

Beach House Rental Contract for Single Student Housing

Fall/Spring Semester [REDACTED]

TENANT NAME: _____ EMAIL _____

BIRTHDATE _____ SEX _____ CELL PHONE _____

HOME ADDRESS _____ CITY _____ STATE _____ ZIP _____

NAME OF PARENT OR GUARDIAN _____ HOME PHONE # _____

This agreement, made and executed on this _____ of _____, 20____, by and between **Rojam, LLC.**, Avon, Ut. hereafter called the Management and the above named individual, hereafter called the Tenant. Management represents that the housing premises at **744 No. 700 E., Logan, Utah AptA** are in good, clean and habitable condition, to which the Tenant hereby agrees to rent, pursuant to the conditions set forth herein. In consideration of mutual promises hereinafter set forth, the parties hereto agree as follows:

1. **CONTRACT:** Tenant is contracting for housing at Rojam Apts. for the **Entire USU Academic year**, or the remainder thereof, period beginning _____ and ending _____, unless prior written arrangements have been made. ***If tenant desires to cancel this lease after contract is signed the tenant must notify management 30 days prior AND tenant is responsible to find a suitable replacement. New tenant taking over the contract will be required to pay a new security deposit.***

2. **TERMS AND SERVICES:** the rental schedule for the property and furnishings listed herein, shall be as stated below:

Private Room/Shared Bath: [REDACTED] School Year

Shared Room/Shared Bath: [REDACTED] School Year

Payment Options: (Management Circle One)

1. Pay for full year before Sept 15th:

Priv.Rm/Shared Bath [REDACTED]; Shared Rm/Bath [REDACTED]

2. Fall Sem. payment before Sept. 15th:

Priv.Rm/Shared Bath \$[REDACTED]; Shared Rm/Bath \$[REDACTED]

3.Spring Sem. payment before Jan. 15th:

Priv.Rm/Shared Bath \$[REDACTED]; Shared Rm/Bath \$[REDACTED]

Should tenant fail to pay any rental installment on or prior to the above due dates, a \$5.00/day late fee will be assessed to the said installment for each day until the amount is paid in full.

The landlord will provide the following items and services: Bed, dresser and night stand(one per room), sofa, love seat, end and coffee table, lamp, dining table, chairs, complete kitchen appliances, washer & dryer, window coverings, mailboxes and paid utilities: gas, internet, electricity, garbage, water and sewer. If you plan to bring your own bed, ***there will be a storage fee of \$20.00 to remove existing bed.***

******You are tentatively assigned to Room. # [REDACTED] and may occupy the apartment on _____ and you will need to check out with manager and vacate the premises on _____ by 5:00 p.m.**

*******Tenants are required to be present at one of two meetings at the beginning of the semester occurring on the evening of TBA and TBA(time around 8 but tenants will be notified) . Failure to attend will result in a \$20 cash fine.**

3. **SECURITY DEPOSIT:** all tenants will be required to pay a **\$250 security deposit** at time of contract signing. Of that amount, **\$100 is a nonrefundable fee.** The Management will hold the other **\$150.00** to be refunded by mail not more than 30 days following the end of occupancy, to the tenant when they move out (less any damage, cleaning, or other charges incurred by tenant or his guests). This deposit shall not be applied on rent by the tenants but shall be used by management at his option to reduce management's damages if tenant vacates the premises without a suitable replacement while still under contract, fails to pay rent as agreed, or any other action causing damage. Retention of his deposit by the management shall not relieve tenant from paying the full amount of the damage less credit for the amount retained.

4. **INVENTORY DAMAGE:** Before tenant occupancy, the management will hold an inspection of the premises with the tenant and complete an inventory checklist. The list will be signed and held with a copy of the contract by tenant and the management. After a final inspection (upon move-out) all missing, broken, or damaged articles ***by the tenant or his guests***, described in the inventory attached hereto, or which may be hereafter furnished to the tenant by the management, shall be deducted from the total security

deposit. If the security deposit does not cover the entire cost of the replacement of any missing, broken or damaged articles, the tenant hereby agrees to pay the amount that is necessary to replace said article. Tenant shall report leaky or defective faucets at once. Expenses or damage caused by stopping or waste pipes or overflow from bathtubs, toilets or washbasins must be paid by tenant as well as any damage to building or furnishings.

5. **DISCLAIMER OF LIABILITY:** Management will not be liable or responsible in any way for loss or damage to any article belonging to said tenant located in said premises or other premises under control of management.

