

Printing this document as formatted requires 4 pages if printed on both sides of page.

All fees are disclosed in the rental agreement. In accordance with HB68(2021) all fees are disclosed prior to application. By making application you indicate you have read the rental agreement and fee structure.

Application Process:

- 1 Read the Lead-Based Paint Disclosure (this page) and **keep this copy for your records.**
- 2 See remaining steps on next page.

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Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint 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, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention if desired [see (d) below].

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (I) or (II) below):

(I) \_\_\_\_\_ Known lead-based paint and /or lead-based paint hazards are present in the housing (explain). \_\_\_\_\_

(II) ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (I) or (II) below):

(I) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). \_\_\_\_\_

(II) ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (Initial)

(c) \_\_\_\_\_ Lessee has received copies of all information listed above. Initial even if none.

(d) Receipt of pamphlet (Initial either (I) or (II))

<https://www.epa.gov/sites/production/files/2020-04/documents/lead-in-your-home-protect-color-2020-508.pdf>

(I) \_\_\_\_\_ Lessee wishes to receive a copy of the pamphlet Protect Your Family from Lead in Your Home.

(II) \_\_\_\_\_ Lessee does not wish to receive a copy of the pamphlet at this time.

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.

\_\_\_\_\_  
Agent - The Peaks Apartments                      Date                      Lessee                      Date

\_\_\_\_\_  
Lessee                      Date                      Lessee                      Date

\_\_\_\_\_ Lessee was given the pamphlet Protect Your Family from Lead in Your Home.

Pursuant to Administrative Rule R162-6.1.3 it is disclosed to all parties that Brian R. Dabb is a Principal in this Transaction and Licensed by the State of Utah as a Real Estate Broker.

Intentionally Blank for printing on both sides of page.

2) Read, complete, and sign this Lead-Based Paint Disclosure. **Return this copy with your application.**

4) Read, complete, initial, and sign the Rental Agreement. All applicants initial and sign the same Rental Agreement.

6) Submit complete application with fees for approval (This Copy of LBP Disclosure, Rental Applications & Rental Agreement)

### Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

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

(a) Presence of lead-based paint and/or lead-based paint hazards (check (I) or (II) below):

(II) ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(I) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(II) ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

(c) \_\_\_\_\_ Lessee has received copies of all information listed above. Initial even if none.

<https://www.epa.gov/sites/production/files/2020-04/documents/lead-in-your-home-portrait-color-2020-508.pdf>

(II) Lessee does not wish to receive a copy of the pamphlet at this time.

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.

Lessee	Date
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Lessee	Date
--------	------

Lessee was given the pamphlet Protect Your Family from Lead in Your Home.

Pursuant to Administrative Rule R162-6.1.3 it is disclosed to all parties that Brian R. Dabb is a Principal in this Transaction and Licensed by the State of Utah as a Real Estate Broker.

# Rental Application

Please complete **all** sections. Incomplete applications may not be processed.

**Each proposed adult applying resident must complete a separate application.**

PERSONAL INFORMATION – If approved, Photo ID will be required at check in			
Name of applicant: Include given or maiden name if different		Social Security Number	
Phone:	Email:	Driver's license state and number:	
Permanent address:		Applicant Date of Birth	
Current address:		If you are a student, where? Full / PT	
Names and ages of all other prospective residents:			
Vehicle make, model & year	Color	License plate with state:	
Emergency contact name and phone:		Emergency Contact Relation to applicant	
Applicant's parent (or another close relative) name:		Relationship:	
Address			Phone
RENTAL HISTORY			
Current Landlord:	Phone:	Rental Period:	
Rental Address:		Current rental rate:	
Previous Landlord:	Phone:	Rental Period:	
Rental Address:			
EMPLOYMENT & SOURCE OF INCOME			
Employer:	Position:	Hours per week	
Address:	Phone:		
Supervisor:	Income per month:		
Previous or additional employer (circle):	Position:		
Address:	Phone:	Hours worked per week	
Supervisor:	Income per month:		

Other income or source of rents:

Amount:

4 PERSONAL REFERENCES (non-related. Example: boss, co-worker, neighbor)			
Name	Address	Phone	Relation

I authorize The Peaks Apartments to check my references and other information I have listed. This may include a credit and history check.

