

# Utah Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This Utah Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). Each Tenant is jointly and severally liable for all terms of this Agreement. The manager is {PropertyManagerName}, and the manager's phone number is {PropertyManagerPhone}.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”). Regarding the condition of the Premises per Utah Code § 57-22-4(3), Landlord has:
  - A. provided Tenant with a written inventory of the condition of the Premises, excluding ordinary wear and tear;
  - B. furnished Tenant with a form to document the condition of the Premises and then shall allow Tenant a reasonable time after Tenant's occupancy of the Premises to complete and return the form; or
  - C. provided Tenant with an opportunity to conduct a walkthrough inspection of the Premises.
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of the Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord’s address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH\_Fees}.
6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of \${Late\_Fee}. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF\_Fee}. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by

Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

7. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of \${ProratedRent}.
8. **SECURITY DEPOSIT.**
  - A. **Amount.** Tenant shall deposit with Landlord the amount of \${SecurityDeposit} as a security deposit against any breach of this Agreement by Tenant.
  - B. **Allowable Charges.** Per Utah Code § 57-17-3(1), upon termination of a tenancy, Landlord may apply property or money held as a deposit toward the payment of rent, damages to the premises beyond reasonable wear and tear, other costs and fees provided for in this Agreement, or cleaning of the Premises.
  - C. **Return Of Security Deposit.** Prior to move-out, Tenant shall provide Landlord with a forwarding address. Per Utah Code § 57-17-3(2), no later than **30 days** after the day on which Tenant vacates and returns possession of the Premises to Landlord, Landlord shall deliver to Tenant at Tenant's last known address:
    - i. the balance of any deposit;
    - ii. the balance of any prepaid rent; and
    - iii. if Landlord made any deductions from the deposit or prepaid rent, a written notice that itemizes and explains the reason for each deduction.
  - D. **Tenant's Notice.** Per Utah Code § 57-17-3(3), if Landlord fails to comply with the requirements described in subsection (C) above, Tenant may serve Landlord, in accordance with Utah Code § 57-17-3(b), a notice that:
    - i. states:
      - a. the names of the parties to this Agreement;
      - b. the day on which Tenant vacated the Premises;
      - c. that Landlord has failed to comply with the requirements described in subsection (C) above; and
      - d. the address where Landlord may send the items described in subsection (C) above; and
    - ii. is substantially in the form described in Utah Code § 57-17-3(3)(b).
  - E. **Delivery Requirements.** Per Utah Code § 57-17-3(4), a notice described in subsection (D) above shall be served:
    - i.
      - a. by delivering a copy to Landlord or the Landlord's agent personally at the address provided in this Agreement;
      - b. if Landlord is absent from the address provided in this Agreement, by leaving a copy with a person of suitable

age and discretion at the address provided in this Agreement; or

c. if a person of suitable age or discretion cannot be found at the address provided in this Agreement, by affixing a copy in a conspicuous place at the address provided in the lease agreement; or

ii. by sending a copy through registered or certified mail to Landlord or Landlord's agent at the address provided in this Agreement.

Per Utah Code § 57-17-3(5), within five business days after the day on which the notice described in subsection (D) above is served, Landlord shall comply with the requirements described in subsection (C) above.

F. **Penalty.** Per Utah Code § 57-17-5, if Landlord fails to comply with the requirements described in subsection (E) above, Tenant may:

i. recover from Landlord:

a. if Landlord failed to timely return the balance of Tenant's deposit, the full deposit;

b. if Landlord failed to timely return the balance of Tenant's prepaid rent, the full amount of the prepaid rent; and

c. a civil penalty of \$100; and

ii. file an action in district court to enforce compliance with the provisions of this section.

In an action under subsection (F)(ii) above, the court shall award costs and attorneys' fees to the prevailing party if the court determines that the opposing party acted in bad faith. Tenant is not entitled to relief under this section if Tenant fails to serve a notice in accordance with U.C.A 1953 § 57-17-3(3). This section does not preclude Landlord or Tenant from recovering other damages to which the Landlord or Tenant is entitled.

