



V.1.7

5937 S Redwood Rd. Taylorsville, Utah 84123 Phone: 801-748-1044 Email: kelsey@rentfromboardwalk.com

Lease Snapshot	
Prorated amount	
Monthly Rent Amount	
Deposit	
Lease Start Date	
Lease End Date	
Date need to give notice by	

Rental/Lease Agreement

This Lease Agreement ("Lease") is dated _____, 2015 between Boardwalk Property Management ("Landlord") on behalf of the Owner of Record of the Premises, and _____ ("Tenant"). The parties agree as follows:

- 1. PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant _____ bedroom, _____ bathrooms (the "Premises") located at: _____ city of _____, Utah _____.
- 2. TERM.** The term of this lease shall commence on _____, 20____ and will terminate on _____, 20____.
- 3. RENEWAL TERMS.** This Lease shall automatically renew for an additional period of **6 months** per renewal term, unless either party gives written notice of termination no later than **30 days prior to the end of the term or renewal term. For example if a lease ends on July 31st, the notice needs to be given prior to the end of the business day on June 30th.** The lease terms during any such renewal term shall be the same as those contained in this lease. The tenant may continue on a month to month basis upon approval of the property owner and provided that a proper 30 day notice of the intent to continue on a month to month has been provided. All leases that convert to a month to month shall be subject to a 5% increase of the base rent amount and shall continue at that amount each month that tenant continues on a month to month until a period of 12 months at which point another 5% increase shall happen, and so on each 12 month period.
- 4. LEASE PAYMENTS.** Tenant shall pay to Landlord lease payments of \$ _____ payable in advance on the 1st day of each month. **If the 1st falls on a holiday or weekend, payment will be due on the business day before the weekend or holiday.**
Lease payments may be made in the following manner.
 - ACH (Automatic Deposit) Lease Payments are encouraged;
 - **Lease payments made by personal check will require an additional \$7.00 processing fee.**

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- Cashier's check or Money Order is always accepted, paid in person, to our office location at **5937 S Redwood Rd. Taylorsville, Utah 84123**. The address may change from time to time as determined by Landlord.
- Deposited to any Chase Bank branch account # 947632790. If deposited to Chase Bank, YOU MUST include your name or rent will be counted late if identified after the due date.

Lease payments shall be made to **Boardwalk Property Management**.

The **first payment due/ pro-rated amount** is \$ _____ and is due by _____.

5. **LATE PAYMENTS FEES AND NOTICE DELIVERY FEES.** If rent is received after the 1st day of any given month, tenant agrees to pay an automatic **\$35.00 late fee** for the first late day, plus an additional **\$10.00 per day** for each day thereafter. Tenant will be charged an **additional \$75.00** fee for service of any past due notices, Nuisance notices, 3 Day Pay or Vacate, NSF notices, or other notices due to noncompliance with CC&R's, local or state laws, or with terms of this Lease, etc. IF checks are mailed in, the mail date and post-mark must be 5 days before the first of the month that rent is due, to be considered on time. **All payments post-marked less than 5 days before the first will be charged normal late fees if payment is received after the first of the month.**

All payments made after the 5th of the month must be in the form of a Cashier's Check or Money Order.

6. **FAILURE TO PAY RENT.** If Landlord does not receive Rent by the fourth (4th) day of each month, a **Three-day Notice to Pay or Vacate** will be issued to Tenant. Tenant shall then have 3 calendar days from the service of the **Three-day Notice to Pay or Vacate**, to either pay any past-due rent and penalties, or else vacate the Premises. A failure to pay rent (and any incurred penalties) or to vacate after service of the **Three-day Notice to Pay or Vacate** shall be deemed a material breach of this Lease and Landlord shall be entitled to seek all remedies permitted by law and this Lease against Tenant including, but not limited to, an unlawful detainer action. If Tenant vacates the Premises after service of the **Three-day Notice to Pay or Vacate**, Landlord shall be entitled to recover all remedies permitted by law and this Lease. Landlord may, in its sole discretion, allow Tenant to enter into a Promise to Pay agreement, however, Landlord is not required to allow Tenant to do so. As stated in Paragraph 5, **if past due notice (3 day pay or vacate) is delivered at the home of tenant, then the charge will be \$75.00.**
7. **SECURITY DEPOSIT.** At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$ _____, of which **\$200.00** constitutes a lease setup administration fee and is **non-refundable**. The security deposit is to be held and disbursed for Tenant damages to the Premises and other defaults under this Agreement (if any) as provided by law. Upon termination of this agreement, deposits will be returned to Tenant(s) on the full faithful performance by him/her of the provisions herein. Tenant shall be obligated for any damages to the premises that occurred during tenancy, normal wear and tear excepted. Tenant is provided with a copy of those items that shall be inspected during a move-in walkthrough inspection which shall be used in determining the condition of the Premises at the move-out inspection. This form shall be called the "Property Condition Form", also as Addendum A and shall be attached as part of this agreement. **(See Addendum B for Move-Out Instructions and costs of repair that will be**