Signature of prospective tenant: \_\_\_\_\_ Date: \_\_\_\_\_

**All fees are disclosed in the rental agreement. In accordance with HB68(2021) all fees are disclosed prior to application. By making application you indicate you have read the rental agreement and fee structure.**

Do you smoke or does anyone that you propose to live with you?

Do you have animals? List.

Service animals and ESA require separate application and approval.

Do you have a vacuum cleaner?

Have you signed the federally mandated Disclosures of Information on Lead based paint and/or lead based paint hazards for the unit you are applying?

Have you been convicted of a felony? Explain if necessary.

Is there information relevant to your housing needs you wish to share?

Applying for (circle) one bedroom two bedroom/1bath two bedroom/2 bath house

# Rental Application

Please complete **all** sections. Incomplete applications may not be processed.

**Each proposed adult applying resident must complete a separate application.**

PERSONAL INFORMATION – If approved, Photo ID will be required at check in			
Name of applicant: Include given or maiden name if different		Social Security Number	
Phone:	Email:	Driver's license state and number:	
Permanent address:		Applicant Date of Birth	
Current address:		If you are a student, where? Full / PT	
Names and ages of all other prospective residents:			
Vehicle make, model & year	Color	License plate with state:	
Emergency contact name and phone:		Emergency Contact Relation to applicant	
Applicant's parent (or another close relative) name:		Relationship:	
Address			Phone
RENTAL HISTORY			
Current Landlord:	Phone:	Rental Period:	
Rental Address:		Current rental rate:	
Previous Landlord:	Phone:	Rental Period:	
Rental Address:			
EMPLOYMENT & SOURCE OF INCOME			
Employer:	Position:	Hours per week	
Address:	Phone:		
Supervisor:	Income per month:		
Previous or additional employer (circle):	Position:		
Address:	Phone:	Hours worked per week	
Supervisor:	Income per month:		

Other income or source of rents:

Amount:

4 PERSONAL REFERENCES (non-related. Example: boss, co-worker, neighbor)			
Name	Address	Phone	Relation
I authorize The Peaks Apartments to check my references and other information I have listed. This may include a credit and history check.			
Signature of prospective tenant:		Date:	
All fees are disclosed in the rental agreement. In accordance with HB68(2021) all fees are disclosed prior to application. By making application you indicate you have read the rental agreement and fee structure.			

Do you smoke or does anyone that you propose to live with you?

Do you have animals? List.

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# Rental Application

Please complete **all** sections. Incomplete applications may not be processed.

**Each proposed adult applying resident must complete a separate application.**

PERSONAL INFORMATION – If approved, Photo ID will be required at check in			
Name of applicant: Include given or maiden name if different		Social Security Number	
Phone:	Email:	Driver's license state and number:	
Permanent address:		Applicant Date of Birth	
Current address:		If you are a student, where? Full / PT	
Names and ages of all other prospective residents:			
Vehicle make, model & year	Color	License plate with state:	
Emergency contact name and phone:		Emergency Contact Relation to applicant	
Applicant's parent (or another close relative) name:		Relationship:	
Address			Phone
RENTAL HISTORY			
Current Landlord:	Phone:	Rental Period:	
Rental Address:		Current rental rate:	
Previous Landlord:	Phone:	Rental Period:	
Rental Address:			
EMPLOYMENT & SOURCE OF INCOME			
Employer:	Position:	Hours per week	
Address:	Phone:		
Supervisor:	Income per month:		
Previous or additional employer (circle):	Position:		
Address:	Phone:	Hours worked per week	
Supervisor:	Income per month:		

Other income or source of rents:

Amount:

4 PERSONAL REFERENCES (non-related. Example: boss, co-worker, neighbor)			
Name	Address	Phone	Relation

I authorize The Peaks Apartments to check my references and other information I have listed. This may include a credit and history check.

Signature of prospective tenant: \_\_\_\_\_ Date: \_\_\_\_\_

**All fees are disclosed in the rental agreement. In accordance with HB68(2021) all fees are disclosed prior to application. By making application you indicate you have read the rental agreement and fee structure.**

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Is there information relevant to your housing needs you wish to share?

