of the Premises. Resident shall notify the Owner in writing of any deficiency in any carbon monoxide or smoke alarm that the Resident cannot correct. Upon said written notification from the Resident, Owner shall replace any carbon monoxide or smoke alarm that was stolen, removed, found missing, or found not operational during the Resident's occupancy or fix any deficiency in a carbon monoxide or smoke alarm. Resident shall have no cause of action in the event of an inoperable carbon monoxide or smoke alarm if Resident failed to give the Owner notice of such.

1.4 HOLD HARMLESS

Resident agrees that if the Owner installs the carbon monoxide and/or smoke alarms in accordance with the manufacturer's published instructions, that Resident shall release Owner from any claim for relief for any damages resulting from the operation, maintenance, or effectiveness of the alarms. Resident agrees on behalf of itself, its ancestors, dependents, children, heirs, executors, agents, administrators and assigns to release Owner from any liability concerning the carbon monoxide or smoke alarms except for gross negligence. By this agreement, Resident on behalf of itself, its ancestors, dependents, children, heirs, executors, agents, administrators and assigns agrees to hold harmless Owner, its agents, management, assigns, and successors from any and all liability due to the failure for any reason of the carbon monoxide or smoke alarms. Resident on behalf of itself, its descendants, ancestors, dependents, children, heirs, executors, agents, administrators and assigns, further agrees to indemnify Owner, its agents, management, assigns, and successors from any liability, costs, or damages resulting from anything to do with the carbon monoxide or smoke alarms. Resident assumes full and complete responsibility for all risks and hazards attributable to, connected with or in any way related to the operation, malfunction or failure of the carbon monoxide and smoke alarms regardless as to whether such malfunction or failure is attributable to, connected with or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of said alarm. Owner or Owner's employees have not made and expressly disclaims any representations or warranties, express or implied, with respect to the said alarms, including Merchantability and Fitness for a Particular Performance. Owner shall not be liable for damages or losses to person or property caused by (1) Resident's failure to regularly test the alarms; (2) Resident's failure to notify Owner by writing of any problem, defect, malfunction, or failure of the alarms; (3) Resident's failure to notify Owner by writing of theft of the alarms or its serviceable battery; (4) Resident's failure to replace batteries or to otherwise maintain the alarms in working order; and/or (5) false alarms produced by the alarms.

X

Date Signed

Rize Property Management

1600 South State St. • Salt Lake City, UT 84115
(801) 210-7002



1. Disclosure Information on Lead Based Paint and/or Lead-Based Paint Hazards

1.1 LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

1.2 LESSOR'S DISCLOSURE

A. Presence of lead-based paint and/or lead-based paint hazards (check (1) or (2) below):

1. ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
2. ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

B. Records and reports available to the lessor (check (1) or (2) below):

1. ☐ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
2. ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

1.3 LESSEE'S ACKNOWLEDGEMENT (INITIAL)

- ☐ Lessee has received copies of all information listed above.
- ☐ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

X _____
Initial Here

1.4 AGENT'S ACKNOWLEDGEMENT

☐ CH Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

1.5 CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

X _____

Date Signed

Rize Property Management

1600 South State St. • Salt Lake City, UT 84115
(801) 210-7002



1. Crime Free Lease Addendum

1.1 NO CRIMINAL ACTIVITY

Resident, any member of the resident's household, guest, or other person under the resident's control shall not engage in criminal activity, or any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).

1.2 NO HOUSING INVOLVEMENT

Resident, any member of the resident's household, guest, or other person under the resident's control will not permit the dwelling to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of a the household or a guest.

1.3 CONTROLLED SUBSTANCE

Resident, any member of the resident's household, guest, or other person under the resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in the U.C.A. 58-3-1, at any location, whether on or near the dwelling unit premises or otherwise.

1.4 ILLEGAL ACTIVITY

Resident, any member of the resident's household, guest, or other person under the resident's control shall not engage in any illegal activity, including prostitution, as defined in U.C.A. 76-10-1302, criminal street gang activity, threatening or intimidating behavior as prohibited in U.C.A. 76-5- 107, assault as prohibited in U.C.A. 76-5-102, including but not limited to the unlawful discharge of firearms on or near the dwelling units premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, its agents, or other tenant, or involving imminent serious property damage.

1.5 VIOLATION

VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any provisions of this addendum shall be deemed a serious violation and material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease unless otherwise prohibited by law. Proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

1.6 ADDITIONALLY

In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

X

Date Signed

1. No-Smoking Lease Addendum

1.1 NO-SMOKING POLICY

This No-Smoking Policy Lease Addendum ("Addendum") is hereby incorporated into the Residential Rental Agreement ("Agreement"). A breach of this Addendum shall give each party all rights contained herein, as well as rights in the Agreement. It is effective the date of the Residential Rental Agreement.

1.2 PURPOSE OF NO-SMOKING POLICY

The Parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; and (iii) the increased risk of fire from smoking.

1.3 DEFINITIONS

"Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.

"Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purposes of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

1.4 NO-SMOKING PROPERTY

Resident agrees and acknowledges that the Premises has been designated as a no-smoking living environment. Premises includes all areas controlled by Owner including but not limited to all interior and exterior locations within 25 feet of any building on the premises. Nor shall Resident permit any guests/visitors to do so. It is the intent that this policy be broadly inclusive.

1.5 RESIDENT TO PROMOTE NO-SMOKING POLICY

Resident shall inform Resident's guests/visitors of the no-smoking policy. Resident is responsible to ensure that its guests and invitees are aware of and abide by this policy.

1.6 EFFECT OF BREACH

Smoking of any kind within 25 feet of any building or any violation of this policy shall be deemed a significant breach of the lease. Owner is not required to give any warning or notice to mitigate this breach. Owner may implement fines of \$200.00 (Two Hundred Dollars) per violation. Resident shall be responsible for the fine, damages, and may still be subject to eviction.