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charged as a result of any damage). Tenant shall not be held responsible for any damages, that are/were present prior to move-in, that were documented in the signed "Property Condition Form" or documented in any photos, or in the video at the time of move in. **It is the tenant's responsibility to ensure that all notable damages are correctly marked on the "Property Condition Form".** Tenant shall have 3 calendar days in which to report, in writing, any further damages to Landlord. After that period tenant shall accept the Premises in the "As-Is" condition and shall be responsible for the condition of the Premises thereafter. Within Thirty (30) days after Tenant has vacated the premises, Landlord shall furnish Tenant, by mail delivery to tenants' forwarding address, or tenant may personally pick up, a copy of an itemized statement indicating the basis for, and the amount of, any security deposit received and the disposition of the security deposit, and shall return any remaining portion of the security deposit to Tenant. Landlord is not obligated to return Tenant's security deposit or give Tenant a written description of damages and charges until Tenant gives Landlord a written statement of Tenant's forwarding address for the purpose of refunding the security deposit.

Tenant shall remain obligated for any damage to the premises that occurred during tenants' tenancy, even if tenant has completed his/her tenancy and has moved out and Landlord discovered the damage after the tenancy ended.

8. **BUY OUT.** If Tenant needs to move prior to the expiration of this contract, Tenant may buy out of this lease with an amount of 3 times the monthly rent payment, plus any advertising costs, agent commissions, and legal fees totaling. A 30 day notice must be given and approved by landlord.
9. **POSSESSION.** Tenant shall be entitled to possession of the Premises on _____ and shall yield possession to the Landlord on the last day of the term of this Lease at 5:00 pm, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its belonging, goods, and effects and peaceably yield up the Premises to the Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted. Tenant shall not be entitled to re-enter the Premises after this time for any reason.
10. **USE OF PREMISES/ABSENCES.** Tenant shall occupy and use the Premises as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.
11. **OCCUPANTS.** No more than those person(s) named on the lease and the additional occupants named below may reside on the Premises unless the prior written consent of the landlord is obtained.

Additional occupants _____	relation _____	age _____
_____	relation _____	age _____
_____	relation _____	age _____
_____	relation _____	age _____
_____	relation _____	age _____
_____	relation _____	age _____
12. **FURNISHINGS.** Landlord will provide the following furnishings: _____. Tenant shall return all such items at the end of the lease in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted.

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- 13. KEYS.** Tenant will be given _____ keys to the Premises, _____ mail box keys, _____ garage door openers, and _____ Pool/Clubhouse keys. Tenant shall be responsible to return all keys, openers/etc to the landlord following the termination of the lease. If all keys and/or openers are not returned to the Landlord following termination of the Lease, Tenant shall be charged \$20.00 per key and \$75 per opener. Tenant is prohibited from adding, changing, or in any way altering locks installed on the doors of the Premises without prior written permission of Landlord. If all keys to Premises are not returned within 24 hours of when the tenant vacates the Premises, Landlord may charge a re-key charge in the amount of **\$125.00** in order to secure the Premises. An additional _____ Pool/Clubhouse key/card deposit is required, which is fully refundable upon the return of those keys.
- 14. LOCKOUT.** If Tenant becomes locked out of the Premises, Tenant will be charged **\$50.00** for Landlord to come and unlock the Premises.
- 15. MAINTENANCE.** Landlord shall have the responsibility to maintain the Premises in good repair at all times and perform all repairs to satisfy any implied warranty of habitability except that Tenant will be responsible for repairs that includes changing air filters, changing light bulbs, batteries in thermostats and smoke detectors, etc. Any service calls by Tenant to any vendor, without prior Landlord approval, shall be paid for by the Tenant.
- 16. UTILITIES AND SERVICES.** Tenant shall be responsible for costs of utilities beginning the first date of the Lease term and any connection fees in order to establish the setup of any utility into Tenant's name. Utilities and services shall be assigned as such below and all utilities shall be kept in good standing.

