

LEASE AGREEMENT OF STUDENT HOUSING

THIS AGREEMENT entered into this ____ day of _____, 20____, by and between
Owner _____, herein referred to as Lessor, and
_____ hereinafter Lessee.

SECTION ONE
DESCRIPTION OF APARTMENT

Lessor leases to Lessee, and Lessee leases from Lessor a leasehold interests one (1) of six (6) students in Apartment No. ____, of the Dixie South Student Housing complex located at 638 South 800 East, City of St. George, State of Utah, as a multiple-student rental apartment, which apartment shall be rented to a maximum of six (6) students, and all the goods and chattels detailed in the inventory designated as Schedule "A" annexed hereto and specifically made a part hereof.

SECTION TWO
OCCUPANCY

The apartment is leased for occupancy as a private dwelling to Lessee and other students, and is not to be used for any other purpose or occupied by any other person, without first obtaining Lessor's written consent to such use.

SECTION THREE
STUDENT HOUSING RULES AND REGULATIONS

Lessee agrees to abide by all rules and regulations as set forth of "Dixie South Rules" attached hereto and by this reference made a part hereof. Said agreement to abide by all rules and regulations is essential consideration for Lessor's entering into this lease agreement. The rules and regulations (Dixie South Rules) may be amended as Lessor sees fit, so long as all tenants of the complex are notified and said changes to the rules and regulations apply to each and every tenant.

VIOLATION OF ANY RULE MAY RESULT IN TERMINATION OF THIS LEASE AGREEMENT AND RESULT IN THE EVICTION OF THE TENANT AT THE LESSOR'S SOLE DISCRETION WITH NO REFUND OF PAID RENTS.

SECTION FOUR
TERM

The apartment is leased for the 2011-2012 Dixie State College Academic Year
August _____ 2011 through May _____ 2012_

SECTION FIVE
RENT

Shared Room: Lessee's total rent for the Academic year is \$2050.

- 1. Security Deposit due with application: \$175
- 2. 1st rent payment due July 15, 2011: \$1200
- 3. 2nd payment due November 15, 2011: \$850

Private Room: Lessee's total rent for the Academic year is \$4100.

- 1. Security Deposit due with application \$300
- 2. 1st rent payment due July 15, 2011: \$2500
- 3. 2nd payment due November 15, 2011: \$1600

*If you leave early, you are obligated to sell the remainder of your contract, and will forfeit your security / cleaning deposit.

SECTION SIX
CLEANING FEE

When vacating said dwelling the Lessee agrees to pay for cleaning a fee of \$75.00 (Shared Room) or \$125 (Private Room) which fee is not refundable from original student's deposit.

SECTION SEVEN
FURNISHING

The apartment is leased as a furnished apartment containing the items of household furniture, and other household items listed in Schedule "A" attached hereto and made a part hereof. No furnishings or other household items are furnished or leased with the apartment other than those listed in above-mentioned schedule. Lessee agrees to return all items listed on Schedule "A" to Lessor at the end of the term of this lease in as good condition as when received, reasonable wear and tear accepted. Lessee by the execution of this lease accepts all items listed in the schedule as being in good, serviceable condition. Lessee will be jointly responsible with the other Lessees (students) in the apartment, for all breakage or other damage to items listed. Lessee is responsible to provide all of Lessee's sheets, blankets and other bedding; Lessee further agrees to provide and use a suitable mattress pad/cover throughout the term of this lease.

SECTION EIGHT
SHOWING APARTMENT FOR RENTAL

Lessee hereby grants permission to Lessor to show the apartment to new rental applications at reasonable hours of the day.

SECTION NINE
RIGHT OF ENTRY FOR INSPECTION, REPAIRS, ALTERATIONS,
AND CLEANING INSPECTIONS

Lessor reserves the right to enter the premises at all reasonable hours and with reasonable notification, for the purpose of inspections, and whenever necessary to make repairs and alterations to the demised premises, or to show premises to prospective purchasers, mortgages, tenants, workmen, or contractors at reasonable hours of the day.

SECTION TEN
UTILITIES

Lessee shall be responsible for the payment of the electricity & sewer. Landlord will pay water, garbage, Internet.

SECTION ELEVEN
ANIMALS

No pets, domestic or other, in or about the apartment or on the apartment complex and premises.

SECTION TWELVE
WASTE, NUISANCE, ORDINANCES AND STATUTES

Lessee agrees not to commit waste on the premises, or maintain or permit to be maintained a nuisance thereon, or use or permit the premises to be used in an unlawful manner. Lessee 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 use of premises. It is also understood by this that Lessee shall not permit any unlawful and immoral practice to be committed on the premises.