1.7 DISCLAIMER BY OWNER

Resident acknowledges that Owner's adoption of a no-smoking policy and the efforts to designate the community as no-smoking do not in any way change the standard of care that the Owner would have to Resident to render buildings and premises designated as no-smoking any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Owner specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. Owner cannot and does not warranty or promise that the rental premises will be free from secondhand smoke. Resident acknowledges that Owner's ability to police, monitor, or enforce this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests/visitors. Owner shall take reasonable steps to enforce the no-smoking policy. Owner is not required to take steps in response to smoking unless Owner knows of said smoking or has been given written notice of said smoking. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Owner does not assume any higher duty of care to enforce this Addendum than any other Owner obligation under the Agreement.

X

Date Signed

1. Pest Addendum

1.1 RESIDENT BELONGINGS

Resident agrees not to bring into the premises any pests or materials that may contain pests. It is acknowledged that most pest problems result from the actions of residents and that such problems often cannot be detected by Owner. Resident acknowledges and warrants that any and all furnishings, clothing, food items, and other materials that are brought into the premises or upon Owner's property are free from any type of pest infestation including but not limited to bed bugs, mice, and cockroaches. Resident warrants and represents that none of the items brought onto Owner's property or within the premises have been exposed to such pests and that all such items have been inspected by Resident. Resident agrees that during its tenancy, it will warrant to Owner that no infested items will be brought into the premises or on Owner's property.

1.2 CLEANLINESS

Resident agrees to maintain the cleanliness of the premises to discourage pests.

1.3 COST OF PEST CONTROL

Resident agrees that they will be responsible for all costs relating to removal, extermination, control, cleanup, and management of pests which are either brought in by Resident, its guests, occupants, or others (intentionally or not). Resident further agrees to be responsible for all costs relating to removal, extermination, control, cleanup, and management of pests which exist or whose existence is supported by the actions or inactions of Resident, particularly issues relating to cleanliness of the premises. Pests include but are not limited to cockroaches, bed bugs, mice, ants, and moths.

1.4 OBLIGATION TO REPORT PRESENCE OF PESTS

Resident agrees to assist in enforcement of this provision by reporting to management any violations. Resident agrees to notify Owner immediately of any infestation of any pests within the premises. With prior written approval of Owner, Resident may hire any licensed and bonded pest control/extermination company to remedy. Owner may require that Resident utilize the services of certain pest control companies. All costs related to resolution of any pest problem shall be the responsibility of Resident.

1.5 OBLIGATION TO ALLOW PEST CONTROL

Resident agrees to allow pest control treatments scheduled by Owner. Refusal to allow pest control access to the premises may result in fines, including trip charges assessed by the pest control provider. Violation of this provision is grounds for eviction.

1.6 DAMAGES RELATED TO PESTS

Resident agrees that it shall hold harmless Owner from any and all damages relating to pests within the premises; extermination, control or cleanup of pests; damages to personal property from pests; and any and all other damages relating to pests, regardless of their source.

X

Date Signed

Rize Property Management

1600 South State St. • Salt Lake City, UT 84115
(801) 210-7002



1. Plumbing Addendum

1.1 ONLY TOILET PAPER TO BE FLUSHED

Only toilet paper can be flushed down a toilet. If plumbing issues occur and non-toilet items are found to have been flushed, Resident will be responsible for all costs associated to fix the issue.

1.2 DRAIN STRAIN REQUIRED IN ALL SINKS

Residents are required to use drain strainers in all sinks to prevent hair and small items from entering drain pipes. If drain strains are not used and any plumbing issues arise, residents are responsible for all costs associated to fix the issue.

X

Date Signed

1. Required Insurance Addendum to Lease Agreement

1.1 AGREEMENT

This Addendum is attached to and becomes a part of the Residential Lease Agreement. For the duration of the Lease Agreement, Resident is required to maintain and provide the following minimum required insurance coverage:

- \$100,000 Limit of Liability for Resident's legal liability for damage to the landlord's property for no less than the following causes of loss: fire, smoke, explosion, water damage, backup or overflow of sewer, drain or sump ("Required Insurance").

Resident is required to furnish Owner with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Resident does not have Required Insurance, Resident is in breach of the Lease Agreement and Owner shall have, in addition to any other rights under the Lease Agreement, the right but not the obligation to purchase Required Insurance coverage and seek reimbursement from the Resident for all costs and expenses associated with such purchase.

Resident may obtain Required Insurance from an insurance agent or insurance company of Resident's choice. If Resident furnishes evidence of such insurance and maintains the insurance for the duration of the Lease Agreement, then nothing more is required. If Resident does not maintain Required Insurance, the insurance requirement of this Lease Agreement may be satisfied by Owner, who may schedule the Resident's unit for coverage under the Landlord's Required Resident Liability insurance policy ("LRRL"). The coverage provided under the LRRL will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Owner for the LRRL coverage shall be charged to Resident by the Owner. Some important points of this coverage, which Resident should understand are:

1. LRRL is designed to fulfill the insurance requirement of the Lease Agreement. Owner is the Insured under the LRRL. Resident is not the insured under the LRRL policy.
2. LRRL coverage is not personal liability insurance or renters insurance. Owner makes no representation that LRRL covers the Resident's additional living expenses or liability arising out of bodily injury or property damage to any third party. If Resident requires any of these coverages, then Resident should contact an insurance agent or insurance company of Resident's choice.
3. Coverage under the LRRL policy may be more expensive than the cost of Required Insurance obtainable by Resident elsewhere. At any time, Resident may contact an agent of their choice for insurance options to satisfy the Required Insurance under this Lease Agreement.
4. Licensed insurance agents may receive a commission on the LRRL policy.
5. The cost to the Resident for the LRRL coverage shall be ten dollars and fifty cents (\$10.50) per month. Additionally, an Administration Fee in the amount of four dollars and fifty cents (\$4.50) to be retained by the Owner for processing and handling will be charged.

Scheduling under the LRRL policy is not mandatory and Resident may purchase Required Insurance from an insurance agent or insurance company of Resident's choice at any time and coverage under the LRRL policy will be terminated by the Owner.