Utility	Company	Phone	Owner	Tenant
Electricity/Power	Rocky Mountain Power	1-888-221-7070		
Gas	Questar	1-800-323-5517		
Water				
Sewer				
Trash				
HOA				

If water or any other utilities are shut off due to non-payment, (provided that it is the tenants responsibility to pay that service) tenant will be held accountable for any reconnect fees. Tenant should receive a copy of the water bill each month; however, if they do not it is still their responsibility to make sure the bill is paid.

Any and all other utilities and services shall be the responsibility of the Tenant.

- 17. TERMINATION UPON FORECLOSURE SALE OF PREMISES.** Tenant agrees and understands that Landlord will continue to manage the Premises in the event that the property is foreclosed on by a lender or creditor. Landlord shall have the right to work with any lender/creditor and arrange for continuing management services. In no case shall Tenant be entitled to stop making monthly rental payments or otherwise violate any term of this Lease

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because of foreclosure (or other creditor) proceedings. This Lease and all obligations hereunder shall continue to remain in full effect until otherwise agreed to by the Landlord. The Owner is not entitled to interrupt the Landlord's management services or directly communicate with Tenant or otherwise directly or indirectly interfere with this Lease between Tenant and Landlord. Any agreement (oral or written) between Owner and Tenant that attempts to modify the terms of this Lease shall be of no effect and void. In the event that an Owner does communicate with the Tenant directly it does not mean that a breach of this agreement has occurred.

- 18. TENANT INSURANCE.** Neither, Owner, or Boardwalk Property Management Company will be liable for any loss of Tenant's property. Tenant(s) hereby acknowledge this and agrees to make no such claims for any losses or damages against Owner, his agents, or employees. Tenant(s) alone is/are responsible for insurance of the tenant's property and personal effects. **Tenant shall obtain RENTERS INSURANCE and furnish policy information to landlord within 10 days after the execution of this lease.**
- 19. HABITABILITY.** Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises is in a reasonable and acceptable condition of habitability for the intended use, and the agreed lease payments are fair and reasonable. If condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to the Landlord.
- 20. DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 3 (three) days (or any other obligation within the timeframe given on such notice) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses), and a collection fee of 40% of any outstanding past due amounts suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be "additional rent", whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.
- 21. HOLDOVER.** If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.
- 22. ABANDONMENT.** If Tenant wrongfully quits and abandons the dwelling unit during the term of the tenancy, Landlord shall make reasonable efforts to make the dwelling unit available for rental. If Landlord rents the dwelling unit for a term beginning before the expiration of this Lease, this Lease terminates as of the commencement date of the new tenancy. If, after making reasonable efforts to make the dwelling unit available for rental after the abandonment, Landlord fails to re-

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rent the premises for a fair rental during the term, Tenant shall be liable for the entire rent or the difference in rental, whichever may be appropriate, for the remainder of the term.

- 23. CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.
- 24. RETURNED CHECK AND STOP PAYMENT.** In each instance that a check offered by Tenant to Landlord for any amount due under this Agreement or in payment of rent is returned for lack of insufficient funds, a "stop payment" or any other reason, whether it is the fault of the Tenant or the Tenant's financial institution, a service charge of \$20.00 will be assessed.
- 25. FEES.** In addition to the fees stated in the other areas of this Lease Agreement, the following fees shall apply when applicable.
- **Removing a Tenant from the lease \$100 (This requires owner approval, and not all requests will be granted). (Remaining Tenant(s) must show qualification to be able to sustain lease with proposed tenant being removed).**
- 26. RIGHT OF ACCESS AND SIGNAGE.** Landlord and Landlord's agents shall have the right of access to the property for inspections, repairs, and maintenance during reasonable hours provided that proper notice has been given or delivered to the Tenant. In the case of emergency, Landlord may enter Property at any time, without Tenant's consent, to protect life and prevent damage to the property. During the last 3 months of the term of the Lease, and during any period when Premises is being leased month to month, Landlord, and/or Landlord's agents may place a "for rent" or "for sale" sign in the yard or on the exterior of any dwelling on the Premises, may install a lockbox, and may show the Premises to perspective Tenants or purchases during reasonable hours. Tenant agrees to cooperate with Landlord, Landlord's agent and Broker who may show Premises to Perspective tenants or buyers and shall not deny right of access when proper notice has been given. For each occasion where the access rights described above are denied, Tenant shall pay Landlord in the sum of \$50.00 as liquidated damage; it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages are hard to estimate, and that the amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty. In the event a lockbox is installed, Tenant shall secure Jewelry and other valuables and agrees to hold Landlord and/or Landlord's agent harmless of any loss thereof. Tenant agrees to coordinate with the Landlord shall not deny Landlord access rights
- 27. RIGHT OF INSPECTION.** Landlord shall have the right to inspect the property at any time provided that proper notice has been given or delivered to the Tenant. At the time of the inspection Landlord may document the condition of the property by photo or video. If during any inspection the property is found to be in an unsatisfactory condition Landlord shall provide the Tenant with a corrective, detailed list and shall schedule a re-inspection to determine that the corrective items have been completed. The cost of the re-inspection shall be \$25.00 paid by the Tenant, due before the next rent cycle.
- 28. INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may

