

REAL ESTATE LEASE – Cherry Village HOA

This first page must be registered with the Cherry Village HOA Board if renting your home as per CC&R “Section 3.13 Leases” and tenants must agree to abide by all restrictions and requirements therein.

I have provided a copy of the Cherry Village CC&Rs to my tenant(s).

Cherry Village Resident Landlord

This Lease Agreement (this “Lease”) is made effective as of 3/18/24 by and between Sherry L Davis (“Landlord”) and Jayce Smith (“Tenant”). The parties agree as follows:

FUNDAMENTAL PROVISIONS

- 1. LEASE PAYMENTS** Lease payments are due by the first day of the month by 10 p.m. Tenant shall pay to Landlord monthly payments of \$1,500 per month, payable in advance on the first day of each month, for a total annual lease payment of \$18,000. Lease payments shall be made to the Landlord at 343 E 1600 S Springville, Utah 84663 which may be changed from time to time by Landlord. **Checks should be written to: Sherry L Davis.** An “On Time” payment discount of \$0 will apply when payment is made on or before the first day of the month by 10 p.m. In the months when the “On Time” discount is applied monthly payment is \$1,500 per month.
- 2. OCCUPANTS** The Premises may not be occupied by more than **3 person(s)**, consisting of no more than **3 adults**, unless the prior written consent of the Landlord is obtained.
- 3. PREMISES** Landlord, in consideration of the lease payments provided in this Lease, leases to tenant three bedroom one bathroom duplex, living room and kitchen, and storage in half of the garage as designated under STORAGE below (the “Premises”) located at 214 S 400 W Orem, Utah 84058.
- 4. LEASE TERM**
 - **Jayce Smith** –Begins on **[3/15/24]** through **[3/15/25]**
 - **[Katelyn Buell]** –Begins **[3/15/24]** through **[3/15/25]**
 - **[Michael Salazar]** –Begins **[3/15/24]** through **[3/15/25]**
 - Thereafter the lease will be renewed for one year or be a month-to-month agreement with thirty day written notice of intent to vacate Premises.
- 5. LATE PAYMENTS** Tenant shall pay a late fee equal to \$30.00 for each payment that is not paid by the 5th of the month and \$5.00 each day thereafter until all rent is paid on any outstanding balance.
- 6. NON-SUFFICIENT FUNDS** Tenant shall be charged \$30.00 for each check that is returned to the Landlord for lack of sufficient funds.
- 7. EARLY TERMINATION** If for any reason the Tenant desires to terminate this lease prior to the Term agreed upon the following is required: (1) 90 day written notice of termination, (2) all rents and charges paid through the date of termination, (3) payment of an amount equal to one and one-half months rent as termination fee, (4) premises shall be cleaned

Tenant (has read and agrees): _____

Landlord: _____

according to the terms of the contract, (5) comply with **all other applicable terms of this lease, (6) security deposit cannot be used for termination fee.**

8. **UTILITIES** Unless otherwise mentioned herein, all utilities used in or about the Premises shall be paid by Tenant.

- Landlord shall be responsible for the following utilities in connection with the Premises:

- o Water, sewer, trash disposal

- Tenant shall be responsible for the following utilities and services in connection with the Premises:

- o Electricity, gas, telephone, cable/internet

9. **SECURITY DEPOSIT** At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of **\$[1,500]**. This security deposit is to be held and disbursed for Tenant damages to the Premises (if any) as provided by law.

Receipt is hereby acknowledged of **\$[1,500]** security deposit for the faithful performance of all the terms and conditions of this Lease, less the non-refundable portion.

“Non-refundable portion of Security Deposit” shall be twenty-five dollars (\$25.00) Contract maintenance Fee and a twenty-five dollar (\$25.00) Check-out Fee, and a three hundred dollar (\$300.00) cleaning fee, if Landlord has no other expenses. Under no circumstances is said Security Deposit construed as rent, and Tenant shall not be entitled to any interest on same. Landlord is authorized to place Security Deposit in an interest bearing account with interest accruing to Landlord. The Security Deposit will be returned to Tenant only upon the occurrence of all of the following conditions: (a) payment of all rent due; (b) the vacating of the premises is in clean condition; (c) return of all keys to Landlord; (d) removal of property; (e) upon furnishing a self-addressed stamped envelope to Landlord.

Deductions from the Security Deposit shall be made for any damages done to the premises except for normal wear and tear, including, but not limited to, insufficient light bulbs, scratches, burns, stains, holes in walls (including nail holes) as well as any other damages to the property, if any. Tenant shall not withhold payment of the last month's rent or any portion thereof on grounds that the security deposit serves as security for unpaid rent. After the above conditions have been complied with by Tenant, security deposit will be sent to the forwarding address furnished by Tenant, along with an itemized accounting of any charges or damages or other sums owed by Tenant, no later than thirty (30) days after the termination of this Agreement or fifteen (15) days after receipt of Tenant's forwarding address, whichever is later. The security deposit may be retained and applied to all losses, damages, charges or expenses incurred by Landlord as result of the Tenant's failure to comply with any of the provisions of the rental agreement, including attorney's fees. In the event of default by the Tenant, Tenant waives all right of recovery of security deposit.