X

Date Signed

1. Resident Benefits Package

1.1 INTRODUCTION

This Resident Benefits Package Lease Addendum (“RBP Addendum”) is effective as of the commencement date of the Lease and agreed upon between the Resident and the Landlord. The RBP Addendum provides the terms and conditions of the required Rize Property Management Resident Benefits Package (“RBP”) that delivers savings and convenient, professional services that make taking care of your home second nature at a cost of Resident Benefits Package per month (“RBP Fee”), payable with Rent and defined as Additional Rent, where permitted by law. The RBP includes all services listed below and no discounts to the RBP Fee will be given if any element(s) of the RBP is discontinued and/or unavailable due to a lack of HVAC, property-specific limitations, availability of services, or any other reasons, unless otherwise specified below.

Resident and Landlord mutually agree that the RBP is defined based on the services listed below and variations of inclusions may exist due to property specifications and elections requested by Resident. Resident acknowledges and agrees that (1) all services listed below are part of the RBP, (2) are made at the Resident’s request, and (3) shall be effective for the Term of the Lease and shall terminate only upon termination of the Lease, or upon the renewal of the Lease without the inclusion of RBP.

1.2 HVAC FILTER DELIVERY

The RBP shall include the provision and delivery of HVAC filters for the Resident’s home approximately every 90 days, or as required by your HVAC system. Resident shall be solely responsible for the proper installation of the filter that is provided within two (2) days of receipt. Resident hereby acknowledges that the filters will be dated and subject to inspection by the Landlord upon reasonable notice to verify replacement has been timely made. If at any time Resident is unable to properly or timely install a filter, Resident shall immediately notify the Landlord in writing. Due to potential damage caused to the HVAC system from failure to properly and timely replace the filter, Resident’s failure to properly and timely replace the filters shall be considered a material breach of the Lease and Landlord shall be entitled to exercise all rights and remedies it has against Resident and Resident shall be liable to Landlord for all damages to the property or HVAC system caused by Resident’s neglect or misuse. If at any time Resident is unable to properly or timely install a filter, Resident may notify Landlord in writing and Landlord shall arrange for installation and may charge a trip fee, or other fee, to Resident to perform the filter change. Resident acknowledges that if the property does not have an HVAC system, there will be no filter(s) provided and there is no discount to the overall Resident cost of the package. Resident acknowledges and agrees that the delayed receipt of HVAC filters, or inaccuracy of shipment, shall not cause a reduction or modification to the RBP Fee.

1.3 RESIDENT REWARDS

The RBP shall include access to a resident rewards program (“Rewards”) designed for use by the Resident. Rewards are solely accessible online and are activated, and used, at Resident’s sole discretion through use of a mobile application provided by the Rewards provider. Rewards will provide Resident with available rewards as a preferred customer of the Landlord. The Rewards shall be subject to Resident’s acceptance of the Rewards provider terms of use. Resident acknowledges that the Rewards online platform may be inaccessible due to, but not limited to, scheduled outages, force majeure, internet failures, among other reasons. Resident acknowledges and agrees that the inaccessibility of the Rewards for a period of less than thirty-one (31) days shall not cause a reduction or modification to the RBP Fee.

1.4 CREDIT BUILDING

Resident agrees to, and Landlord shall provide, credit bureau reporting of payment history of Rent payments, excluding payment of Additional Rent or any other services paid by Resident under the Lease, through a third-party service provider. For any disputes, and/or corrections, Resident acknowledges and agrees to seek resolution first with the third-party credit data furnisher, and in the absence of resolution, then from the Landlord. Resident acknowledges and agrees that the inaccurate reporting, or lack of reporting, shall not cause a reduction or modification to the RBP Fee.

1.5 \$1M IDENTITY FRAUD PROTECTION

Resident has elected to be automatically enrolled in Identity Protection and agrees to Aura's Terms of Service and Privacy Policy with respect to the identity theft protection service provided as part of the RBP, which can be found at <https://my.aura.com/start/secondnature>.

1.6 ON DEMAND PEST CONTROL

Resident has elected to be automatically enrolled in the following On Demand Pest Control service, pursuant to the terms and conditions provided under <https://pest.residentforms.com/resident-terms-of-service> and considered as part of the Lease:

- Pest Plus

*Coverage in package is subject to change due to changes in service providers or local regulations, upon 30 day notice.

1.7 ADDITIONAL TERMS AND CONDITIONS

The following services are provided to the Resident at no additional cost and shall be considered complimentary to the Resident upon the election to receive the RBP, in addition to the terms and conditions for the services:

RBP Vendors: Landlord, and/or Rize Property Management, may have business relationships or affiliations with vendors and suppliers of RBP services or products provided herein and may receive financial or other benefits from that relationship or affiliation.

Data Privacy Consent: Resident hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Resident's personally identifiable information, including sensitive information, to include, but not limited to, Resident's name, address, telephone number (home, work and mobile numbers), email address, and date of birth (collectively, the "Resident Data") by the Landlord, and its service providers, subcontractors, and agents (individually or collectively, the "RBP Provider(s)") for the exclusive purpose of implementing, managing, and performing the RBP. The Resident understands that Resident Data may be transferred to any RBP Provider implementing, managing, and performing the RBP, now or in the future. The Resident authorizes the RBP Providers to receive, possess, use, retain and transfer the Resident Data, in electronic or other form, for the exclusive purpose of implementing, managing, and performing the RBP. The Resident understands that Resident Data will be held by the RBP Providers only as long as is necessary or appropriate for implementing, managing, and performing the RBP. Further, the Resident understands that the Resident is providing the consents herein on a purely voluntary basis. Landlord represents and warrants that it shall comply with applicable data protection laws, including implementing appropriate technical and organizational measures which meet the requirements of applicable data protection laws.

Consent to Receive SMS Messages: Resident consents to receive SMS messages (including text messages), and telephone calls (including prerecorded and artificial voice and autodialed) from the Landlord and the RBP Providers at the specific number(s) provided to the Landlord, with service-related information, account information or questions, and/or marketing information. The Resident represents that the Resident is permitted to receive calls and text messages at the telephone number provided to the Landlord by the Resident. Standard message and data rates may apply. SMS messaging services may be modified from time to time, for any reason, and without notice, including the right to terminate SMS messaging with or without notice, without liability to the Resident.