Applying for (circle) one bedroom two bedroom/1bath two bedroom/2 bath house

## Rental Agreement

This contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, between The Peaks Apartments, LLC, State of Utah, hereinafter called Landlord, and  
Name \_\_\_\_\_, Photo ID# \_\_\_\_\_ SSN \_\_\_\_\_  
Name \_\_\_\_\_, Photo ID# \_\_\_\_\_ SSN \_\_\_\_\_  
Name \_\_\_\_\_, Photo ID# \_\_\_\_\_ SSN \_\_\_\_\_  
hereinafter called Tenant.

**1. Rental Accommodations:** Landlord does hereby lease and rent unto Tenant, and Tenant does hereby take as Tenant, the dwelling accommodations situated at:  
45 S 900 E, 975 E 50 S, 948 E. Center, 964 E Center, # \_\_\_\_\_, City of Provo, State of Utah 84606.

Said accommodations shall be used by immediate family of \_\_\_\_\_ Adults and \_\_\_\_\_ Children. Occupancy limits set by apartment policy and city zoning apply. All individuals must apply and be approved by the Landlord before occupancy. TENANT INITIALS(    )(    )(    ). Provo City Rental Dwelling disclosures are available for each unit.

**2. Term of Contract:** Occupancy under this contract shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and: Shall continue until the 31st day of JULY, 2026. Tenant understands that this is a lease for the entire period specified. Renewal may be available to current residents that are not in breach of contract.

**3. Rental Payment Schedule:** Tenant will pay the rent at the rate of \$ \_\_\_\_\_ per month during the term of this contract and said rent will be due on the 25th day of the preceding month, payable in advance. Total rental obligation for the term of this agreement is \$ \_\_\_\_\_. A \$35 fee will be assessed on any check returned by the bank, for any reason. Tenant will be responsible to pay any late fees assessed because of the delay in payment. After two returned checks, the Tenant's account will be placed on a money order or cashier's check basis only. Rent may be hand delivered or mailed to 975 East 50 South OFFICE Provo, UT 84606 arriving before due.

Application of funds: Payments received will be applied first to the security deposit and damages, second to fees and utilities, and third to rent. Noted damage during the term of the contract may require a deposit update. Landlord shall have discretion on when repairs to damage are completed regardless of time of billing or payments received.

**4. Utilities:** Tenant will be responsible for natural gas and electric utilities for their unit. Tenant will show receipt/evidence of utility hook up before move in. Failure to maintain utilities will result in utility charges + \$10 billing fee per bill.

**5. Security Deposit:** Tenant will pay a security deposit of \$850 plus a contract initiation fee (see line 10) of \$150 to Landlord upon applying for occupancy. Total due at signing is \$1000.00. Tenant shall not have the right to apply security deposit in the payment of rents. Landlord may apply this security deposit against any of the following obligations of the Tenant:

- a. Damage to the property done by Tenant or persons invited on the property by him;
- b. Cost of cleaning the property following termination of the contract;
- c. Damages to Landlord resulting from improper termination of this contract;
- d. Rent owed and past due;
- e. Damages to Landlord resulting from a failure by Tenant to obey the rules and regulations of Landlord.

**6. Late Fee:** A late fee of \$100 or 10% of the past due balance, whichever is greater, will be charged after the 1st of each month for any rent which is due and unpaid. Rent must be paid to Landlord by 5:00 p.m. on the 1st day of the month or late fee applies.

**7. Termination Of Contract:** Tenant or Landlord may terminate at other than the end date of this agreement by giving thirty days written notice and by paying a fee at time of notice, equivalent of 1 month rent payment to the other party to purchase an early termination. If Tenant later finds a qualified replacement applicant and applicant is approved by Landlord, termination fee shall be reduced at time of sale to 25% of normal fee. If a sale by current Tenant occurs, 3 business days minimum shall be granted to the landlord for maintenance between occupancy terms and during said period utilities shall be maintained by Tenant. All rents and deposits must be current and discounts or incentives repaid to be eligible for early termination buyout. Tenant shall remain liable for rent until replacement occupancy. If Tenant abandons the property during the term hereof, Landlord shall be permitted to withhold Tenant's security deposit and, in addition, Tenant shall be responsible for the entire unpaid balance of the contract. Tenant shall not sell or assign this contract, nor shall they sublease the property without the written consent of Landlord.

