

American Towers Owners Association

Lease Agreement rev. 17.02.06

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LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this _____ day of _____, 20____, by and between _____, or their assigns, (hereinafter called "Owner"), and _____, (hereinafter called "Lessee").

WITNESSETH:

Owner does hereby lease and rent unto Lessee, and Lessee does hereby take as tenant under Owner, the dwelling and accommodations known as AMERICAN TOWERS situated at _____ West Broadway, Unit Number _____, Salt Lake City, State of Utah, together with the window covering, microwave, range, refrigerator, disposer, dishwasher, and carpet therein (hereinafter referred to as the "Unit" or the "Premises), to be used by Lessee as a lawful private residential dwelling in accordance with the terms of this Lease. Said Unit is rented for occupancy of no more than _____ persons. Parking stall assigned to this Unit is parking stall number _____. Tenant acknowledges that he/she has personally inspected the parking stall and approves of its location, size and adequacy (Tenant Initials_____). Tenant shall park in the center of the parking stall and will not park a large or over-sized vehicle in the stall that would interfere with the ability of the owners of adjacent parking stalls to park and enter or exit their vehicle.

In consideration of the foregoing and of the covenants hereinafter expressed, it is agreed as follows:

- 1. RENT. Lessee agrees to pay to Owner, in advance, at the following address of Owner: _____, on or before the first day of each month during the remaining term of this Lease, rent in the amount of \$_____ per month. There will be a \$75.00 late charge assessed for rents not received by the fifth (5th) day of the month.
2. SECURITY DEPOSIT. Lessee agrees to pay to Owner a security deposit in the amount of \$_____ in advance, which shall be refunded at the termination of the Lease provided the Premises are, in the judgment of Owner, left by Lessee in as clean and presentable condition as when delivered to Lessee with due allowance for normal wear and tear on the structures, fixtures and appliances therein. Otherwise the security deposit shall be retained by Owner as liquidated damages for the repair and cleaning (other than ordinary wear and tear) of the Premises. The security deposit shall, at the option of Owner, also be retained as and for unpaid rent should rent be due and owing when the Lease is terminated, if and when Lessee breaches the Lease, or when Lessee vacates the Premises. Prior to termination of lease, Lessee may not direct Landlord, in advance of payment of last month's rent, to apply the security deposit to the last month's rent. The balance of the security deposit, if any, and a written itemization of any deductions therefrom along with an explanation for such deductions shall be delivered or mailed to Lessee at Lessee's last known mailing address within thirty days after Lessee vacates property.

Owner acknowledges receipt of the following payments:

Table with 2 columns: Description and Amount. Rows include: First Month's Rent, Additional pro rata Rent from _____ to _____, Last Month's Rent, Security Deposit, Total Amount Received.

3. TERM. The term of this Lease shall be for a period of not less than six (6) months and shall commence on _____ (or such date prior thereto as may be agreed upon), provided that rent is paid on a pro rata basis for the number of such days preceding and shall terminate on _____.
4. OCCUPANTS. The Premises described above shall be used and occupied by Lessee, as residential space and for no other purposes or uses and shall be inhabited by the following persons and no other persons without the express written consent of Owner:

Print Names of Occupants

Phone No. or contact information of each Occupant

Email address of Primary Occupant

5. HOA MOVE-IN FEES. A non-refundable move-in fee of \$75 and move-out fee of \$75 shall both be charged and paid to the management office before the move-in takes place and before a move-in permit will be issued. The fees shall be paid by Lessee (s) at the time a lease is filed with the American Towers Management Office.

A fee of \$25.00 is required for each entry card issued to Lessee (one card per person). All access cards are the property of the Association and must be returned at the time of move-out.

An additional \$40 move-in fee is required if the Unit does not have Association approved high pressure washing machine hoses installed. The \$40 washing machine hose fee will be waived if Owner or Lessee demonstrates that high pressure washer hoses have already been installed. Otherwise, a set will be provided and installed.

6. HOA MOVE-IN PERMIT. A signed copy of this Lease Agreement having a term of not less than six months together with the \$150 move-in move-out fee shall be filed with the management office a minimum of 48 hours prior to any anticipated move-in and before a move-in permit can be issued by management.

If any prospective Lessee attempts to move-in without having submitted the signed lease agreement or without having paid the move-in fee or without a move-in permit, due to misrepresentations of, or lack of communications from, an Owner or property manager, the Owner shall be fined, at the sole discretion of the Association manager, an amount equal to the move-in move-out fee.

Reservations to move in or move out should be made with Security as far in advance as possible. When reservations are made, they will be honored. Someone planning to move in or out without a reservation may have to wait until a later time if there is a conflict. Move-ins or move-outs will only be allowed between the hours of 8:00 A.M. and 6:00 P.M. seven days a week.