Upon the signature of the Landlord and the Resident(s) below, the above-mentioned RBP Addendum shall be considered as part of the Lease and legally binding on all Parties.

X

Date Signed

1. Resident Success Guide

1.1 WELCOME

Welcome to your new home with Rize Property Management! The purpose of The Rize Property Management Resident Success Guide is to ensure you have all the necessary information to enjoy your living experience and understand the expectations and responsibilities of you and Rize. This Resident Success Guide is a supplement to your lease agreement and may change with 30 days' notice.

We know you have a lot to do as moving is always a challenge, so our goal is to keep this concise and worthwhile for you to read!

In this addendum, you will find information regarding:

- Move-in checklist
- Resident portal
- Contacting Rize
- Maintenance Responsibilities
- Utilities
- Rules and Regulations
- Renewing Your Lease
- Moving Out

1.2 MOVE-IN CHECKLIST

The first thing you need to do is fill out your move-in checklist as this protects you from being held responsible for any cosmetic damage that may exist prior to your move-in. This is for cosmetic damage ONLY and not for functional issues that need immediate repair. You will be provided instructions at move-in on how to complete your inspection through the zTenant app. Inspections must be completed within 72 hours of move-in. If there are any items that need immediate repair, please submit a work order.

1.3 RESIDENT PORTAL

You should have already received a link in text or email. If not, please email service@rizepm.com right away. In the portal, you can pay your rent using a checking or savings account for a nominal fee. This is the best method as you will be charged a larger fee to pay with a debit or credit card, depending on the credit card company's fee structure. If you prefer to pay with a money order, you can save time and do this from any CVS or 7-11 with Pay Slip. If you are interested in this method of payment, please email service@rizepm.com for more information. We also have a drop box outside the front door to our office that is available 24/7 for payments. Please make sure every paper check or money order you pay with is completely filled out, with your name and address clearly visible. You assume any potential risk associated with leaving your rent payments in the drop box.

Rent, utilities, and all other fees are due on the 1st of each month, with a grace period through the 5th. Late fees will be charged according to your lease contract on the 6th of each month. Late payments must be made via certified funds and paid in full. Partial payments of any kind will not be permitted after the 5th of the month. The portal will be locked for payments when rent is late. If you think you may be paying late, notify the office immediately.

The portal is also your resource to:

- **Request maintenance.** The portal is how you request and track the status of your work order. Please put multiple issues in one work order rather than in multiple work orders. We do our best to respond to all maintenance requests within 24 business hours and faster for emergencies. Please do not submit online work requests for emergencies.
- **View documents.** You can see your lease agreement and other documents in the portal.
- **Update information.** You can also update your contact information and upload a new renter's insurance policy.

1.4 CONTACTING RIZE

We are here to help! The best way to contact us is to email service@rizepm.com. This is the best way to contact us as this gives a record of the conversation as oral agreements are not binding. You can call our office at 801-210-7002. We try our best to answer every call, but are often on the phone with other customers. Please leave a voicemail and we will respond as quickly as possible.

Our office is open Monday-Friday 8:30am - 5:30pm. We are happy to meet with you for items that cannot be handled virtually. Please reach out to make an appointment by emailing service@rizepm.com.

Our after hours emergency maintenance service can be reached by phone. Please call the office number above and follow the prompts to be directed to emergency maintenance.

1.5 MAINTENANCE REQUESTS

- Be as specific as possible about the problem. Include photos wherever possible as this will speed up the repair process.
- Our vendors will reach out to you to schedule appointments. You will need to look out for their phone call. If you miss a call regarding requested service, please return the phone call as soon as possible. Please also make sure your contact information is up to date so we can get in touch.
- Please be sure to try basic troubleshooting before requesting service. Please refer to the plumbing, HVAC, and electrical sections below for some common troubleshooting tips.
- Tenants are responsible for securing any pets that the vendor may encounter on their visit to the property.

1.6 MAINTENANCE EMERGENCIES

During business hours, you should call our main line at 801-210-7002. If we are on another call, leave a voicemail and we'll get back to you right away. After hours, call the main line at 801-210-7002. Press the option for a maintenance emergency and you will be connected with our after hours maintenance service.

What is Considered an Emergency:

- A fire
- A flood that is causing property damage
- A non-functioning toilet when the home has only one toilet
- The heat is not working in the winter months
- The AC is not working in the summer months

This list is not exhaustive, and emergencies may exist in addition to those listed above. All other maintenance should be submitted as a request through the tenant portal.

1.7 LAWN CARE

Unless otherwise stated in your lease, you are responsible for all landscape maintenance. Failure to keep your yard areas clean and free of debris and overgrowth, to set sprinkler timers appropriately (if applicable), to keep lawns trimmed, and all areas otherwise maintained may result in the transfer of city fines, and/or move out charges taken from your deposit at the end of your tenancy. Should a landscaping service be required due to your neglect, you will be responsible for the charges.

Residents with enclosed patio spaces that contain gravel, grass, or any other landscaping that reside in an apartment or townhome community are responsible for weed control, leaf cleanup, and keeping the area well maintained.

Lawn care Expectations:

- You are responsible for watering the lawn, bushes, shrubs, flowers, and any other plants that were present at the time of move in. It is expected that the lawn will be alive and green (if during the growing season) and ALL plants will be alive when you vacate the property. It is recommended that you set automatic sprinkler systems to water all zones for 30 minutes each, 3-4 times a week.
- You are responsible for keeping the yard free of weeds. "Yard" is defined as the lawn, planter areas, sidewalk cracks, driveway cracks, adjacent gutter cracks, and park strip.
- You are responsible for keeping the lawn mowed and trimmed at all times.

If the yard does not meet the above expectations, Rize Property Management will perform the work and you will be charged for the time and any costs incurred.

If we receive notification in any form (e.g. complaint from neighbors, notification from city, result of an inspection) that yard care is not being performed then Rize will perform the necessary yard care, and charge the cost to your account. If not paid, these charges could result in the accumulation of costly late fees and eventually in possible eviction.