Tenant initials _____

It is the intent of Rojam Apts. to create a safe, clean, comfortable atmosphere and an environment conducive to studying, happy living and good morals. The following rules were formulated to help avoid problems and misunderstandings. Your cooperation is greatly appreciated!

THE TENANT HEREBY AGREES TO ABIDE BY THE FOLLOWING RULES AND REGULATIONS AND ACKNOWLEDGES READING AND UNDERSTANDING ALL RULES BEFORE SIGNING CONTRACT.

6. **RULES AND REGULATIONS:** VIOLATION OF ANY RULES BY TENANT OR HIS GUESTS MAY RESULT IN TERMINATION OF CONTRACT.

- ❖ **ABSOLUTELY NO DOGS, CATS OR ANY OTHER ANIMAL** WILL BE ALLOWED IN OR ON THE PREMISES OR GROUNDS AT ANY TIME.
- ❖ **NO MEMBERS OF THE OPPOSITE SEX ARE ALLOWED IN BEDROOM AREAS, AND SHOULD ENTER THROUGH THE MAIN DOORS, AND ARE TO REMAIN ONLY IN "COMMON" AREAS!!**
- ❖ OVERNIGHT GUESTS ARE NOT PERMITTED except with express WRITTEN consent from Management. **Members of the opposite sex, including family, are never allowed to stay overnight.** All guests are required to be out of the apartment by 12:00a.m. on Sunday through Thursday and 1:00 a.m. on Friday and Saturdays, and cannot visit until 7:00 a.m. unless prior written consent has been obtained.
- ❖ Quiet hours begin at 8:00 p.m. After this time, all residents are required to turn down stereos, walk quietly, and in general create a situation conducive to studying. Even though quiet hours do not begin until 8:00 p.m., respect for other residents is expected and noise must be kept to a minimum at all times. Excessive loud music from stereos (including car stereos) is not allowed. (Rule of Thumb: if you can hear it outside your door, it is too loud.)
- ❖ **RESIDENTS ARE EXPECTED TO RESPECT THE RIGHTS AND PRIVACY OF OTHERS:**
 1. Tenants and guests are expected to knock before entering any apartment or bedroom other than their own.
 2. The living, kitchen areas belong to all tenants. If one is entertaining guests every evening or day, others may feel that this interferes with their right to use this area. PLEASE BE CONSIDERATE OF your fellow tenants.
 3. Each tenant has the right to EQUAL use of the kitchen/ cupboard space and utility room shelves. Please use only the space that is fairly yours.
- ❖ LARGE GROUPS OF FRIENDS OR PARTIES ARE NOT ALLOWED, WITHOUT PRIOR, WRITTEN PERMISSION FROM MANAGEMENT.
- ❖ Violation by the tenant (or his guest) of City, State, or National laws shall be deemed sufficient cause for immediate termination of tenancy by the management. Any disorderly conduct by tenant which disturbs the peace may be cause for immediate termination of tenancy. There will be no firearms or fireworks allowed on the premises. He will abide herewith together with any other such rules and regulations set up by the management.
- ❖ The management shall retain the right of entry at any time, without notice, to any apartment for the purpose of inspecting the premises if circumstances indicate a contract may have been violated. Permanent redecorating is not allowed. Tenant agrees not to make any alterations, improvements, additions or changes to the premises, interior or exterior, or to the furniture, equipment and fixtures provided by the landlord without written consent from Management.
- ❖ DISORDERLY OR UNLAWFUL CONDUCT OF ANY KIND IS A VIOLATION OF THE CONTRACT. NO USE OR POSSESSION OF ALCOHOL OF ANY KIND, NO RECREATIONAL DRUGS IN ANY FORM, NO OFFENSIVE POSTERS OR PICTURES ARE ALLOWED ON THE PREMISES (in apartments, parking lot, laundry room, sidewalks or lawns). Any violations may result in eviction
- ❖ Tenants using abusive language on the property or who destroys the property belonging to management or his tenants shall be evicted. Any tenant involved in a physical confrontation or assault on the property, shall be evicted. Tenants should never

use other tenant's property without permission. Any tenant who continually uses others' property without permission, shall quite possibly be evicted. Management reserves the right to evict any tenant who is detrimental to Rojam or its other tenants.