**8. Landlord Obligations:** Landlord agrees, at his expense, to maintain the exterior of the property. Units are rented unfurnished and with the paint and floor covering as is. Landlord also agrees to maintain the interior, including appliances provided by him (Stove and Refrigerator Only), in safe and operable condition and in compliance with all applicable state, county, and city laws. If Landlord is unable to deliver possession of the premises at the commencement hereof, Landlord shall not be liable for any damage caused thereof, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within 7 days of the commencement of the term hereof. All requests for maintenance must be submitted in writing. This may be done by e-mail [info@thepeaksapartments.com](mailto:info@thepeaksapartments.com) or through the drop box located at the mail boxes. Damage caused by failure to notify Landlord shall be repaired at Tenant expense. Urgent needs should be made known by calling 801- 434-8848, followed by a written request.

**9. Right of Entry:** In the absence of an emergency, Landlord shall enter the property rented to Tenant during reasonable hours, upon giving prior notice, in order to inspect the premises, make necessary or agreed repairs, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. When repairs are requested, it is understood that permission is given to enter and repair property without additional notification. In the event of an emergency constituting a danger to life, health, or property, Landlord may enter the property without prior notice.

**10. Return of Security Deposit:** Within 30 days following proper termination of the contract, Landlord shall refund to Tenant the security deposit, less any amounts withheld by Landlord as permitted in this agreement. In order to receive the security deposit refund, Tenant agrees to provide a self-addressed, properly stamped business sized envelope to Landlord. If not provided as specified, a \$15 fee will be charged. If a refund check sent or given to Tenant is lost and a stop-payment order is given to the bank, there will be a \$35 charge to Tenant for issuing another refund check. The security deposit may not be used as rent by Tenant.

**I have read the back side of this sheet and hereby agree to occupancy under the specified terms.** TENANT INITIALS (    )(    )(    )

All terms of this contract have been read, understood, and accepted by the undersigned parties and constitute the entire agreement between the parties.

All adult tenants **MUST** sign here **AFTER** reading completely. By signing the application and its questions are incorporated into this agreement.

Signatures \_\_\_\_\_

Landlord \_\_\_\_\_ Date \_\_\_\_\_ February, 2025 Ver. Wd1.25

Pursuant to Administrative Rule R162-6.1.3 it is disclosed to all parties that Brian R. Dabb is a Principal in this Transaction and Licensed by the State of Utah as a Real Estate Broker.

Payments received at signing of contract: Deposit Update \$ \_\_\_\_\_ Amount currently on file \$ \_\_\_\_\_ (for renewals only)

DEPOSIT or STATEMENT Amount owing \$ \_\_\_\_\_ (Contract may not be signed by landlord until received in full)

Rent \$ \_\_\_\_\_ month of \_\_\_\_\_ (Keys will not be issued until paid)

Total Received \$ \_\_\_\_\_ in the form of \_\_\_\_\_

On File: \_\_\_\_\_ Application \_\_\_\_\_ Lead based Paint Disclosure \_\_\_\_\_ Other \_\_\_\_\_

**11. Contract Initiation or Change Fee:** Landlord shall collect a fee in the sum of \$150 for administration at the start of any occupancy and the change of any contract. This includes but is not limited to the addition or removal of a contracted individual.