1.8 SNOW REMOVAL

If your lease agreement indicates you are responsible for snow removal, then it is expected that snow will be removed from all walkways, balconies, decks, driveways, and sidewalks within 24 hours of the snow fall. In most cities it is a city law to remove all snow within 24 hours or the city will fine the owner and the tenant will be responsible to reimburse the owner.

If you live in an apartment community, Rize will handle snow removal following two or more inches of snow. We work to get to our properties cleared of snow as quickly as possible during a storm and do not guarantee a timeframe. Given our climate, you should be prepared to travel in the snow.

1.9 SPRINKLER AND SWAMP COOLER START UP AND SHUT DOWN

All properties with sprinkler systems will be started up at the beginning of the season and shut down at the end of the season. You do not need to request this service and you are not authorized to do it yourself. You are already on a list for start-ups and shutdowns. The start up/shutdown fee will be charged to your account as outlined in your lease. Any leaks or damage outside of this process need to be reported. It is your responsibility to submit a work order for these issues.

1.10 OTHER EXTERIOR RESPONSIBILITIES

- Sidewalks, driveways, walkways, lawns, entrances, hallways, stairs, parking areas, and other exterior areas should not be obstructed at any time.
- Any aerials or antennas of any kind need to be approved by Rize prior to installation.
- Large personal items such as house furniture, bicycles, boxes, etc. should be stored in your home or storage unit or areas specified by Rize. All such items must be removed at your expense within 3 days following written request from Rize.

1.11 SAFETY RESPONSIBILITIES

Smoke/CO alarms are contained in each of the premises. You should check the alarms to ensure they are functioning properly at minimum every 6 months. It is your responsibility to change the batteries to make sure alarms are functioning. During inspections if batteries are not changed, Rize will do so and charge you for the cost. Malfunctioning smoke/CO alarms should be reported to us immediately. You must first check batteries before reporting an issue. The intentional disabling of a smoke/CO alarm by a tenant or its guest is a violation of these rules and regulations. If any exterior doors or windows are not secure, please report to us immediately.

1.12 HEATING AND COOLING RESPONSIBILITIES

If you live in a single-family home or a multi-unit building containing less than five units, you are responsible for cleaning or replacing the furnace filters at least once every 3-6 months, especially at the beginning of fall or winter. Repairs/system replacements caused by failure to clean/replace the filter may be your responsibility and costs associated will be charged to your account.

For residents enrolled in the Resident Benefits Package, filters will be mailed to you on a quarterly basis. For additional information, please refer to the Resident Benefits Package addendum included in your lease.

If you live in a multi-unit building or community containing five or more units, Rize will change your filters. Please submit a maintenance request to have this service completed.

Storage of any kind in utility rooms/closets is prohibited because of the potential fire hazard. Management may ask to inspect this area on a routine basis.

Changing the batteries in thermostats is your responsibility. If you experience an issue with your HVAC, please check the thermostat batteries and the air filter prior to contacting management. If you notice the service lines to/from the AC are frozen you will need to shut it down, change the filter and allow the unit to defrost before restarting it.

Swamp coolers will be started-up/shut down at the beginning of spring and the end of summer. If you have a swamp cooler, you are already on our list, and there is no reason to request this service. Any other issues with your swamp cooler should be reported to maintenance.

1.13 POWER AND ELECTRICITY

If the power goes out in your home, first check to see if the whole area is without power. If it is out in the entire area, please direct inquiries to the power company. If the power is only out in your home, check the circuit breaker box and/or the main breaker to the house. If breakers have been tripped, you will need to reset, or flip the breakers. Rize Property Management is not responsible for power outages. If management needs to shut off power for any reason you will be notified beforehand.

If power in your kitchen, bathroom, or garage is out, please check the GFCI buttons on all outlets in any of these rooms as they can all be connected. You will need to push the button to reset.

1.14 PLUMBING RESPONSIBILITIES

- You are responsible for the daily maintenance of toilets, sinks and garbage disposals. Disposable diapers, sanitary napkins, toys, etc., will cause your toilet to clog and can cause a sewer backup. If maintenance is called out and such items are found, you will be charged for the costs and expense of the correction.
- If you have a clogged toilet, you are responsible for attempting to unclog it with a plunger.
- If you have a clogged shower or sink drain, you are responsible for ensuring the drain is free of hair and other debris.
- If the garbage disposal is clogged or frozen, you are responsible to hit the reset button and to try to disengage the frozen disposal using an allen wrench.
- If your home has a water softener, you are responsible for keeping it maintained by adding salt when necessary.
- All other plumbing issues should be reported to Rize.

1.15 PEST CONTROL

You are responsible for keeping their home tidy to avoid rodents, pests, and insects. Rize will not treat for the prevention or control of pests and insects unless a professional pest company confirms that there is a prior infestation. You must first take steps to control or get rid of pests/insects prior to contacting management. If it is determined pest infestation was brought in by the occupants (i.e. bed bugs, roaches), you will be charged for all extermination fees associated.

If you are notified that pest control services are necessary in your home, you are required to comply and allow access to the pest control technician. Failure to do so will result in fines.

For residents residing in single-family homes or multi-family properties containing four or fewer units, certain pests are covered under the pest control portion of the Resident Benefits Package. Please refer to the Resident Benefits Package addendum in your lease contract for more detail.

1.16 UTILITIES: UB WEST

If you are a resident at the following apartment communities:

- Woodside at Holladay
- Tapestry Townhomes
- Monarch Townhomes
- Townhouse Court
- Cottonwood Creek Apartments

Water, sewer, trash, gas, common area gas, electricity, and common area electricity will be billed by UB West and posted to your ledger with rent each month. Please refer to the Utilities Addendum in your lease contract for more details on the billing process.

1.17 UTILITIES: ALL OTHER RESIDENTS

Do not put utilities in your name! All utility charges will be posted to your tenant portal, and you will pay them directly to Rize along with your rent due on the 1st of the month.

Please do not connect utilities in your name as reconnection charges of \$50 per utility will apply.

1.18 PARKING

No vehicle that is inoperable may be parked on the property at any time. All cars are required to have current license plates and registration. All cars must be parked in designated, hard surfaced parking areas. Parking is never permitted on landscaped or grass areas. If you live in an apartment community, you may have a specific parking addendum outlining the parking passes and assigned spaces.