- ❖ Police authorities will be immediately called if any tenant or guest who is on the property, appears to be under the influence of alcohol or drugs. If the proper authorities do find the tenant to be under the influence of alcohol and/or drugs, Management reserves the right to evict the tenant for UNLAWFUL CONDUCT.
- ❖ If, upon termination of the contract or abandonment of the premises by tenant, the tenant leaves any property in the apartment, or on the property, the Landlord will not be liable for loss, or theft and the landlord shall have the right (without notice to Tenant) to store or dispose of the property at Tenant's cost or expense without being liable in any respect to the tenant.
- ❖ In the event any installment of rent is not paid, within **fifteen(15) days** of its due date and the Tenant has not been physically present in the apartment during such period, it shall be conclusively deemed that the apartment has been abandoned regardless of whether or not any of Tenant's possessions remain in the apartment. Landlord can take possession without process of law, without in any way being responsible to tenant for damages, and the Landlord may in the event of such abandonment, declare this contract terminated.

Tenant initials

- ❖ **FURNITURE MUST NOT BE MOVED IN OR OUT OF APARTMENT WITHOUT MANAGEMENT CONSENT.**
Do not move or leave any furniture outside.

- ❖ If door keys are lost, the privacy and security of occupants and belongs cannot be assured. **Therefore keep the doors locked and your key in a secured place.** If you do lose or fail to return your key there will be a \$25 fee to replace the key.
 - ❖ All utilities are prepaid with rent. Each tenant agrees to the prudent use of all utilities by avoiding excess heating costs or keeping windows/doors open during colder months and windows closed while using air conditioning. If Management observes an abuse of utilities, tenants will have to pay the additional costs associated therein.
 - ❖ From time to time, it may be necessary to move tenants to another apartment to accommodate remodeling, to achieve maximum occupancy per apartment and whenever necessary as deemed by Management. Upon seven (7)days notice, Management reserves the right to change apartment assignments.
 - ❖ No assignment or sub-lease of this contract shall release Tenant from obligations of this lease, unless the new Tenant is accepted by Management in writing and the Tenant specifically released. **Rojam** reserves the right to not allow Tenant to "sell" his or her housing contract. If the tenant leaves before the end of the lease term, he or she will lose his/her deposit will be responsible to make all the rent payments as constituted in the housing contract.
 - ❖ A \$35 fine will be assessed for toilets clogged by bottles, cans or other inappropriate item, or for garbage disposals stuck from any foreign materials, A \$20/hour charge will be assessed for all minor repairs management must make because of tenant error and/or negligence.
 - ❖ Window screens are not to be removed. A \$20 charge will be assessed for each bent or destroyed screen.
 - ❖ No burning or warming of candles, barbecues or incense on the premises is allowed.
 - ❖ **TENANTS MUST PROVIDE A MATTRESS COVER OR BED PAD FOR YOUR TWIN BED.** Sleeping on a bed without proper mattress cover will result in the loss of your deposit. Bicycles are to remain outside.
 - ❖ Pictures or posters must be attached to the walls with pins or picture putty. All holes in walls larger than pin sizes will be fined at a rate of \$5.00 or more for larger holes, the cost to repair them. No privacy locks are allowed on interior doors.
7. **DEFAULT:** Failure to perform any of the above terms and conditions by the tenants shall be construed as a breach of contract and will require the tenant to remedy said failure or to vacate the premises within three (3) days of failure to comply with the said term or condition. The Security Deposit shall be forfeited if tenant is so forced to vacate the premises and the management may enter said premises and take and retain possession of the same and exclude tenant there from. No provisions in this agreement shall affect rights and procedures available to the management as provided by the law.
9. **UTILITIES AND MAINTENANCE:** Gas, internet, electricity, garbage, water and sewer will be held in the landlord (Rojam) name. The management will pay utilities. Telephone is the responsibility of the tenant. If a unit's utilities costs are excessive, they will receive a warning, and they may be charged the difference. We expect the tenants to be prudent in their utility usage, monitoring windows, doors, lights, heat thermostat etc. Onsite management will be watching for prudence in utility usage.
10. **PERSONAL PROPERTY:** **The management is not responsible for damage to tenants personal property resulting from fire, water, snow & ice, theft or natural disaster. Management strongly recommends that the tenant secure renter's insurance to protect himself against such loss.** Damage from overflow from sinks, tubs washers, toilets or through negligence of Tenant will be Tenant's responsibility to pay.

11. **COSTS OF ENFORCEMENT**: In the event of failure to faithfully perform the terms and covenants herein set forth, the defaulting party shall pay all costs, expenses and reasonable attorney fees resulting from the enforcement of this contract or any right arising out of such breach.