STANDARD PROVISIONS

1. **PARKING** Tenant shall be entitled to use one parking space in the driveway for the parking of a motor vehicle. Vehicles that are non-functioning, unregistered or that are in an obvious

Tenant (has read and agrees): _____

Landlord: _____

state of disrepair are not to be kept on the Premises and may be removed at Tenant's expense. No maintenance or repairs are to be performed on any vehicles at any time on the Premises or fifty dollar (\$50.00) fine.

2. **STORAGE** Tenant shall be entitled to store items of personal property on the West side floor space of the garage and the North and West overhead shelves during the term of this Lease. Landlord shall not be liable for loss or damage to, such stored items. Tenant shall keep stored items within the designated taped off boundaries of the garage. Storing personal items outside of garage taped off boundaries or outside of the apartment or garage is prohibited and will be subject to a fine of twenty dollars (\$20.00) for each violation.
3. **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 a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.
4. **USE** The premises shall be used as a residence by the Tenant and the number of persons set forth in this agreement unless otherwise authorized by Landlord in writing. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence. Occupancy by guests staying over two (2) days will be considered to be in violation of the Agreement unless authorized by Landlord in writing. Tenants who have guests that occupy over two (2) days without written authorization will be subject to a fine of twenty dollars (\$20.00) for each day the guest remains and possible termination of this agreement.

Businesses operated out of the Premises are discouraged and are limited to those that do not require customer traffic, large inventory, the regular extended presence of non-Tenant persons or infringe on other Tenants' ability to use and enjoy the Premises.

Tenant must provide copies of valid municipal state and city business licenses and federal tax identification number for any business operated from the Premises.

5. **KEYS** Tenant will be given 3 keys to the apartment and 1 key to the garage. Keys are to be returned when Tenant vacates or be charged \$50.
6. **SMOKING** is strictly prohibited in any form including vaping. If Tenant (or his /her guests) is found to be smoking either in the rental unit or anywhere on or about the Premises, Tenant will be subject to a one hundred dollar (\$100.00) fine and possible termination of this agreement. If drugs are used in the rental unit or on or about the Premises, Tenant will be fined (\$500.00) and this lease agreement will be terminated. It is the Tenant's responsibility to ensure this section of the agreement is followed.
7. **PETS** No animal/pets shall be brought on the Premises, either permanently or temporarily without prior written permission from Landlord. The unauthorized presence of a pet will

Tenant (has read and agrees): _____

Landlord: _____

subject the Tenant to damages, a one hundred dollar (\$100.00) fine, and a fee of twenty dollars (\$20.00) per day the pet is in the apartment and possible termination of this agreement.

8. **RULES AND REGULATIONS** Tenant agrees to abide by all house rules and regulations that may be adopted by Landlord from time to time, including, but not limited to, rules with respect to noise, disposal of refuse, pets, parking, and use of common areas of the Premises. Tenant shall not have a waterbed on the Premises. The repair of any and all damage caused by the Tenant is the Tenant's responsibility.
9. **ORDINANCES AND STATUTES** This Lease shall be construed in accordance with the laws of the State of Utah. Tenant (including all agents, family and/or guests) shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the use of the Premises.
10. **ASSIGNABILITY / SUBLETING** Tenant shall not assign or sublease any interest in the Premises without prior written consent of Landlord. Tenant is responsible for all costs associated with assignment or subletting.
11. **HABITABILITY** Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the 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 Landlord.
12. **MAINTENANCE / REPAIRS / ALTERATIONS** Tenant accepts the Premises in its present condition and agrees to take good care of the Premises. The Tenant does not have the right to make any alterations, additions, repairs or improvement to the premises without the prior written consent of the Landlord. Tenant agrees to report promptly, to Landlord when any portion of the premises is out of repair and to promptly reimburse Landlord for any damage to the Premises or furnishings thereof caused by the negligence, misuse, or any other occurrence attributable to Tenant (including all agents, family, and/or guests). Tenant further agrees to be responsible for (at Tenant's expense) maintaining the premises in good repair and in a safe condition. Tenant also agrees to be responsible for ordinary maintenance such as fixing leaking faucets and timely changing of furnace filters.

Landlord's obligations for maintenance shall include:

-all other items of maintenance not specifically delegated to Tenant under this Lease

Tenant's obligations for maintenance shall include:

- Seasonal (weekly) lawn mowing/trimming/edging and provide necessary equipment/supplies

Tenant (has read and agrees): _____
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Landlord: _____

- Seasonal (as needed) snow and ice removal from driveway and sidewalks including along the street; and provide necessary equipment/supplies including ice melt.