7. HOA RULES. Lessee shall comply with the Declaration, Bylaws, and Rules and Regulations of American Towers Owners Association in force or otherwise brought to the attention of Lessee as the

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same pertain to the leased Premises, including the common areas. Owner and Lessee acknowledge and agree that each has been provided with a copy of the Declaration, Bylaws, and the Rules and Regulations of the Association and each have read the same. Failure to comply shall be grounds for immediate termination by Owner or by the American Towers Owners Association, through its agent, of this Lease. The HOA Rules and Regulations are made a part of this Lease Agreement and are attached as Exhibit A.

Any violation of the Declaration, Bylaws and Rules and Regulations of the American Towers Owners Association by Owner, Lessee, or their guests or visitors will result in the following fines which shall be charged by the Association to Owner and Lessee jointly, however, the warning for a first offense is not necessary for intentional or other egregious violations:

First Offense - Warning
Second Offense - \$100
Third and Fourth Offense - \$200
Each Offense Thereafter - \$500

In addition to the above fines, Owner and Lessee shall jointly be responsible for any actual costs incurred by the Association for any damage, repairs or restoration, cleanup or other Rule violation.

8. TERMINATION. At expiration of this Lease term, Lessee agrees return all keys, access cards and parking cards and be current in rent and utilities. Lessee, at the expiration of this Lease, or at termination hereof as set forth herein, shall vacate and deliver the Premises to Owner in the same condition as when Lessee entered the same, less reasonable wear and tear.
9. EARLY TERMINATION. Tenant acknowledges and agrees that in the event of early termination of this Lease by Tenant, that Tenant is liable for a minimum of the full amount of the rent for the full term of this Lease from the date of move-in to the date of termination stated in paragraph three of this Lease.

Owner acknowledges and agrees that in the event of early termination by tenant, owner may not enter into a new lease of the Unit until after six months have expired from the date this Lease Agreement was first entered into.
10. DEFAULT. If Lessee defaults in making any or all rental payments, and the same remain unpaid for a period of ten (10) days after written notice of default in the payment of rent, Owner may, at Owner's option and in such manner as Owner may choose, re-enter upon the Premises and terminate Lessee's right of occupancy. Lessee further agrees that in the event of default, Lessee shall indemnify Owner against all damage suffered by Owner by reason of Lessee's default including the payment of attorney's fees, expenses and Court costs.
11. RE-ENTRY AND REPOSSESSION. Should Lessee fail to pay rent or any part thereof as the same becomes due, or violate any other term or condition of this Lease Agreement, Owner shall then have the right, at Owner's option, (together with any other right in law or in equity) to re-enter the leased Premises and terminate this Lease. Such re-entry shall not bar the right of recovery of rent or be deemed a waiver or forfeiture of any right or remedy of Owner.

Should Owner be required to employ the services of an attorney to enforce the performance of this Lease or to collect rent hereunder, or to dispossess Lessee or to recover possession of said Premises, Lessee shall pay all costs in connection therewith, including reasonable attorney's fees.

12. BREACH. If Lessee breaches any of the provisions contained herein and the breach is not cured within fifteen (15) days after receipt of written notice from Owner, Owner may, at Owner's option, terminate this Lease.
13. HOLDOVER. No holding over by Lessee, however long continued, shall operate to renew or extend this Lease for any term other than a month-to-month tenancy without Owner's prior written consent. Any occupancy by Lessee beyond the expiration of this Lease shall be on a month-to-month basis and during the holdover period, all of the terms and conditions of this Lease shall remain in full force and effect. The month-to-month tenancy may be terminated by either party with 30 days written notice to the other party.
14. NO UNLAWFUL ACTIVITIES. Lessee shall not permit any unlawful practice to be committed in or about the Unit, nor shall Lessee permit Unit to be used as a boarding or lodging house, for rooming or school purposes, nor for any purpose which will increase the insurance rate; nor shall Lessee permit to be kept or used in or about the Unit flammable fluids or explosives, nor permit the Unit to be used for any purpose which will be in conflict with the Condominium Declaration or the Rules and Regulations. Rules & Regulations are attached to this Lease as Exhibit A.
15. NO NUISANCE. No noxious or offensive activity shall be carried in or upon the Unit or any part of the American Towers Condominium Project (the "Project"), nor shall anything be done or placed in or upon the Unit or any part of the Project that is or may become a nuisance or that may cause unreasonable disturbance or annoyance to other residents generally. No activities shall be conducted, no improvements constructed, in or upon the Unit or any part of the Project that are or may become unsafe or hazardous to any person or property.
16. CONDITION OF PREMISES. Lessee has examined the Unit and is satisfied with its physical condition, any exceptions noted below, and Lessee's taking possession is conclusive evidence of receipt of the Unit in good order and repair. Lessee agrees to keep the Unit in a clean and satisfactory condition and upon termination of this Lease, will leave the Unit in as good condition as when entered upon, reasonable wear and tear excepted. Lessee further agrees not to hang fixtures of any kind or make any type of interior or exterior additions or modifications that will in any way require repair, resurfacing or repainting of walls, ceilings, woodwork, siding or doors. In the event of damage or injury to the Unit, Lessee shall pay for all such damages. Except for normal wear and tear, Lessee agrees to pay reasonable charges for the repair of damage to the Premises that are caused by the acts of Lessee (s), their guests, visitors, family members and agents.
17. SUBLEASING. Subleasing is not permitted within the first six months of this Lease Agreement or any subsequent sublease but is permitted after the expiration of the first six months subject to the following: Lessee shall not assign this Lease or any interest herein, nor sublet the demised Premises or any part thereof or any right or privilege appurtenant thereto, nor allow any person other than the Occupants identified above to occupy or use the Premises or any part thereof within the first six months of the term of this Lease. Thereafter, Lessee may do so only by first obtaining Owner's written consent thereto and for a term of not less than six months. Said written consent shall be for a term of not less than six months and shall not be unreasonably withheld. Any Sub-lessee shall not further sublet the Premises, or any part thereof, or assign this Lease Agreement or any Sublease agreement within the first six months of the term of any Sublease. Thereafter, Sub-lessee may do so only by first obtaining the prior written consent of Lessee and Owner which consent shall not be unreasonably withheld.