9. **KEYS.** Landlord shall provide Tenant with {HouseKeys} house key(s), {MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service. Tenant may require Landlord to install new locks to the Premises per U.C.A 1953 § 57-22-5.1, if Tenant is a "crime victim" as defined by that statute.

10. **UTILITIES.** Landlord shall be responsible for paying the following utilities: {LandlordUtilities}. Tenant shall be responsible for paying all other utilities including but not limited to: {TenantUtilities}. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond

that party's control.

11. **SMOKING.** Smoking {Smoking} permitted in the Premises.
12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.
13. **NOTICE TO QUIT AND HOLDOVER.**
  - A. **Notice.** At least **30 days** prior to the end of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.
  - B. **Month-to-Month Tenancies.** If this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:
    - i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **30 days'** written notice to Tenant.
    - ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **30 days'** written notice to Landlord.
  - C. **Holdover.** If Tenant continues in possession of the Premises after the date of termination of this Agreement, as provided herein or under law, Tenant shall pay to Landlord **double the monthly rental amount of** \${MonthlyRent}, computed and prorated on a daily basis, for each day Tenant remains in possession. In addition, Tenant shall be responsible for any further losses and/or costs incurred by Landlord as determined by a proceeding before any court of competent jurisdiction.
14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **15 days** prior to the end of the Agreement Term.
15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
16. **DELAY OF OCCUPANCY.** Per Utah Code § 57-22-4.1, in the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis. During such delay of occupancy, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's

liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.

17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.

18. **MAINTENANCE RESPONSIBILITIES.**

A. **Landlord's Responsibilities.** If any breach of the following is caused by the misconduct of Tenant, a member of Tenant's household, a guest or invitee of Tenant, or a person under Tenant's direction or control, the condition shall not constitute a breach of Landlord's obligations under this section. Any breakage, malfunctions, or other conditions that do not materially affect the physical health or safety of the ordinary renter shall not constitute a breach of Landlord's obligations under this section. Per Utah Code § 57-22-4(1), to protect the physical health and safety of the ordinary renter, Landlord:

i. may not rent the premises unless they are safe, sanitary, and fit for human occupancy; and

ii. shall:

a. maintain common areas of the residential rental unit in a sanitary and safe condition;

b. maintain electrical systems, plumbing, heating, and hot and cold water;

c. maintain any air conditioning system in an operable condition;

d. maintain other appliances and facilities as specifically contracted in the rental agreement; and

e. for buildings containing more than two residential rental units, provide and maintain appropriate receptacles for garbage and other waste and arrange for its removal, except to the extent that the renter and owner otherwise agree.

B. **Tenant's Remedies.** If Landlord breaches its responsibilities under subsection (A) above, Tenant may exercise any of the remedies provided by Utah Code § 57-22-6.

C. **Tenant's Responsibilities.** Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises or surrounding property, nor permit any person under Tenant's direction or control to do so. Tenant shall not interfere with the peaceful enjoyment of the residential rental unit of another renter. Tenant shall not unreasonably deny access to, refuse entry to, or withhold consent to enter the Premises to Landlord for the purpose of making repairs to the Premises. Per Utah Code § 57-22-5, Tenant shall:

i. comply with the rules of the board of health having jurisdiction in the area in which the Premises is located which materially

affect physical health and safety;

- ii. maintain the Premises occupied in a clean and safe condition and shall not unreasonably burden any common area;
- iii. dispose of all garbage and other waste in a clean and safe manner;
- iv. maintain all plumbing fixtures in as sanitary a condition as the fixtures permit;
- v. use all electrical, plumbing, sanitary, heating, and other facilities and appliances in a reasonable manner;
- vi. occupy the Premises in the manner for which it was designed, but the renter may not increase the number of occupants above that specified in this Agreement without written permission of Landlord;
- vii. be current on all payments required by this Agreement; and
- viii. comply with each rule, regulation, or requirement of this Agreement, including any prohibition on, or the allowance of, smoking tobacco products within the Premises.

19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

20. **REPAIRS AND ALTERATIONS.**

A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any burglar alarm system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new burglar alarm system.

21. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the

Premises or any common areas on the property in such a manner that:

- A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
- B. damages the Premises, common areas, or surrounding property; or
- C. disturbs the peace and quiet of any other tenant or nearby resident.

**22. RULES AND REGULATIONS.**

A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises. They are enforceable against Tenant only if:

- i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;
- ii. they are reasonably related to the purpose for which they are adopted;
- iii. they apply to all tenants in the property in a fair manner;
- iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;
- v. they are not for the purpose of evading the obligations of Landlord; and
- vi. Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.

B. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given to Tenant and it does not work a substantial modification of this Agreement.

C. Per Utah Code § 57-22-(4)(4)(b), Landlord shall provide to Tenant a copy of any rules and regulations applicable to the Premises.

**23. EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.

**24. ABANDONMENT.** Per Utah Code §§ 78B-6-815 through 78B-6-816:

A. **Evidence of Abandonment.** "Abandonment" is presumed in either of the following situations:

- i. Tenant has not notified Landlord that Tenant will be absent from the Premises, and Tenant fails to pay rent within 15 days after the due date, and there is no reasonable evidence other than the presence of Tenant's personal property that Tenant is occupying the Premises.
- ii. Tenant has not notified Landlord that Tenant will be absent from the Premises, and Tenant fails to pay rent when due and

Tenant's personal property has been removed from the Premises and there is no reasonable evidence that Tenant is occupying the Premises.

**B. Landlord May Retake The Premises.** In the event of abandonment, Landlord may retake the Premises and attempt to rent it at market rate and Tenant shall be liable:

- i. for the entire rent due for the remainder of the Agreement Term; or
- ii. for rent accrued during the period necessary to rerent the Premises at market rate, plus the difference between the market rate and the rent agreed to in this Agreement, plus a reasonable commission for the renting of the Premises and the costs, if any, necessary to restore the Premises to its condition when rented by Tenant, less normal wear and tear.

**C. Personal Property.**

i. Storage and Notice.

- a. If Tenant has abandoned the Premises and has left personal property on the Premises, Landlord is entitled to remove the property from the Premises, store it for Tenant, and recover actual moving and storage costs from Tenant.
- b. Landlord shall post a copy of the notice in a conspicuous place and send by first class mail to the last known address for Tenant a notice that the property is considered abandoned.
- c. Tenant may retrieve the property within 15 calendar days from the date of the notice if Tenant tenders payment of all costs of inventory, moving, and storage to the Landlord.
- d. Except as provided in subsection (v), if the property has been in storage for at least 15 calendar days and Tenant has made no reasonable effort to recover the property after notice was sent, pay reasonable costs associated with the inventory, removal, and storage, and no court hearing on the property is pending, Landlord may:
  - a. sell the property at a public sale and apply the proceeds toward any amount Tenant owes; or
  - b. donate the property to charity if the donation is a commercially reasonable alternative.
- e. Any money left over from the public sale of the property shall be handled as specified in Title 67, Chapter 4a, Part 2, Standards for Determining When Property is Abandoned or Unclaimed.
- f. Nothing contained in this section shall be in derogation of or alter the Landlord's rights under Title 38, Chapter



3, Lessors' Liens, or any other contractual liens or rights.

- ii. Cure. If abandoned property is determined to belong to Tenant or an occupant, Tenant or occupant may claim the property, upon payment of any costs, inventory, moving, and storage, by delivery of a written demand with evidence of ownership of the personal property within 15 calendar days after the notice described in subsection (i)(b) is sent. Landlord may not be liable for the loss of the abandoned personal property if the written demand is not received.
- iii. Vehicle. As used in this section, "personal property" does not include a motor vehicle, as defined in Utah Code § 41-1a-102.
- iv. No Recourse. Tenant has no recourse for damage or loss if Tenant fails to recover any abandoned property as required in this section.
- v. Exempt Personal Property. Landlord is not required to store the following abandoned personal property:
  - a. chemicals, pests, potentially dangerous or other hazardous materials;
  - b. animals, including dogs, cats, fish, reptiles, rodents, birds, or other pets;
  - c. gas, fireworks, combustibles, or any item considered to be hazardous or explosive;
  - d. garbage;
  - e. perishable items; or
  - f. items that when placed in storage might create a hazardous condition or a pest control issue.
- vi. Extension. Landlord shall give an extension for up to 15 calendar days, beyond the 15 calendar day limit described in subsection (i)(d), to recover the abandoned property, if Tenant provides:
  - a. a copy of a police report or protection order for situations of domestic violence, as defined in Utah Code § 77-36-1;
  - b. verification of an extended hospitalization from a verified medical provider; or
  - c. a death certificate or obituary for a Tenant's death, provided by an immediate family member.
- vii. Disposal. Items listed in subsection (v) may be properly disposed of by Landlord immediately upon determination of abandonment. Tenant may not recover for disposal of abandoned items listed in subsection (v).