1.19 HOME CLEANLINESS

Homes must be kept in clean, broom swept appearance during the duration of your lease. Items cannot block windows or doors. Items may not be stored near or around water heaters, furnaces, or any other appliance that would create a safety hazard. We do not want to charge you for cleaning when you move out and it is easy to avoid this by cleaning regularly.

For residents that have paid a cleaning fee prior to move in, please be aware that any cleaning charges exceeding the amount of your paid cleaning fee may be assessed at your move out.

1.20 SHOWER CURTAIN REQUIREMENTS

If your home has a shower that requires a curtain, waterproof curtains must be installed and used correctly. While taking a shower, the curtain must be inside the tub and closed completely to prevent water from leaking outside of the shower area.

Repairs relating to water damage that occurs as a result of improper use, or lack of use, of a shower curtain will be the resident's responsibility.

1.21 OUTDOOR SPACES

All balconies and patios must be kept clean. Do not store furniture, boxes, trash, or other items in the space. If you have a balcony, you may keep outdoor furniture in good condition and plants that are well maintained. Furniture of any kind is never to be left outside your front door. Plants or other items left in common areas must be removed. Violations of this policy may result in fines of \$50 per occurrence, up to and including removal of the items.

1.22 GUESTS

Guests must comply with all terms of the lease and Rules & Regulations. If your guests violate any rules, this will mean you are in default of the lease. Rize has the right to restrict any guest from the premises by issuing a 3-day notice that may result in an eviction.

Guests are permitted to stay no more than 3 consecutive days or more than 5 days in any quarter. If your guests will be staying with you longer, then you must speak with us to add them to the lease.

1.23 SMOKING

Smoking and vaping of any kind are prohibited inside all properties and on balconies, porches, decks, steps, patios, etc. Smoking and vaping are prohibited within 50 feet of any structure.

1.24 CRIMINAL ACTIVITY

No criminal activity of any kind will be tolerated on the premises. This includes criminal activity of any tenant, occupant, or guest within the community. Criminal activity does not need to be charged or investigated by police authorities to be grounds for eviction. The discharge of any firearm or brandishing of any other weapon within the community will be grounds for immediate eviction.

1.25 NOISE

Quiet hours are between 10 pm and 7 am unless otherwise stated by city statute. Excessive noise from residents, guests, and animals is prohibited at all hours. Please be considerate of your neighbors and respect these rules.

1.26 ANIMALS

Animals are only allowed on the premises ONLY if a separate animal agreement exists and if allowed on the property. Unauthorized animals will result in a fine of \$350 plus all applicable pet fees, deposits, and rent. Animals must always be on a leash in a common area. Animals that show any signs of aggression toward other people or animals must be removed from the property and may result in a notice to vacate to the animal owner. Animal waste must be picked up and disposed of immediately, or fines may be assessed. Damage caused by animals must be repaired within 10 days of written notice.

Animal Waste and Litter:

Pick up after yourselves and your animals. Do not let any waste remain on the grounds for any period of time. Fines of \$200 or greater per occurrence may be assessed depending on specific lease and addenda terms. If you live in a community that uses the PooPrints program, please refer to the addendum in your lease contract for more details regarding animal registration and fines.

1.27 LOCK OUTS

We understand that getting locked out or losing your key happens. If this does happen, it is your responsibility.

During business hours, you can come by our office to get a key made for a \$5 charge. You must call ahead. If the lock out occurs after hours, you will need to call a locksmith. If for any reason the locks are changed, a like-kind lock must be used and Rize must be provided with a key within 24 hours.

If you are locked out after hours due to a malfunction of the lock, you will need to contact a locksmith, then contact the office regarding the expense the next business day.

1.28 GRILLS AND OUTDOOR COOKING

Any outdoor cooking is prohibited within 5 feet of any structure and is prohibited underneath any roof or on any balcony.

For Tapestry Townhomes Residents, grills are prohibited within 10 feet of any structure.

1.29 HOT TUBS AND POOLS

Unless provided by the owner upon move-in, all hot tubs, pools, or any other body of water are prohibited at all times. If a community pool exists, you will be given separate rules and regulations.

1.30 INSPECTIONS

Periodic inspections will be conducted to ensure the safety, function, and habitability conditions of the property are met. For certain inspections, you may be required to be home. These inspections will be scheduled in advance. If you cancel an appointment within 24 hours of the scheduled time, a fine of \$50 will be charged.

1.31 RENEWAL OFFERS

Renewal offers are sent a minimum of 45 days prior to your lease expiration date. Rize will inform you of renewal options, including any applicable rent increases or fee changes. No fees or additional deposits are due at time of renewal unless you are making changes to the leaseholders. Prior to the renewal you will need to update your contact information with Rize. A lease renewal may or may not be available due to factors such as your adherence to lease requirements or the plans of the property owner.

1.32 MONTH-TO-MONTH

If you do not renew your lease, it will automatically become a month-to-month lease and you will be charged an additional \$200 per month, unless otherwise specified in your lease.

1.33 ROOMMATE CHANGES

Roommate removals may only occur at the time of renewal. We will not remove any leaseholders until this time. Do not submit a move-out date through your portal unless every resident is moving out. Remaining residents must requalify by providing current proof of income. New residents must apply and meet all application criteria. All residents must agree to the changes and paperwork will be required. A \$275 lease initiation fee will be assessed.

For all other questions on lease renewals, please contact us.

1.34 MOVE-OUT NOTICE

You must submit an Intent to Vacate (NTV) notice 30 days prior to your lease end date. This form is available on our website or we can email it to you.

All individuals who have signed the lease must sign the Intent to Vacate Notice.

Submitting notice prior to the end of your lease does not release you from your lease obligations. Please contact us for details on your obligations past your move out date. In some instances, buy-out agreements may be offered.

After your notice has been submitted, you will be provided with a Move Out FAQ letter. Please read this letter in its entirety.

1.35 KEY RETURN FORM

Turn in keys on or before your scheduled move out with a fully completed key return form. Final move out inspections will be done only after all your personal property has been removed and you have properly cleaned the unit.