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Notwithstanding the above, Owner's consent to one assignment, sublease, occupancy or use shall not be deemed to consent to any subsequent assignment or sublease, nor to any occupancy or use by another person. Any unauthorized assignment or sublease shall be void and shall terminate this Lease at Owner's option.

18. **DAMAGES.** It is expressly agreed and understood by Owner and Lessee that Owner shall not be liable for any damage or injury by water or otherwise which may be sustained by Lessee or other persons, nor for improper conduct on the part of Lessee or Lessee's agent or employee, and Lessee agrees to save and hold Owner harmless from any and all claims, demands, liabilities and judgments arising therefrom, including costs and attorney's fees.
19. **OWNER ACCESS.** Lessee agrees that Owner or his appointed agent or representative shall have access to the Premises at all reasonable times to inspect and protect the same, to show the same to a prospective purchaser, Lessee or mortgagee, and to make any necessary repairs thereto.
20. **HOA ACCESS.** Some of the Common Areas, which are defined as all physical portions of the Project, except the units, are or may be located within the Unit or may be conveniently accessible only through the Unit. The Association shall have the irrevocable right to have access to the Unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, cleaning, repair, or replacement of any Common Areas or for making emergency repairs at any time therein necessary to prevent damage to the Common Areas or to any unit in the American Towers Project. In addition, agents of the Association may enter the Unit when necessary in connection with any cleaning, maintenance, repair, replacement, landscaping, construction, or reconstruction for which the Association is responsible. Such entry shall be made with as little inconvenience to Owner, Lessee and/or Occupants practicable.
21. **PARKING.** Tenant shall park in the center of the parking stall and will not park a large or oversized truck, SUV or other vehicle in the stall such that it would interfere with the ability of the owners of adjacent parking stalls to park in their stall or to enter or exit their vehicle. If American Towers management receives a complaint from occupants of adjacent parking stalls that tenant's vehicle is oversized or obstructs them from parking in their adjacent parking stall, or from entering or exiting their parked vehicle, American Towers management may, in its sole discretion prohibit tenant from parking the oversized vehicle in the assigned parking stall. Tenant acknowledges that in this eventuality, if tenant wishes to continue to use an oversized vehicle, tenant may have to purchase a monthly parking pass in order to park the oversized vehicle in the public areas of the American Plaza Parking garage if tenant cannot locate another suitable parking stall for tenant to rent or use.
22. **UTILITIES.** Lessee agrees to pay all telephone charges in connection with Lessee's use of the Unit. Lessee agrees to pay all electricity charges connected with said Unit.
23. **NO SMOKING.** Smoking of tobacco products is not permitted within the Unit or in any part of the Common Areas of the Project.
24. **NO PETS.** No dogs, cats, animals, birds, fish, reptiles or pets of any kind are permitted in the Unit or in any part of the Common Areas of the Project. If you have an animal which you believe qualifies as a service animal, the law allows American Towers to require, prior to move-in, proof and documentation that your animal has been professionally trained as a service animal and/or an animal prescription from a licensed physician.

25. **COMMON AREA ASSESSMENTS.** If Owner defaults on Owner's obligation to pay common area assessments and/or other assessments on the Unit by the American Towers Owners Association, Lessee shall pay directly to American Towers Owners Association any rent owed to Owner hereunder beginning on the date of written notice from American Towers Owners Association and continuing until further written notice to Lessee from the Association. Any payment of rent hereunder to the Association shall satisfy Lessee's obligation to pay rent to Owner hereunder.