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suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

- 29. DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by responsible insurance company, unless the prior written consent of the Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.
- 30. COMPLIANCE OF REGULATIONS.** Tenant shall promptly comply with all HOA CC&R's, laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.
- 31. NOTICE.** Notices under this Lease shall not be deemed valid unless given or saved in writing and delivered to the Premises or forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below.
- 32. LEAD-BASED PAINT WARNING STATEMENT.** Housing built before 1978 may contain lead-based paint. Lead from paint dust can expose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before pre-1978 housing, landlords must disclose the presence of known lead-based paint areas and/or lead-based paint hazards in the premises. Tenants must receive a Federally approved pamphlet on lead poisoning prevention.
- Landlord Disclosure: (Initial where applicable) if the premises was built before 1978**
 _____ Owner has no knowledge of lead-based paint and/or lead-based paint hazards present in the premises.
 _____ Landlord has knowledge of lead-based paint and/or lead based paint hazards present in the premises, and attaches all available records and reports pertaining to the same.
- Tenant(s) Acknowledgement. (Initial where applicable if the premises was built before 1978)**
 _____ Tenants has/have received pamphlet *Protect your family from Lead in Your Home*.
 _____ Tenant/s has/have received copies of all records and reports pertaining to same, attached hereto.

- 33. LEAKS.** Tenant agrees to notify Property Management Company **IMMEDIATELY** upon discovery of ceiling leaks, water spots on the ceiling, walls or floor, any leaks from the water heater, or any other plumbing fixture leaks. If any water damage occurs as a result of not reporting leaks in a timely manner, **Tenant shall be responsible for costs associated with the repair of any resulting damage.**

34. RULES AND OBLIGATIONS.

- a. LANDSCAPE MAINTENANCE** Tenant shall be responsible to maintain the landscaping of the Premises which may include but not be limited to mowing, weeding, edging, trimming of trees and bushes, etc. If during routine inspection it is noted that the landscaping is not being adequately maintained, and not remedied within 3 calendar days,

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Boardwalk Property Management shall hire a landscaping company to mow, weed, edge, and trim trees and bushes at the Tenant's expense and Tenant shall pay a fee of \$75 for the violation of this responsibility.

- b. **PEST CONTROL.** Once Tenant has received possession of the Premises, Tenant shall be responsible for any and all pest control of the Premises. If during routine inspection of the Premises it is noted that there is a pest control problem, Boardwalk Property Management will hire a pest control company to remove and pest issues at the tenants expense.
- c. **PETS:** pets shall be brought on the Premises **Even Temporarily**, without the prior written consent of the Owner and a signed "Pet Addendum to the Lease". The unauthorized presence of a pet will subject the Resident to damages and termination of this Lease.
- d. **SMOKING: DISCLOSURE AND ACKNOWLEDGEMENT REGARDING SMOKING:** Resident waives any right to a cause of action for a nuisance pursuant to Utah Code 78-38-1 (3) (smoke and second hand smoke) and holds Owner harmless for any damages relating to smoke. Resident acknowledges 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. This waiver shall apply to all occupants and minors. Tenant shall abide by any regulations promulgated by Owner regarding smoking. Further Tenant acknowledges that smoking damages the Premises and agrees to pay for any such damage. **Smoking is only permitted 25 feet or more away from the Premises.**