Keys will need to be returned to the office at Rize, along with any additional property access items (garage door remotes, mail keys, pool keys, amenity keys, parking permits, etc.). Do not leave keys in your home unless specifically instructed. A fee may apply for any unreturned items. You will not be able to re-enter the property once you have returned the Key Return Form.

1.36 MOVE-OUT CONDITION

If you paid a non-refundable cleaning fee upon move-in, you are required to leave the property free of all items and broom swept. If excessive cleaning is necessary, you may be charged additional cleaning fees. If you did not pay a non-refundable cleaning fee at move-in, you are required to leave the property in professionally cleaned condition, including carpet cleaning.

Any damages or cleaning fees will be deducted from your security deposit. In assessing charges, we carefully review your move-in condition checklist as well as photographic records and work orders. Flooring replacements and painting are billed based on a prorated schedule.

If you have resided in the home for less than five years, charges for paint and drywall repairs will be assessed based on the remaining useful life of the surface. If you have resided in the home for more than 5 years, no charges will be assessed for normal wear and tear to paint or drywall. Any excessive damage beyond normal wear and tear, regardless of length of residency, may result in full repair charges.

Carpet repairs and replacements are prorated on a 5-year schedule, while vinyl and laminate are prorated on a 27-year schedule, as required by law.

1.37 SECURITY DEPOSIT REFUND

The security deposit paid at move in will be held until the premises are vacated. Once vacated, a security deposit disposition will be mailed to your forwarding address within 30 days with an itemized list of any deductions. Refunds may be issued via check or direct deposit if you have submitted authorized bank account information through your portal.

1.38 CHANGE IN POLICIES

From time to time, as deemed necessary, it becomes important to modify or change the rules and regulations to better suit the property's needs. Once the change is effective and tenants have been notified, the new policy will be considered a formal part of the rental agreement.

Notice of any such changes in rules and regulations may be given by publishing the new rules in any monthly newsletter, by posting the new rule on all bulletin boards, emailing Tenant, or by posting or delivering the new rule to each Tenant at the premises. Thirty (30) days after such change is noticed, all tenants will be required to comply with the new rule.

1.39 ACKNOWLEDGEMENT

This is to acknowledge that I/we have received a copy of the Rize Property Management Resident Success Guide. I understand that I am responsible for reading and understanding the contents of the Resident Success Guide. If I have any questions, concerns or need additional information prior to complying with any suggestions or stated rules in this handbook, I will contact Rize Property Management immediately.

X

Date Signed

1. Sight Unseen Addendum

1.1 SIGHT UNSEEN ADDENDUM

<<Tenants (Financially Responsible)>>

The above mentioned residents have requested to lease this property without pre-rental visual inspection or approval of the property. Resident recognizes the inherent risks and possible misunderstandings involved in leasing and occupying residential property "sight unseen." Resident also acknowledges that upon signature they will be bound by the terms of the lease.

It is agreed and understood that the preceding Addenda is included as part of the rental Agreement.

X

Date Signed

1. Move-In Inspection

1.1 COMPLETING YOUR MOVE-IN INSPECTION

At Rize Property Management, we're thrilled to have you as a new resident! To ensure your move-in process is as smooth as possible, we'd like to share some helpful steps to get started in your new home.

One of the most important tasks as you settle in is completing your **Move-In Inspection**. This process is vital for documenting the condition of your new home and is the best way to protect your security deposit. By noting any preexisting damages or concerns now, you can ensure you won't be held responsible for them when it's time to move out.

We've made this process easy and convenient by allowing you to complete the inspection yourself using the **zTenant app**. You'll receive an email invitation with instructions to download the app and access your property's customized inspection template.

Here's how it works:

- 1. Download the App:** Follow the link in your invitation to install the zTenant app on your phone or tablet.
- 2. Inspect your New Home:** Use the preset inspection template to review each area of the property. Mark items with a condition rating (e.g., S for Satisfactory or D for Damaged) and add photos or comments as needed.
- 3. Submit Your Report:** Once all areas are completed (indicated by green checkmarks), submit your inspection. A copy will be sent to both you and Rize for your records.

By completing this inspection, you'll not only safeguard your deposit but also help us ensure everything is in order for you to enjoy your new home. If any repairs are needed, please submit a work order on your online tenant portal through AppFolio.

IMPORTANT NOTE:

You will have **three full days** to complete this inspection, and it will be disabled and inaccessible after that time period. At that point, the unsubmitted inspection will not be able to be reopened.

X

Date Signed

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
March 2021

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

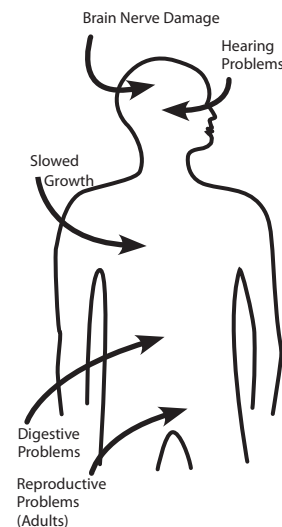
⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatements are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

second nature



RESIDENT BENEFITS PACKAGE

Frequently Asked Questions



Who is Second Nature?

Second Nature works with professional property managers to deliver top-tier resident experiences to over 1M residents nationwide. As a trusted partner, they power many aspects of our resident benefits package behind the scenes, ensuring a smooth and enjoyable experience for all.

What is an RBP?

The Resident Benefits Package (RBP) is a suite of services designed to provide savings, convenience, and professional services to all residents.

Visit secondnature.com/residents to learn more or reach out to residenthelp@secondnature.com with questions.

FREQUENTLY ASKED QUESTIONS

Air Filter Delivery



Why is it important that I change my air filter regularly?

Regularly changing your air filter greatly reduces HVAC issues and repairs. A clean air filter allows your system to use less energy on a daily basis, leading to a 10-15% reduction in energy costs. By changing your air filter when you receive a new shipment, you'll remain in compliance with your lease agreement and have cleaner air for you and your family.

When will I receive my air filter?