To secure Owner's obligation to pay monthly assessments, special assessments, and/or any other amounts owing to the Association relative to the Unit, Owner hereby assigns, sets over and conveys to the Association further notice, all of Owner's right, title and interest in and to the rents, income and profits of the Unit. Until Owner shall default in the payment of Owner's assessments, Owner shall have the right to collect all such rents, issues, royalties, income and profits earned prior to default as they become due and payable. In the event of default, however, Owner's right to collect any of such monies shall cease and the Association shall have the right, with or without taking possession of the Unit to collect all rents, income and profits upon written notice to Owner of such default. Failure or discontinuance of the Association at any time or from time to time to collect any such monies shall not in any manner affect the subsequent enforcement by the Association of its right, power and authority to collect the same. Nothing contained herein, nor the exercise of the right by the Association to collect rent, shall be, or be construed to be, (1) an affirmation by the Association of any tenancy, lease or option, (2) an assumption of liability by the Association under any tenancy, lease or option, (3) a subordination of any lien or charge to any such tenancy, lease or option, or (4) a waiver of any claim against Owner. This Assignment shall be prior and superior to any other assignments of rent.

In the event the monthly assessments and/or special assessments are more than thirty (30) days delinquent, or should Lessee, persons residing with Lessee or guests of Lessee violate the Declarations, Bylaws, or Rules and Regulations of American Towers Owners Association, Owner hereby appoints the Association as Owner's attorney in fact for the limited purpose of enforcing Owner's rights under this Lease, including, but not limited to, (1) accepting and acknowledging the collection of rent, and (2) terminating this Lease and evicting Lessee as permitted herein, with such rights to be exercised at the discretion of the Association and with no duty to do so. Should it become necessary for the Association to exercise its right of eviction as a result of the failure to pay assessments, the Association shall first give Owner and Lessee five (5) days notice, with the right to bring current said fees within five (5) days. The right to evict Lessee for violation of the Declarations, Bylaws, Rules and Regulations of the Association may be exercised by the Association after giving to Owner five (5) days written notice. Thereafter eviction shall take place as provided by the laws of the State of Utah.

26. **NO WAIVER.** The failure of either party to insist upon strict performance of any of the covenants or conditions of this Lease in any one or more instances shall not be construed as a waiver or relinquishment for the future of any such covenants or conditions or of the right of either party to insist on strict performance at a later date.
27. **MISCELLANEOUS.** This Lease contains the entire agreement between the parties and shall not be changed or modified except by written agreement signed by the parties hereto.

This Lease shall be construed in accordance with the laws of the State of Utah and each of the parties hereto hereby consents to personal jurisdiction in the State of Utah and waives any defense to actions brought pursuant to this Lease based upon lack of jurisdiction.

Headings used herein have been added for convenience and shall not be deemed to be a part of this Lease.

SALT LAKE CITY
Landlord/Tenant Program
RENTAL DWELLING LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the rental dwelling unit identified in the lease, Landlord _____ ("Landlord") and Resident(s) _____ ("Resident") agree as follows:

1. Resident, any members of the Resident's household or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near 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.
2. Resident, any member of the Resident's household or guest or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.
3. Resident or members of the household will not permit the dwelling unit to be used for, or facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident, any member of the Resident's household, or guest or another person under the Resident's control shall not engage in any illegal activity including prostitution, criminal street gang activity, threats, intimidation or stalking, assault, the unlawful discharge of firearms, on or near the dwelling unit premises; in any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the Landlord, his agent or other tenants; or involves imminent or actual serious property damage.
5. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by substantial evidence of the type reasonably relied upon by property managers in the usual and regular course of business.
6. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
7. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Landlord and Resident.

The Landlord will provide two annual meetings with tenants to discuss tenant concerns and review rental dwelling licensing rules. It is the responsibility of owner/landlord/management to see that persons occupying the property conduct themselves in a manner that will not cause the property to be disorderly. A property is disorderly when any of the following activities occur:

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- Overcrowding
- Prostitution
- Indecent Conduct
- Participation in Disorderly Conduct
- Loud Parties, gatherings or other unnecessary loud noises
- Unlawful possession, transportation, sale, or use of weapon
- Unlawful possession of controlled substances
- Contributing to the delinquency of a minor
- Assaults
- Gambling
- Obscenity

I (we) agree to comply with the provisions of the forgoing lease addendum.

This LEASE together with above or attached ADDENDA is hereby EXECUTED as of the date first set forth above.

OWNER (Landlord):

LESSEE (Tenant):

Signature

Signature

Signature

Signature