Individual Unit Responsibilities:

- minimize wall damage by using small hardware to hang items on walls
- properly store lawn tools/equipment, furniture, bikes, toys, and other outside items when not in use
- keep all doorways clean and clear of debris
- garbage bins to/from curb on trash day (Mondays by 7 a.m.)
- garbage bins are to be stored sideways against the west chain link fence of the driveway
- monthly furnace filters cleaning or replacement
- maintenance of lawn, garden, & flowerbeds as verbally agreed upon
- clogged sinks and drains
- garbage disposal costs arising from misuse
- refreshing batteries in smoke alarm every 6 months
- replacing light bulbs as needed

13. EQUIPMENT The following appliances will be provided: range, and refrigerator.

Any electrical or mechanical equipment which is part of the Premises, including garbage disposal, range, refrigerator/ freezer, heating and air conditioning equipment, water heater, will be delivered by the Landlord in good operating order. It is expressly understood that Tenant will properly operate, service and maintain all such equipment and surrender same in good operating order at the termination of this lease. Any service, maintenance, or repair for other than normal wear and tear will be at the Tenant's expense. If a service call is necessary, Tenant shall notify landlord who will arrange for service. Under no circumstances is Tenant to attempt repair of appliances.

14. POSSESSION If Landlord is unable to deliver possession of the Premises as agreed, Landlord shall not be liable for any damage caused. Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this Agreement if possession is not delivered within thirty (30) days after scheduled occupancy.

15. ENTRY and INSPECTION Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services or show the unit to prospective buyers, mortgagees, tenants, or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

16. ATTORNEY'S FEES If Landlord is required to retain the services of a collection agency or the services of an attorney to enforce this agreement or to enforce any rights arising out of default of this Agreement, Landlord shall be entitled to all costs incurred in connection with such action, including any reasonable attorney's fee at Tenant's expense.

Tenant (has read and agrees): _____

Landlord: _____

17. WAIVER No failure of Landlord to enforce any part of this Agreement shall be deemed as a waiver of that part, nor shall any acceptance of a partial payment of Rent be deemed to be a waiver of the Landlord's right to the full amount.

18. NOTICE Any notice required hereunder shall be given by personal delivery or regular mail at Landlord's address or the address of the leased premises. Thirty (30) days notice shall be given of intent to vacate Premises. Notices under this Lease shall not be deemed valid unless personally delivered in writing or mailed to the following address:

LANDLORDS:

Name: **[Sherry L Davis]**
Address: **[343 E 1600 S]**
Springville, Utah 84663

TENANTS:

Name: **[Jayce Smith, Katelyn Buell, Michael Salazar]**
Address: **[214 S 400 W]**
Orem, Utah 84058

Such addresses may be changed from time by either party by providing notice as set forth above.

19. REIMBURSEMENT by Tenant Tenant agrees to reimburse Landlord promptly for the replacement cost of any loss, property damage, or cost of repairs or services (including plumbing trouble) caused by the negligence or improper use by Tenant (including all agents, family and/or guests). Tenant shall be responsible for broken windows and screens, or damages resulting from windows or doors being left open. Such reimbursement is due upon Landlord request. Landlord's failure to demand reimbursement, late-payment charges, returned check charges or other sums due by Tenant, shall not be deemed a waiver and Landlord may withhold such items from the Security Deposit and request the same at any time, including after Tenant has vacated the Premises.

20. INDEMNIFICATION The Landlord shall not be liable to Tenant or Tenant's guests, family or employees, agents, or servants for any personal injuries or damage to personal property caused by defects, disrepair or faulty construction of the premises. Tenant hereby agrees to indemnify and hold harmless the Landlord from any and all claims for damages to the Premises or personal injury arising from Tenant's use of Premises, or from any activity, work or thing done, permitted or suffered by Tenant in or about the Premises. If, in Landlord's judgment, there is substantial damage to the Premises, Landlord may terminate this lease by giving written notice to Tenant and the rent shall be prorated and the balance refunded to tenant, less lawful deductions. The Landlord shall not be liable for personal injuries or property damage or loss from theft, vandalism, fire, water, rain, explosion, or other causes whatsoever, unless the same is due to the willful misconduct of the Landlord.

21. PROPERTY INSURANCE Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Tenant is hereby notified that Landlord's insurance does not insure Tenant against loss of personal property on the Premises due to fire, theft, water, vandalism or other causes. Tenant is responsible for insurance on Tenant's own property for fire and casualty loss and for Tenant's family for liability insurance coverage. **Landlord strongly recommends the Tenant secure insurance to protect himself against any possible injuries or losses referred to in this paragraph.**

22. 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 days (or any other obligation within 14 days) 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.