**12. Specific Terms:**

Checkout & Keys	Tenant agrees, upon termination of this contract, to follow the check-out cleaning procedure fully and correctly, and to sign the check-out sheet. Check-out instructions are available from Landlord. Failure to check out will result in a \$50 fee plus the cost of cleaning the unit. Tenant also agrees to return her/his key(s) at check-out time. Keys to the apartments are the property of the Landlord and issued to the Tenant for their use while they reside in the apartment. Keys must be replaced through the Landlord. They are not to be duplicated by tenant or loaned to anyone. There will be a \$35 charge for each replacement key. Tenant may not install locks on any doors without written approval from management.
Insurance	Tenant agrees that Landlord is not responsible for Tenant loss due to fire, theft, or any other unexpected casualty. Landlord requires Tenant to carry a renter's insurance policy providing minimum coverage of \$10,000 personal property and \$200,000 personal liability coverage. Landlord shall be named as an Additional Noticed Party on the policy. Proof of insurance is required. A \$15 discount will be applied each month coverage is in affect and proven.
Check-in	Tenant agrees to provide written notice indicating any existing damage which may be present in the unit or in the yard within five days of occupancy.
Care and Occupancy	Tenant agrees to use the property as personal residence, to comply with all applicable city, county, and state laws. Tenant may not have overnight guests who spends more than three nights in any thirty-day period without notice to and consent of the Landlord. A \$25 per night fee may be assessed for each overnight guest (anyone who has not signed the contract). Tenant shall maintain the property in a clean and safe condition, use reasonable care in the consumption of utilities and services furnished by Landlord, and avoid unreasonable noise or other disruption of privacy and peaceful enjoyment of the premises by Landlord or other tenants. Tenant shall be responsible for all cleaning or damage to the property (+ \$75.00 administration fee) whether by the Tenant, members of his family, or persons invited on the property by Tenant. Tenant shall not make, or cause to be made, any alterations of the property or its contents without first obtaining the written consent of Landlord. Tenant is required to provided her/his own cleaning supplies, including but not limited to cleansers, mops, brooms, vacuum, and garbage cans. Tenant is responsible to maintain the cleanliness of the entire unit including periodic professional carpet cleaning during the term of the lease. Additional charges shall be withheld if carpets are damaged or have not been vacuumed and professionally cleaned on a regular basis. To encourage cleanliness and to verify compliance with the terms of this Rental Agreement, Tenant agrees to pass a monthly inspection if deemed necessary. Landlord will give advance notice of inspections. If a Tenant fails an inspection by not keeping the apartment reasonably clean, the Tenant agrees to a second inspection at a time designated by Landlord and agrees to pay a \$50 re-check fee. Failure of re-check will result in Landlord having cleaning done at Tenant expense. All trash must be placed in provided trash container. Large items must be removed from property by Tenant or a cleaning fee will be charged. Cleaning is billed at the rate of \$45.00 per hour with a \$90 minimum. Tenant is responsible to bear costs for all pest control.
Automobiles & Bikes	Parking is first come first served. Garages are leased under a separate agreement. Tenant agrees that only registered vehicles owned by Tenant shall be allowed on the premises. Storage of unregistered or dismantled vehicles is prohibited. Owners of unregistered vehicles will be charged \$40/month and vehicle may be towed at the rate charged by towing company. Vehicle maintenance is prohibited on premises. Tenants may not wash cars, perform mechanical work or automobile repair work (including oil changes) or do any other activity that could possibly contaminate the premises. Tenants who violate this rule will be responsible for cleanup cost which could be very expensive. Boats, motor homes, oversized cars and trucks, and other recreational vehicles are not allowed in the parking areas without prior consent. Cars may park in any designated stall. Landlord may require a parking permit. Bicycles are not allowed in the apartments unless a waiver has been signed and a \$75 bike deposit paid, of which \$50 is non-refundable. In order to protect the floors from dirt and oil and the walls from being marred, there will be a \$25 charge each time a bicycle is found in an apartment without a signed waiver. Owners of bicycles secured to a gas main, fence, or any other part of the building will be charged \$25 per occurrence. Landlord is not responsible for damaged or stolen bicycles. Bicycles should be parked in the bike rack. A bike rack is provided in the parking area.
No's	Tenant agrees not to keep or permit pets or animals of any kind on the premises. A fee of \$100 plus damages will be charged if animal is found. If not removed within 24 hours of written notice an additional fee of \$25/ day will be assessed. Tenant agrees not to smoke, consume alcohol, or take or possess any illegal drugs on the premises. Tenant agrees that firearms, weapons, and explosives are forbidden on the premises. Fireworks when legal are only allowed when 30' from all buildings. Clean up of fireworks will be billed to those responsible.
Personal items/area	Tenant agrees to keep parking area, yard, walkway and area in front of his/her apartment free from any personal property or debris. No outside storage is provided to Tenant except bicycles in the bike rack. All personal property must be kept at least 3 feet away from water heaters and furnaces. Tenant agrees to keep flower beds in front of unit free of weeds. Tenant also agrees to keep walk from Tenant's front door to city sidewalk and city sidewalk in front of unit free of snow and ice.
Water / plumbing	Tenant agrees that washing machines and dryers are not allowed in units that do not provide hook-ups. Tenant further agrees waterbeds are not allowed in the units. The Tenant is responsible for the purchase and use of shower curtains. Any damages to the apartment that are the result of the lack of or improper use of shower curtains or plumbing will be repaired at the expense of the Tenant. Any plumbing blockage removed by the Landlord or a plumbing service, that is caused by the negligence of Tenant will be billed to the Tenant. The minimum charge will be \$75. Hose bibs are for maintenance and not for tenant use without permission.
Smoke / fire	A \$50 fine will be assessed to anyone who tampers with or discharges a fire extinguisher when there is no fire. A \$200 fine will also be assessed to anyone who smokes any substance or uses candles or incense in the apartment. A \$25 fine will be assessed when a smoke detector is without a battery or a bathroom fan or smoke detector is disconnected. Barbeques are allowed only in designated area.
Walls	Pins, tacks, brads or" Plasti-tac" (a soft substance like putty) and "3M command" hooks available at various stores may be used, nail holes in the walls are discouraged and pins, tacks, or brads if excessive, may be reason for a repair fee. Tenant agrees not to put tape of any kind on the walls as most tape, especially the patch-picture hangers, will remove or damage the paint.