12. **ENFORCEABILITY**: Should, for any reason, any portion or paragraph of this agreement be declared void, the balance of this agreement will remain in full force and effect.

16. **INSPECTION SHEET**: The inventory and inspection sheet, attached hereto, becomes part of this Rental Contract. Tenant hereby agrees that he has seen and agrees with the said inventory and inspection sheet.

17. **CARS AND PARKING**: No trucks larger than the "pick-up" variety will be allowed. All vehicles must be currently licensed and in a running condition. Wintertime snow removal cooperation shall be expected. Parking spaces are not meant to provide storage, automobile workshop areas, etc. Parking spaces are meant for operating vehicles only. **The Beach House will have assigned parking spots with specific parking assignments.** Cars will not be repaired or painted on lots. There will be no storing of trailers, boats or campers. **Parking area is for tenants only. It is the tenant's responsibility to instruct guests to park on the street, or risk ticketing, booting and/or fine.** Any non-tenant vehicle parked on premises will be subject to booting. Winter parking is limited as overnight winter parking is not available on the street from November to March.

18. **REMOVAL OF TENANT PROPERTY**: Tenant shall remove all personal property at the time of vacating the apartment or prior to the return of the key and final room inspection. Any and all personal property left in or about the premises, and not so removed by the above specified time shall become the property of the management and shall be disposed of at his sole discretion, without any liability to management.

19. **SERVICE CHARGE**: A service charge of \$35.00 will be charged on all returned checks.

Tenant initials _____

20. **CLEANING & INSPECTION**: **At the end of every semester**, there will be an inspection for cleaning by management. **Whether you are moving out or staying, you will need to thoroughly clean your own room and bathroom, as well as assigned common areas.** This will enable management to do any maintenance work necessary. Inspection dates will be posted, generally during the last week before finals. **Failure to clean will result in an immediate cleaning fine of \$25.** **Tenant is responsible to purchase incandescent light bulbs, etc. for their own bedrooms, bathrooms, and common areas.** Management will purchase long fluorescent bulbs in the common areas. Before tenant moves out, they should make sure all light bulbs are replaced and in working order. **It is the tenant's responsibility to buy all cleaning supplies for themselves and common areas.**

Cleaning inspections will occur on _____ for fall Semester and TBA, both will occur at 5pm

21. **SNOW REMOVAL**: Tenants are expected to help with snow removal.

THIS IS A LEGALLY BINDING CONTRACT. YOUR **SIGNATURE BELOW INDICATES THAT YOU HAVE READ AND STUDIED THIS CONTRACT, UNDERSTAND IT AND AGREE TO ABIDE BY ITS TERMS AND RULES WITHOUT EXCEPTION.** TENANT, BY NATURE OF THIS CONTRACT, UNDERSTANDS THAT TENANT HAS CONTRACTUALLY AGREED TO THE LANDLORD'S RIGHT AS OUTLINED ABOVE. IF IT BECOMES NECESSARY FOR EITHER PARTY TO ENFORCE THEIR RIGHTS UNDER THIS AGREEMENT WITH OR WITHOUT LEGAL ACTION, THE PREVAILING PARTY SHALL BE ENTITLED TO BE REIMBURSED FOR REASONABLE COSTS AND ATTORNEY'S FEES.

TENANT UNDERSTANDS THAT A VIOLATION OF THIS CONTRACT, RESULTING IN EVICTION, WILL RESULT IN THE LOSS OF ALL DEPOSITS AND RENTS PAID TO THE LANDLORD.

VIOLATION OF ANY RULE CAN RESULT IN EVICTION!

******Make two copies of this contract, sending one back to management, and keeping a copy for yourself.**

A COPY OF THIS CONTRACT MAY BE SENT TO TENANT'S PARENTS/GUARDIAN.

IN WITNESS WHEREOF, This contract is executed by the parties hereto this _____ of _____, 20_____

Tenant acknowledge receipt of _____ copy of this foregoing agreement bearing all signatures.

Tenant Date: _____

Date: _____

Management

Note to parents or guardians: Management tries to enforce rules to the best of its ability on an equal basis. There are times when problems are not brought to our attention. Please encourage your students to inform Management about serious problems within the apartment so that tactful, proper actions can be taken. Students may be held responsible for violations within their apartment regardless of participation. Parents are encouraged to notify Management, if students are hesitant.