Tenant	Tenant
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- e. **ACCESS WAYS:** Entrances, walks, lawns, stairs, and driveways shall not be obstructed for any purpose, other than ingress and egress.
- f. **AERIALS:** Radio, dish or television aerials shall not be placed or erected on the roof, balcony, or exterior without prior written permission from Landlord.
- g. **FRIVOLOUS NUISANCE:** Tenant(s) must, at all times, respect the right of neighboring, adjacent property holders and their occupants. Tenants must respect these occupant rights in the spirit of: "Quiet Enjoyment". To this end any violation/s of these rights including frivolous calls to any emergency services will result in a fine of \$75 per violation.
- h. **NOISE AND ODORS:** Tenant(s) and Tenant's guests agree to take reasonable and considerate precautions with regards to loud noise and shall dispose and take care of any foul smelling odors both in/or on the premises.
- i. **PARKING:** Non-operative vehicles are not permitted on the premises. Only passenger vehicles which are currently operable, currently registered in the Tenant's name in the same State as this dwelling address, and NOT leaking any substances may be parked on the Premises. Any such vehicle in violation may be removed by a Towing Service at the expense of the Tenant owning such vehicle and Tenant owning same shall have no right of recourse against Landlord, Owner, or his assigns. No vehicles shall be parked in the yard or on the lawn.
- j. **SNOW:** Tenant is responsible for clearing any walkways, stairs, driveways, etc clear of snow and ice. If Landlord, during routine inspection discovers that snow and ice is not being removed, Landlord may hire a snow removal company at the Tenant's expense and a fee of \$75 shall be charged to tenant for violation of this responsibility.
- k. **TRASH:** Tenant(s) shall be responsible for trash removal. A receptacle is provided for trash. Tenant(s) to ensure this receptacle is place at the street collection area in a timely manner to ensure pick-up by City Collection truck. Trash removal day is unknown.
- l. **CONTACT INFORMATION:** Tenant shall provide Landlord with their home or cellular telephone number and email address in the initial Tenant Application. Tenant agrees to

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update this information. Failure to timely update the information will result in a **\$50.00** travel charge if Landlord (including repair and maintenance contractors) are required to drive to the Premises in order to contact Tenant.

- m. SMOKE DETECTORS:** Landlord is to provide an operational smoke detection system. Upon taking occupancy, Tenant is responsible for ensuring that system is properly functioning. If system is not properly functioning, or batteries are missing at time of move-in, Tenant is responsible for providing written notice to Landlord within a timely manner.
- n. ALTERATIONS TO PREMISES:** Tenant shall make no alterations to the Premises or construct any building or make other improvements on the Premises without prior written consent of Landlord. All alterations (including painting of the walls), changes, and improvements constructed or placed on the Premises by the Tenant, with the exception of fixtures that are removable without damage to the Premises and movable personal property, shall (unless otherwise provided by written agreement between Landlord and Tenant) be the property of the Landlord and remain on the Premises at the expiration or upon sooner termination of the Lease.
- o. FILTERS AND CARE FOR SYSTEMS:** Tenant is solely responsible for purchasing/changing air filters on heating/cooling units on a quarterly basis. Tenant will accrue a **\$25.00 fee** each time filter is found dirty at any inspection, and at move-out walkthrough. Tenant is solely responsible for care and cleanliness of window coverings (if applicable); changing salts in water softeners (if applicable and as directed per system) and any other system maintenance that would need to be maintained on a regular basis.
- p. GUESTS:** No Guest may stay longer than 10 days without permission of Landlord; otherwise Landlord may charge **\$10 per day** guest charge.
- q. ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord.

35. MILITARY CLAUSE. In the event Tenant becomes a member of the Armed Forces on extended active duty and receives change of station orders to permanently depart the local area, making the use of the Premises impracticable, then under such circumstances Tenant may terminate this Lease by giving (30) days written notice as provided herein and by the Service Members' Civil Relief Act. Tenant agrees to provide Landlord a certified copy of his/her official orders which warrant termination of the Lease. Permission granting Tenant on-base or base housing does not constitute a permanent order. Any other Termination as provided under the Service Members' Civil Relief Act will be allowed in accordance with the provisions of such Act.

36. GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Utah.

37. ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

38. SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Lease is invalid or unenforceable, but that by limiting such provision it

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would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

39. WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

40. BINDING EFFECT. The provisions of this Lease shall be binding upon and insure to the benefit of parties and their respective legal representatives, successors and assigns.

41. ADDITIONAL TERMS. _____

It is understood that this Lease between Landlord and Tenant constitutes the full understanding of the parties hereto, and that there have been no verbal promises made outside this Lease. Any changes to the Lease must be in writing and signed by both parties. Tenant may not rely upon or negotiate with the owner of the Premises for any modifications of this Lease (including charges in the rental price, rental period, etc.). Tenant agrees to and understands that Boardwalk Property Management is the only representative through whom communications should be made. Tenant should not contact the actual owner of the Property, but should direct all communications to Landlord. Any and all modifications to the terms of this Lease must be approved by Landlord in writing.

LANDLORD:

 Boardwalk Property Management Date

TENANT(S):

 (Tenant) Date

 Phone Number

 Email Address

 (Tenant) Date

 Phone Number

 Email Address

MAILING ADDRESS:

Boardwalk Property Management
 5937 South Redwood Rd
 Taylorsville UT, 84123

 (Tenant) Date

 Phone Number

 Email Address

 (Tenant) Date

 Phone Number

 Email Address

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Addendum B

Move Out Instructions

We are sorry to see that your stay with us will be ending after your lease ends. In order to accomplish as smooth a transition as possible please read through this letter.