23. DEFAULT by Tenant If Tenant fails to pay Rent or other lawful charges when due, or fails to reimburse Landlord for damages, repairs or plumbing service when due or if the acts of Tenant's family, guests or other occupants cause a violation of this Agreement, or applicable state and local laws, or if Tenant abandons the apartment or if Tenant, his family, guests, or other occupants of the Premises threaten or assault or use abusive or offensive language against any other Tenant or resident on the property or agent or employee or representative of Landlord, the Landlord may terminate Tenant's right to occupancy by giving Tenant notice as proper under law.

24. ABANDONMENT Abandonment of the Premises by Tenant shall be deemed to have occurred if without notifying the Landlord, (a) Tenant is absent from the Premises for fifteen (15) days while rent is due and Tenant's possessions remain in the Premises, or (b) without notifying the Landlord Tenant is absent for one (1) day while rent is due and Tenant's possessions have been removed from the Premises. If Tenant abandons apartment, Landlord may re-enter and re-take possession of the Premises and attempt to lease the Premises at fair market value. Tenant shall be liable for the entire lease due for the remainder of the Term, or the cost of re-entering the Premises, including lost Rent, the cost of restoring the Premises to the condition at the time it was rented and reasonable fees for re-leasing the Premises. All articles left in or upon the premises by the Tenant upon termination of the lease for any reason shall be disposed of by the Landlord as becomes necessary and in a manner the Landlord may see fit and proper, and without recourse by the Tenant. The Landlord herein is further given the right to use the Tenant's security deposit to cover the Landlord's expenses in disposing of the Tenant's articles.

25. OPPORTUNITY TO REMEDY In the event that Tenant believes that Landlord has not fulfilled any obligation required by the rental agreement or by law, Tenant shall give written notice to Landlord and allow the Landlord thirty (30) days to address and remedy the

Tenant's concerns. The Landlord will not be liable to the Tenant or the Tenant's family or guests if the Landlord remedies the problem within the specified time period.

26. NUISANCE Tenant is prohibited from creating any nuisance on or about the Property or otherwise interfering with any other Tenant's use and enjoyment of the premises.

27. TERMINATION UPON SALE OF PREMISES Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 60 days' written notice to Tenant that the Premises have been sold.

28. ATTORNMEN In the event any proceedings are brought for foreclosure of, or in the event of the exercise of the power of sale under, any mortgage or deed of trust covering the Premises or the Property in which the Premises are located, Tenant shall attorn to the purchaser and shall recognize such purchaser as the Landlord under this agreement.

29. LIEN Landlord shall have a lien upon Resident's personal property brought or kept by Resident on the rented premises for rent due and for all other payments and obligations arising in favor of Landlord under the lease agreement, which lien shall be in addition to any lien by stature or otherwise.

30. 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 this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

31. ENTIRE AGREEMENT / AMENDMENT This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing as signed by the party obligated under the amendment.

LANDLORD:

[Landlord Name]

]

TENANT:

Tenant (has read and agrees):
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Landlord:

[Tenant 1 Name]

[Tenant 2 Name]

[Tenant 3 Name]

Tenant (has read and agrees): _____
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Landlord:_____

Tenant has inspected the Premises and states that the Premises are in satisfactory condition, free of defects, except as noted below:

	Satisfactory	Comments
Flooring	_____	_____
Walls	_____	_____
Window Coverings	_____	_____
Stove	_____	_____
Refrigerator	_____	_____
Disposal	_____	_____
Screens	_____	_____
Windows	_____	_____
Bathroom	_____	_____
Closets	_____	_____
Ceilings	_____	_____
Doors	_____	_____
Locks	_____	_____
Furnace	_____	_____
Lights	_____	_____
Air Conditioner	_____	_____

Date_____

Tenant:

[Tenant 1 Name]

[Tenant 2 Name]

[Tenant 3 Name]

Acknowledged by Landlord:

[Landlord Name]

Tenant (has read and agrees): _____
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Landlord:_____

Tenant (has read and agrees): _____
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Landlord: _____

DISCLOSURE OF INFORMATION ON LEAD-BASE-PAINT AND/OR LEAD-BASED HAZARDS

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, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on poisoning prevention.

Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):

(i)___ Known lead-based paint hazards are present in the housing
(explain)._____

(ii) x Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the landlord (Check (i) or (ii) below):

(i)___ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) x Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing

Tenant's Acknowledgment_(initial)

(c) ___Tenant has received copies of all information listed above.

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.

Landlord	Date	Co-Landlord, if any	Date
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Tenant	Date	Co-Tenants, if any	Date
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Tenant (has read and agrees): _____
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Landlord:_____

Tenant (has read and agrees): _____
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Landlord: _____