SECTION THIRTEEN
UPKEEP AND PREMISES

Lessee shall keep and maintain the premises in a clean and sanitary condition at all times. And upon termination of the tenancy shall surrender the premises to the Lessor in as good condition as when received, ordinary wear and tear and damage by the elements shall be expected. Lessee has examined the premises and is satisfied with the physical condition and his/her taking possession is conclusive evidence of receipt of them in good order and repair.

SECTION FOURTEEN
ASSIGNMENT OR SUBLEASE

Lessee shall not assign this lease, or sublet the apartment hereby leased or any part of his interest thereof, without prior written consent of Lessor. Lessor reserves the right to assign his interest in this lease, and any sums received hereunder, on sale or release of the apartment building.

SECTION FIFTEEN
LESSEE'S HOLDING OVER

The parties agree that any holding over by Lessee under this lease, without Lessor's written consent, shall be a tenancy-at-will which may be terminated by Lessor on three (3) days' notice in writing thereof.

SECTION SIXTEEN
DEPOSIT REFUND

The security deposit in the amount of (\$175.00 Shared / \$300 Private) shall secure the performance of the Lessee's obligations hereunder. The maximum balance of the deposit you can receive back is \$100 (Shared Room) and \$175 (Private Room), which can be refunded and will be paid within one month from the date possession is delivered to the Lessor, together with statement showing any charges made against such deposit by Lessor.

SECTION SEVENTEEN
PARKING STICKER: \$20

Parking spaces are very limited and there is not a parking space for each tenant; therefore, a parking sticker (\$20) is required and they are available on a "first come, first serve" basis, and in any event, tenants may not park more than one vehicle on the apartment building property at any time.

SECTION EIGHTEEN
REPAIRS, REDECORATION, OR ALTERATIONS

Lessor shall be responsible for repairs to the interior and exterior of the building, provided, however, repairs required through damage caused by Lessee shall be charged to Lessee as additional rent. It is agreed that Lessee will not make or permit to be made any alterations, additions, improvements, or changes in the premises.

SECTION NINETEEN
REDELIVERY OF PREMISES

At the end of the term of this lease, Lessee shall quit and deliver up the premises to Lessor in as good condition as they are now, ordinary wear, and damage by the elements excepted.

SECTION TWENTY
DESTRUCTION OF PREMISES AND EMINENT DOMAIN

If the premises are destroyed substantially by fire or taken by eminent domain, either party may terminate this lease without liability for the remainder of the term. A condemnation award shall belong exclusively to Lessor.

SECTION TWENTY-ONE
LESSOR'S NON-LIABILITY

Lessor is not liable for any damage to Lessee's personal property, including an automobile, caused by natural disaster, water damage from any source, destruction by other tenants, other tenant's visitors or any other source, whatsoever. Further, Lessor is not liable for any loss of Lessee's personal property, including an automobile, because of theft by any other tenant or any person whatsoever.

SECTION TWENTY-TWO
DEFAULT

Eviction: If Lessee defaults in the payment of rent or any part thereof at the times hereinbefore specified, or if Lessee defaults in the performance of or compliance with any other term or condition hereof or of the rules and regulations attached hereto as “Dixie South Rules” and made a part hereof, which rules and regulations shall be subject to occasional amendment or addition by Lessor, the lease, at the option of Lessor shall terminate and be forfeited, and Lessor may re-enter the premises and retake possession and recover damages, including costs and attorney’s fees. Lessee shall be given 3-days written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within three (3) days after receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

Forfeiture and Payment of Rent as Liquidated Damages: Lessee specifically acknowledges and agrees that the special nature of the leasehold interest as student housing makes it impossible to accurately quantify Lessor’s damages if Lessee defaults in the performance of or compliance with any other term or condition hereof or of the rules and regulations attached hereto as “Dixie South Rules” and made a part hereof, which rules and regulations shall be subject to occasional amendment or addition by Lessor; therefore, if Lessor elects to evict Lessee, pursuant to this lease agreement, all rent paid by Lessee and/or to be paid by Lessee pursuant to the herein Section Five, shall be forfeited or become immediately due and payable as and for liquidated damages for Lessee’s default as described herein.

SECTION TWENTY-THREE
LAW GOVERNING DISPUTES

The parties agree that the law of the state of Utah will govern all disputes under this lease, and determine all right hereunder. All actions brought to enforce this lease shall be brought in the Fifth Judicial District Court in and for Washington County, Utah.

SECTION TWENTY-FOUR
BINDING EFFECT

The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

Read and acknowledged:

Tenant
SS# _____ - _____ - _____

Parent/ Guardian
SS# _____ - _____ - _____

In witness whereof, the parties have executed this lease the day and the year first above written.

Owner

THIS IS A LEGALLY BINDING CONTRACT, PLEASE READ CAREFULLY