You are expected to complete your move-out and return all keys by 12:00 pm (noon) on the day you have stated in your "Notice of intent to Vacate" in order to avoid any scheduling problems or additional rent charges. **To assist us in making refunds to you promptly, we ask that you review the security deposit section of the "Lease Agreement" you signed when you moved in.** This will clarify the refund procedure and explain any additional charges which may have incurred. For more information pertaining to cleaning your unit and an explanation of security deposit deductions, please read the remainder of this document.

Below is a checklist of required tasks to be completed before you vacate the property. Please complete these in a timely manner, as it will assist us in making your move-out and security deposit refund as smooth as possible.

If you have any questions, please do not hesitate to contact the Property Manager.

What to Expect

EARLY VACATE & RE-RENTING: If you leave before the date you submitted to us, please notify us, turn in your keys, and we will be able to schedule and perform the walk-through inspection.

KEYS: All keys to the property need to be returned to us. We will not consider the property vacant until our office has received your keys. You are responsible for the rent and any utilities through the end of your lease period. Garage door openers should be left in a kitchen drawer. There is a \$20/key for non-returned keys and a \$75/opener fee if garage door openers are not left at the property.

MOVE OUT INSPECTION: It is not necessary for you to be present during your move-out Inspection, but highly advisable. The inspection will be performed after all items have been removed from the property. At this time you will not be allowed back into the property and all keys must be returned. Please ensure that all repairs and cleaning has been completed.

SECURITY DEPOSIT: Security deposit refunds will be processed after the move out inspection has been completed and verified to determine if there were any damages. As stated in the lease, any damages or past due balances shall be deducted from the deposit. Deposits will be returned within 30 days from the end of the lease along with a disposition letter explaining any charges that may have been taken from the deposit. Please ensure you have provided a forwarding address or deposits and letters will be sent to the last known address.

REFERRAL FEE: It is very important to keep your home looking its best as prospective Tenants may be driving by your home and YOU can earn a referral fee by helping us find a great Tenant like yourself to rent your home. Be sure to tell friends at work and any clubs or associations.

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RENT WITH US AGAIN: If you are a tenant in good standing with us and have would like to rent another of our properties please go to www.rentfromboardwalk.com to find another property.

Tasks and Instructions

ACH

1. Cancel any automatic rent withdrawals scheduled for after your move-out.

UTILITIES

1. Arrange to have all utilities removed from your name. This will require calling both the power and gas company.

MAIL

1. Contact post office and set up the forwarding address for all mail after your move-out date

CONTACT BOARDWALK: 801-748-1044

1. Set up a move-out walkthrough if it has not been set up already
2. Let us know the date when your automatic rent payments will end
3. Let us know the date the utilities will come out of your name
4. Let us know you forwarding address for any mail we may receive

CLEANING INSTRUCTIONS

KITCHEN:

1. Clean refrigerator, shelves, and freezer. Unplug and pull the refrigerator out away from the wall with the doors open. Clean underneath and behind the refrigerator. After cleaning, re-plug the refrigerator and leave it running
2. Clean cupboards, baseboards, and under the sink
3. Clean under burners, controls, rings, drip pans, and stove top. Wipe down front and sides of range. Exhaust fan must be clean and grease free.
4. Clean oven. Be sure to have all traces of oven cleaner wiped free.
5. Scour sinks and remove all stains. Disposal should be clean and in working order.
6. Sweep and mop kitchen floor.
7. Exterior faces of cupboards should be wiped down and grease free.
8. Dust and clean above all cupboards
9. Dishwasher must be clean and in good working order

LIVING ROOM:

1. Carpets must be commercially cleaned—check with manager for the best way to handle this. (“Rug Doctor” does not count as professional cleaning)
2. Baseboards cleaned, finger marks or other marks cleaned off switches and walls.
3. Windows must be washed, inside and out, sills dusted and cleaned with a damp cloth and window runners and tracks clean.
4. Dust and clean blinds of any dirt or stains
5. Wipe down and disinfect all hand-rails

BEDROOMS:

1. Same as Living Room.
2. Closets vacuumed and shelves dusted.

BATHROOMS:

1. Toilet bowl must be scoured and cleaned with disinfectant. The outside of the bowl, including seat, rim, tank and base must be clean and disinfected. An old toothbrush works well along bolts and base of toilet fixture.