**13. Remedies for Tenant's Default:** In the event of any default or breach by Tenant, Landlord may at any time, without waiving or limiting any other right or remedy available to the Landlord, terminate Tenant's rights under this contract by written notice or by any lawful means, or reenter and take possession of the premises (with or without terminating this contract), or pursue any remedy allowed by law. Tenant agrees to pay to Landlord the cost of recovering possession of the premises, all expenses of reletting, and any other costs or damages arising out of Tenant's default. Notwithstanding any reentry or termination, the liability of Tenant for the rent provided for herein shall not be extinguished for the balance of the term of this contract, and Tenant agrees to make good to the Landlord any deficiency arising from reletting the premises at a lesser rent than applies under this contract. Any rent or other charges under this contract which are not paid by Tenant when due shall bear interest from the due date thereof at the rate of eighteen percent (18%) per annum in addition to any late fees that may apply.

**14. Enforcement of Agreement:** Should either party be required to retain legal counsel to enforce the terms of this contract, the non-prevailing party in any ensuing legal action agrees to pay costs in connection therewith, including reasonable attorney's fees. If account is turned over to a collection agency, all collection fees, accrued late fees and interest shall be the responsibility of the tenant. No failure of Landlord to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Landlord's right to collect the full amount thereof. All terms of this agreement shall remain fully enforceable even if Landlord allows Tenant one or more deviations, variations, extensions, or grace periods. In the event of any conflict between any oral agreement and the terms of this contract, the latter shall govern.

**15. Transfer of Tenants:** Upon 7 days written notice to Tenant, Landlord may transfer Tenant to an equally suitable apartment other than originally assigned. In all cases where the Landlord transfers Tenants for its own purposes, Landlord will pay utility transfer fees and non-refundable utility hookup fees, if any, plus \$95 to cover other costs of moving.

**16. Joint and Several Liability:** Each Tenant occupying the unit shall sign this contract and shall be jointly and severally liable to fulfill this agreement.

**17. Definition of "Landlord" and "Tenant":** The term Landlord as used in this contract refers to the owners or to their agent in his representative capacity only, but not to the agent in his personal capacity. The term "Tenant" refers to all who sign this agreement except the Landlord.

**18.Additions:** Additional rules, covenants, inventories, cleaning and check-out procedures issued during the lease period are hereby incorporated into this agreement.