

UTAH LEASE AGREEMENT

This Residential Lease Agreement ("Agreement") is entered into on this ____ day of _____, 20____, by and between:

LANDLORD:

("Landlord"), with a mailing address of:

AND

TENANT(S):

("Tenant").

I. PROPERTY

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the following residential property (the "Premises"):

Street Address:

City: _____ State: Utah Zip Code: _____

The Premises includes the following fixtures and appliances:

II. TERM

The term of this Agreement shall be (check one):

☐ **Fixed Term.** Commencing on the ____ day of _____, 20____ and ending on the ____ day of _____, 20____. Upon expiration, this Agreement shall:

☐ Terminate unless a new agreement is signed.

☐ Convert to a month-to-month tenancy.

☐ **Month-to-Month.** Commencing on the ____ day of _____, 20____ and continuing on a month-to-month basis until terminated by either party with proper notice required by Utah law (Utah Code § 78B-6-802).

III. RENT

The Tenant agrees to pay the Landlord rent in the amount of \$ _____ per month.

Rent is due on the _____ day of each month.

Rent shall be paid by the following method(s):

☐ Cash ☐ Check ☐ Money Order ☐ Electronic Transfer (ACH/Zelle/Venmo)

☐ Other: _____

Payment instructions:

IV. SECURITY DEPOSIT

Upon execution of this Agreement, Tenant shall deposit with Landlord the sum of \$ _____ as a Security Deposit.

A. Refundable vs. Non-Refundable:

Pursuant to Utah Code § 57-17-2, if any portion of the deposit is non-refundable, it must be designated as such in writing.

☐ The entire Security Deposit is refundable.

☐ The following portion of the Security Deposit is **NON-REFUNDABLE**: \$ _____ .

The non-refundable portion is for:

B. Return of Deposit:

In accordance with Utah Code § 57-17-3, the Landlord shall return the refundable portion of the Security Deposit to the Tenant within thirty (30) days after the termination of the tenancy or the surrender and acceptance of the Premises, whichever occurs later. If any deductions are made, the Landlord must provide a written itemization of such deductions.

V. LATE CHARGES AND RETURNED CHECKS

A. Late Fee:

If rent is not received by the Landlord by the _____ day of the month, Tenant agrees to pay a late fee. Pursuant to Utah Code § 57-22-4.1, the late fee shall not exceed the greater of ten percent (10%) of the rent agreed upon or \$75.00.

The late fee amount is: \$ _____ .

B. Returned Checks:

If a check is returned for insufficient funds, Tenant shall pay a fee of \$ _____ (not to exceed \$20.00 pursuant to Utah Code § 7-15-2) plus the amount of any bank charges incurred by Landlord.

VI. UTILITIES AND SERVICES

Responsibility for payment of utilities and services shall be as follows:

Electricity:

☐ Landlord ☐ Tenant

Gas:

☐ Landlord ☐ Tenant

Water/Sewer:

☐ Landlord ☐ Tenant

Trash Collection:

☐ Landlord ☐ Tenant

Internet/Cable:

☐ Landlord ☐ Tenant

Snow Removal:

☐ Landlord ☐ Tenant

Lawn Care:

☐ Landlord ☐ Tenant

Other: _____

☐ Landlord ☐ Tenant

VII. OCCUPANTS AND GUESTS

The Premises shall be occupied only by the Tenant(s) listed above and the following additional occupants (including minors):

Guests staying more than _____ days in a six-month period require written consent from the Landlord.

VIII. PETS

☐ **No Pets.** No animals are allowed on the Premises.

☐ **Pets Allowed.** The Tenant is permitted to keep the following pet(s):

If pets are allowed, Tenant shall pay a Pet Deposit of \$ _____ (☐ Refundable ☐ Non-Refundable).

IX. CONDITION OF PREMISES AND MAINTENANCE

A. Utah Fit Premises Act:

In accordance with the Utah Fit Premises Act (Utah Code § 57-22-1 et seq.), Landlord shall maintain the Premises in a condition fit for human habitation, including safe electrical systems, heating, plumbing, and hot/cold water.

B. Tenant Responsibilities:

Tenant agrees to keep the Premises clean and sanitary, dispose of trash properly, and use all electrical, plumbing, and heating facilities in a reasonable manner. Tenant shall be responsible for damages caused by Tenant's negligence or misuse.

C. Repairs:

Tenant shall promptly notify Landlord of any necessary repairs.

The contact information for maintenance requests is:

X. RIGHT OF ENTRY

Pursuant to Utah Code § 57-22-4(2), Landlord may enter the Premises to inspect, make repairs, or show the unit to prospective buyers or tenants. Except in cases of emergency, Landlord shall provide Tenant with at least twenty-four (24) hours' notice prior to entry.

XI. REQUIRED DISCLOSURES

A. Owner/Agent Disclosure (Utah Code § 57-22-4):

The name and address of the owner or the person authorized to manage the Premises is:

Name: _____

Address: _____

Phone: _____

B. Methamphetamine Contamination (Utah Code § 57-27-201):

Landlord discloses that to the best of their knowledge:

☐ The Premises has NOT been contaminated by the use, storage, or manufacture of methamphetamine.

☐ The Premises HAS been contaminated, but has been decontaminated in accordance with Utah state standards.

C. Lead-Based Paint Disclosure:

Housing built before 1978 may contain lead-based paint.

☐ The Premises was built after 1978.

☐ The Premises was built before 1978. (If checked, Landlord must provide the EPA pamphlet "Protect Your Family From Lead in Your Home" and a Lead-Based Paint Disclosure form).

XII. DEFAULT AND REMEDIES

If Tenant fails to pay rent or violates any provision of this Agreement, Landlord may issue a notice to comply or vacate in accordance with Utah Code § 78B-6-802 (Unlawful Detainer).

1. **Three-Day Notice to Pay or Vacate:** For failure to pay rent.

2. **Three-Day Notice to Comply or Vacate:** For lease violations other than non-payment.

3. **Three-Day Notice to Vacate:** For nuisance, criminal activity, or assigning/subletting without permission (no option to cure).

XIII. DOMESTIC VIOLENCE

Pursuant to Utah Code § 57-22-5.1, a Tenant who is a victim of domestic violence may terminate this Agreement early without penalty by providing Landlord with written notice and a protective order or police report, provided the Tenant is in compliance with all other terms of the lease.

XIV. GENERAL PROVISIONS

A. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

B. Entire Agreement:

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, whether written or oral.

C. Severability:

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

D. Amendment:

No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

E. Waiver:

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XV. ADDITIONAL TERMS AND CONDITIONS

Additional provisions are as follows:

XVI. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

LANDLORD

Signature: _____
Print Name: _____
Date: ____ day of _____, 20____
Address: _____

TENANT

Signature: _____
Print Name: _____
Date: ____ day of _____, 20____
Address: _____

TENANT (Co-Signer if applicable)

Signature: _____
Print Name: _____
Date: ____ day of _____, 20____
Address: _____

*

NOTARY ACKNOWLEDGMENT**

State of Utah

County of _____

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ (Landlord Name) and _____ (Tenant Name), proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their

authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____ day of _____, 20____

(Seal)