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2. Bathtub must be scoured to remove any rings. Sides of the tub enclosure must be clean and free of any soap build-up. (spray foam bathroom cleaner works well here)
3. Sink must be scoured and faucet polished. Wipe down countertop and surrounding sink and wash mirror.
4. All cabinets and drawers must be dusted and wiped clean. The exterior of cabinets should also be dusted and cleaned.
5. Sweep and mop floor.

STORAGE AREAS, PATIOS, CARPORTS:

1. Patios must be cleaned and swept.
2. Storage area must be empty and swept.

EXTERIOR:

1. Pick up and remove exterior debris from the property. This includes animal feces, trash, and any other items which do not belong on property.
2. Mow lawn and/or remove snow from all access ways

MISCELLANEOUS:

1. Replace all light bulbs
2. Replace furnace filters
3. Clean out cold air returns and wipe down vents
4. Dust all ceiling fans found in home

WHAT IS ORDINARY WEAR AND TEAR?

Typical definition of ordinary wear and tear is “That deterioration which occurs based upon the use of which the rental unit is intended and without negligence, carelessness, accident, or misuse, or abuse of the premises or contents by the tenant or members of his household, or their invitees or guest.”

In other words, ordinary wear and tear is the natural and gradual deterioration of the rental unit over time, which results from the tenant’s normal use of the unit. For example, the carpeting in the unit, or even paint on the walls, wears out in the normal course of living. Carpets become threadbare, and paint peels and cracks. Even the most responsible tenant can’t prevent the aging process, and a court won’t make the tenant pay for damages resulting in that process.

Also, a court won’t hold a tenant responsible for damage arising from using the unit in a normal way. For instance, an Illinois owner held back part of a security deposit to pay for the repair of nail holes left behind by a tenant who had hung some pictures. The tenant sued to get back his full security deposit. The Illinois court said the nail holes were the result of ordinary wear and tear. After all, hanging pictures is a normal incident of home living: it can be reasonably expected.

WHAT’S NOT ORDINARY WEAR AND TEAR?

A landlord can make a tenant pay for damages if the tenant helped the aging process along or didn’t use their unit in a normal way. A carpet worn from people walking on it, is something you have to expect. But a tenant who cuts a hole in the carpet, or spills paint on it may be held responsible for the damage.

1. **Negligence.** If a tenant does something carelessly that the tenant should have known would cause damage or if the tenant failed to do something that the tenant reasonably should have done to prevent damage, that’s negligence. In short, did the tenant act prudently to preserve the property?
 - *Failure to warn.* Another form of negligence is where the tenant fails to take steps that could prevent damage to the unit. Even the reasonable wear and tear exception shouldn’t insulate a tenant from responsibility if the tenant fails to let the management know when something goes wrong in the rental unit that might later result in worse damage.

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For example, if a window pane is cracked cause to faulty foundation, that's not the tenants fault. But if the tenant doesn't tell the management that the crack is letting water in water and the carpet below the window gets water damaged, the management may be able to argue that this extra damage was caused by the tenant's failure to inform management of the problem.

2. **Abuse/misuse.** If the tenant knowingly or deliberately mistreats the property, or uses it for the wrong purposes, the damage the tenant causes isn't ordinary wear and tear, its abuse or misuse. For example, did the tenant slide furniture over and unprotected floor, causing gauges? Or did the tenant discolor the bathtub by using it to dye fabrics? Was the tenant an artist who failed to cover the floor as the tenant painted, leaving permanent stains on the carpet? Did the tenant paint the walls of the unit black?
One court decision said a tenant had to pay for leaving an apartment carpet mutilated in an area around a wet bar, damaged by rust and mildew stains from plant containers, and covered with cigarette burns – some clear through the pad.
3. **Accident.** Sometimes damage occurs by mistake. The tenant party guest drops a drink on the new carpeting, staining it. The tenant drops a heavy planter and cracks the tile floor. Or the tenant's cleaning the light and the fixture falls and breaks. Or the tenant accidentally leaves the bathtub faucet on, flooding part of the apartment and staining wood floors and carpeting. Even though the tenant didn't purposely damage the property, the management will be able to withhold the cost of repair from the security deposit.

OTHER FACTORS

In evaluating where a rental unit exceeds ordinary wear and tear, there are some other factors to keep in mind.

Extent of damage. The exact type of damage may be as important as the extent of the damage when evaluating whether it's ordinary wear and tear or not. For example, two or three nail holes in a wall may be considered normal wear and tear. But dozens of nail holes maybe considered abuse. A few scratches on a wood floor are unavoidable. But a missing wood plank is negligence or abuse.