Filters are shipped by Second Nature on a regular cadence to our residents. Your first shipment should arrive within the first 30 days of your move in date.

What kind of air filters does Second Nature send?

Second Nature supplies quality, MERV 8 rated filters which arrive with instructions on how to change your air filter, advice on where your air filter may be located, and direct access to Second Nature's customer service number.

I use high rated filters in my home due to a medical need, can I receive a higher rated filter?

Second Nature will be happy to upgrade the quality of your filter. Please email their customer care center at residenthelp@secondnature.com.

My filter shipment was lost, damaged, included the incorrect size/quantity, what do I do?

Second Nature will gladly send you a free replacement. Please email their customer care center at residenthelp@secondnature.com.

FREQUENTLY ASKED QUESTIONS

Resident Rewards



What is Piñata and how does it work?

Rent day is now rewards day. With Piñata's Resident Rewards program, you'll earn gift cards and substantial savings just for signing up. Pay rent on time to earn Piñata Points, redeemable for discounts and virtual gift cards in the Piñata Marketplace via the mobile app or their website.

How do I set up my rewards account?

Shortly after you've signed your lease and moved into your home, you'll receive an email from Piñata, our rewards partner. Simply follow the instructions to access your rewards account.

How do I earn rewards?

You'll be greeted with an initial reward of Piñata Points which you can use for in-app purchases or towards virtual gift cards to retailers like Amazon, Target, Apple, and more! You'll receive additional rewards with greater usage and with each timely rent payment.

How do I use my rewards?

Log into the Piñata app or website to view your rent due date and amount. Watch your Piñata Points grow with each on-time payment, and redeem them for rewards in the Marketplace tab whenever you're ready.

I'm having an issue with the Piñata app, how can I resolve this?

Piñata offers a chat feature which links directly to their customer support team.

FREQUENTLY ASKED QUESTIONS

Credit Building



What is credit building?

Credit scores determine your creditworthiness and affect loan terms, including credit cards, car loans, and mortgages. Through our partner, Piñata, we'll monitor and report your on-time rent payments to all three major credit bureaus (Experian, TransUnion, and Equifax), helping boost your credit score.

How long does it usually take to see a change in my score?

Once rent payments are reported by Piñata, they will appear as a new tradeline on your credit report, typically within 90 days of your first rent payment through the RBP. This tradeline will reflect timely rent payments throughout your residency.

Please note: Piñata reports under "tradeline 29" for rental payments, not as a loan like other credit entries. Be aware that other third-party credit report sites may display inaccurate information. We recommend that you review your credit report directly with the credit bureaus, Experian, Equifax, and TransUnion, for accuracy.

Why are you reporting my rent payments to the credit bureaus?

For most people, housing payments are their greatest monthly expense. We think it's only fair that our residents benefit from their timely rental payments.

What if there's multiple people paying rent? Who gets the credit score boost?

Our credit building service covers everyone in the unit that's listed on the lease, and at least 18 years of age. It doesn't matter how you're splitting up rent, or if you've got someone living with you who isn't contributing to the rent at all. As long as the full rent amount is received on time, everyone in the unit will see their credit scores improve. It's that simple!

FREQUENTLY ASKED QUESTIONS

Identity Protection



What is identity protection?

Every tenant listed on the lease who is 18+ will be enrolled in Aura, which uses IBM's Watson AI to proactively keep your data safe, and alert you if there are any data breaches or suspicious activity. You'll also get \$1 million in coverage in the event of lost funds due to identity theft.

How do I set up my account?

No action is necessary - you're already covered. As a part of our resident benefits package, you are automatically enrolled in Aura when your lease is signed. You'll receive a welcome email from Aura to set up your online account if you'd like to take advantage of even more features available to you at no cost.

What happens if my identity is stolen?

If your identity is stolen, log in to your account at my.aura.com/sign-in to file a claim. You'll be paired with a dedicated case manager who will walk you through the steps to getting your information secured and getting you back on your feet.

What does the \$1 million identity protection coverage entail?

Our \$1 million identity protection coverage ensures that, in the event of identity theft, you will have substantial financial support. This coverage encompasses expenses like legal fees, lost wages, and other costs associated with restoring one's identity. The goal is to ensure that if someone does fall victim to identity theft, they're not left shouldering the financial burden alone.

FREQUENTLY ASKED QUESTIONS

Resident Onboarding



What is resident onboarding?

Second Nature's resident onboarding is a white-glove service that gives you everything you need to settle in—without the stress. From utilities to movers and storage, you'll get access to a simple onboarding journey. It's like a move-in checklist and personal guide, all in one.

What's included?

You will receive:

- A personalized URL that takes you through a custom onboarding experience
- A one-stop hub for setting up utilities, internet, moving services, and more
- Hands-on support from a dedicated team that walks you through setup and answers questions
- Clear expectations and timely info

How does it work?

Once the lease is signed, you are automatically entered into a drip campaign that sends you everything you need. The onboarding link guides you step-by-step, and our team is ready to support you along the way.

FREQUENTLY ASKED QUESTIONS

On-Demand Pest Control



What is on-demand pest control?

On-Demand Pest Control is a fast, easy, and effective way to treat active pest infestation. We offer online claim submission for covered pests, so you can get started on getting rid of your pest problem right away. Our treatment and coordination costs are included for all covered claims, so you can rest assured that you're getting the best possible service.

How does it work?

If a covered pest issue arises, a request can be made online at pest.residentforms.com. Simple and easy! Just provide your address (including any unit #), phone number, email, and visible pest(s).

What pests can I request service for?

Please check the RBP addendum or section of your lease that references On-Demand Pest Control to see what pests are covered in your plan at no additional cost. If a pest falls outside of coverage, you can still submit a claim. When possible, a vetted vendor contact will be provided and discounted pricing for treatment may apply.

You can read the full terms of service at pest.residentforms.com/resident-terms-of-service.

Can I file more than one claim per year?

While unlikely, it is possible you could have separate infestations within a calendar year, which the plan accommodates. Each service also has a 30-day warranty from the completion of service date to ensure each issue is fully treated.



Living well should be Second Nature

If you have any further questions please reach out to
residenthelp@secondnature.com