- viii. Address. Notice of any public sale shall be mailed to the last known address of Tenant at least five calendar days prior to the public sale.
- ix. Public Sale.
  - a. If Tenant is present at the public sale:
    - a. Tenant may specify the order in which the personal property is sold;
    - b. Landlord may sell only as much personal property necessary to satisfy the amount due under this Agreement and statutorily allowed damages, costs, and fees associated with the abandoned items; and
    - c. any unsold personal property shall be released to Tenant.
  - b. If Tenant is not present at the public sale:
    - a. all items may be sold; and
    - b. any surplus amount over the amount due to Landlord shall be paid to Tenant, if Tenant's current location is known. If Tenant's location is not known, any surplus shall be disposed of in accordance with Title 67, Chapter 4a, Unclaimed Property Act.

**25. QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.**

- A. So long as Tenant is not in default under this Agreement, Tenant is entitled to quiet enjoyment of the Premises. Landlord may enter the Premises for the following purposes:
  - i. to inspect the Premises and determine Tenant's compliance with the terms of the Agreement;
  - ii. to show the Premises to a prospective tenant, purchaser, or lender;
  - iii. to estimate repair costs;
  - iv. to prevent waste;
  - v. to prevent excessive noise or disturbances; or
  - vi. to make any repairs, additions, or alterations.
- B. Except in cases of emergency, Tenant's abandonment of the Premises, court order, or where it is impracticable to do so, Landlord shall give Tenant notice of at least **24 hours** before entering the Premises, per Utah Code § 57-22-4(2).

- 26. FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the

obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.

27. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.
28.  **GROUNDS FOR TERMINATION OF THE TENANCY.**
- A.  **Landlord.** Landlord may terminate this Agreement if:
- i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
  - ii. Tenant misrepresents any material fact on Tenant's rental application; or
  - iii. otherwise provided by law.
- B.  **Termination By Tenant.** Tenant may terminate this Agreement if:
- i. the Premises is damaged or destroyed by fire or casualty other than by the wrongful or negligent acts of Tenant to the extent that normal use and occupancy is substantially impaired;
  - ii. Landlord breaches its maintenance responsibilities under this Agreement or Utah Code § 57-22-6;
  - iii. Tenant is a victim of domestic violence as defined in Utah Code § 77-36-1 per the procedures described by Utah Code § 57-22-5.1; or
  - iv. otherwise provided by law.
29.  **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.
30.  **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
31.  **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant

authorizes Landlord to provide normal business information about Tenant, including Tenant's rental history, to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.

32. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
33. **DISPLAY OF AMERICAN FLAG.** Per Utah Code § 57-24-102, Landlord may not prohibit Tenant from displaying a flag:
  - A. consistent with the guidelines in United States Code Title 4, Chapter 1, The Flag;
  - B. within an area over which Tenant has exclusive control; and
  - C. from a staff, pole, or window.
34. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
  - A. To Tenant: the Premises, or at Tenant's last known address
  - B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}
35. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:  
{AdditionalProvisions}
36. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and costs.
37. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
38. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
39. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby agree to execution of this Agreement by electronic signature.
40. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
41. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing

and signed by Landlord and Tenant. Per Utah Code § 57-22-(4)(4)(b),  
Landlord shall provide Tenant with an executed copy of this Agreement.

Effective as of the date first set forth above.

{SignatureBlock\_ALL\_Signatures+Date+Emails}