Length of residence. Certain things wear out over time. But over how long? The ordinary wear and tear on a rental unit from a tenant who's lived there only a short term should be considerably less than that of a tenant who's lived there for a long time.

Character and construction of a building. An older building may be expected to under go greater and more rapid deterioration than a newer building.

EXAMPLES OF WEAR AND TEAR VS. DAMAGES

WEAR AND TEAR

Peeling or cracked paint
Worn enamel in old bathtub
Worn or cracked linoleum in a place where appliances have been
Cracked window pane due to faulty foundation and settling of building
Carpet worn thin by people walking on it

DAMAGES

Drawings on walls
Chipped and broken enamel in bathtub
Broken window caused by resident slamming window shut
Holes in carpet from cigarette burns or carpet damaged by rust and mildew stains from tenants plant containers
Large chunk of plaster ripped from wall

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Door that sticks in humidity	Painted over kitchen or bathroom tile
Small piece of wall plaster chipped	Missing fixtures; hole in ceiling where fixtures were removed
Faded tile	Toilet backed up because tenant flushed cardboard down it
Faded lampshade	Floors gouged when moving furniture
Fire damage due to faulty wiring	Wallpaper missing where tenant tore it off wall
Sink drainage slow because of old pipe system	Sliding closet doors off track because track is bent
Floors need new coat of varnish	Walls burned in kitchen from burner turned on too high when pot on stove
Corner piece of a wallpaper coming loose because glue has aged	Shower rod missing
Sliding closet doors stick	Tiles missing or cracked
Paint faded on kitchen walls	Torn window shade
Shower rod somewhat rusted	
Grouting in bathroom tile loose	
Dirty or faded window	

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Move Out Repair Fees

(If not completed by tenants)

Air Filter dirty or missing	\$25.00 each
Antennae-roof (dish network, directv, or other) unauthorized removal	\$75.00 each
Car Removal	\$200.00 each
Carpet Cleaning	\$160 min. and up
Carpet Replacement	\$25.00/yard
Ceiling Fan Replacement	\$140.00 each
Cleaning	\$35/hr, \$75 min.
Cover Plates for electical switches or outlets	\$5.00 each
Door Interior Replacement	\$80 Each
Repair holes or hinges	\$40 min each and up
Door Exterior Replacement	\$150.00 min. and up
Repair holes or hinges	\$50 min each and up
Door Stop- missing	\$10.00 each
Door Knobs Interior	\$20.00 each
Exterior lock Set	\$50.00 each
Electrical Outlets-replace	\$15.00 each
Heater Vents	\$25.00 each
Floor Tile-12x12 broken	\$3.00/tile+labor as charged
Lawn service	\$30/hr, \$75 min.
Light bulbs burned out or missing	\$5.00 each
Light Fixtures	\$25.00 min each and up
Microwave replacement	\$200 and up
Mini Blinds-damaged or missing	\$35.00 min each and up
Nail Holes larger than 1/8"	\$10.00 each
Larger than 1"	\$30.00 each
Painting Interior	\$40.00 hr + Materials
Range-replacement	\$300 min. and up
Range Burner Drip Pans-replacement	\$15.00 set of 4
Refrigerator-replacement	\$350 min and up
Shower Head	\$35.00 each
Smoke Alarms-Replacement	\$45.00 each
Batteries missing	\$5.00 each
Thermostat-replacement	\$80.00 each
batteries	\$5.00
Towel Bars and tp roll bar	\$25.00 each
Trash removal	\$200 each load
Window Glass-cracked or broken glass	As charged to landlord
Window replacement	As charged to landlord
Window Screens	\$50 each and up
General Labor- non licensed, handyman, etc	\$40/hr + materials
Trades Labor-electrician, plumber, roofer, etc	As charged to landlord

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Deductions are made from the security deposit only for just causes. These items will be analyzed in comparison with the move in walkthrough condition. Such charges include, but are not limited to, any replacement of damaged or missing fixtures, appliance parts, or other items furnished to tenants. Labor charges include installation, cleaning, patching, sanding, etc., including the cost of cleansers. If you do not clean or repair the damaged or soiled items prior to moving out, charges will be deducted from your security deposit based on the above amounts for such items. Items not on the list will be charged on a "cost plus labor" basis.

I have read and understand addendum B to my lease. I understand that I am responsible to complete these move-out instructions upon vacating the Premises. I understand that I will be financially responsible for any costs incurred by my failure to complete the move-out list.

TENANT(S):

(Tenant) _____ Date _____

(Tenant) _____ Date _____

(Tenant) _____ Date _____

(Tenant) _____ Date _____

LANDLORD:

(Boardwalk Property Management) Date _____

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Initials