



House Rules
(Addendum to the UAA Residential Rental Agreement)

“House Rules” are made to ensure that the Landlord and Residents have a proper understanding of the terms and conditions of the lease for this property. House Rules becomes part of the UAA Residential Rental Agreement dated _____, between the Landlord and

_____, _____,
_____, (Resident). **Please read carefully and place them in an area where you can refer to them as needed. Failure to abide by the House Rules can result in the termination of your Rental Agreement.**

1. **Animals/Pets:** With written approval from the owner on obtaining an animal(s) to reside in the premises, Resident is required to pay a pet deposit for coverage on pets. There are weight, breed, and size restrictions for pets. Pet deposit is \$400.00 per pet with \$100.00 itemized as non-refundable. 2 pet max, no exceptions. There is no additional charge for Assistance animals. Damage charges still apply to Assistance animals. Resident’s retain liability for cleaning or replacement of flooring/carpet due to pet urine/feces detected by an ultraviolet light test, which the Resident agrees to pay upon vacating the property. No lizards or animals held in a terrarium or fish tank/aquarium will be permitted. No visiting animals unless prior approval has been received.
2. **Types of Rental Payments Allowed:** Preference for rental payments is through the on-line service (ACH/e-check) at www.welchrandall.appfolio.com/rent. There is no fee for e-check. Credit/debit cards charge a convenience fee based on the card carrier and amount in the transaction. WRPM does not receive payment for said convenience fees. Payment can also be made by check, cashier’s check, or money order during normal business hours in our office. **No cash payments will be accepted, no exceptions.** Timeline for rental payments is outlined in the UAA Contract. Office address: WRPM 5300 S. Adams Avenue Parkway Suite 8 Ogden, UT 84405. **Rent is not allowed to be paid prior to the 1st day of the calendar month.** Only one payment must be made per lease even if there are multiple parties on the lease. If multiple payments are made, or rent is paid prior to the 1st, there is a \$25.00 fee for a penalty.
3. **Lease Term Clause:** This contract only offers a 12 month renewal option upon lease expiration, or the option to continue on a month to month tenancy with the 10% month to month fee. All other lease renewal terms are subject to negotiation and may not be offered.
4. **Guests:** Guests are not allowed to stay overnight unless prior consent has been received from Management. Resident must reach out to Management prior to allowing anyone to spend the night. Guests that are found to spend more than 14 nights in a calendar year are considered Residents and must be added to the lease agreement. Violation of this clause will be cause for eviction.
5. **Late Payments Fees:** Payments received or postmarked after the 6th day of each month will be considered late. The late fee will be 10% of the monthly rent plus a \$75.00 notice fee to deliver the 3-Day Pay or Quit Notice. **The late fee policy is strictly enforced due to federal Fair Housing laws.**
6. **Returned Checks:** In addition to the late fees, checks written with insufficient funds to cover the amount of the check will be assessed a service fee of \$20 and must be replaced with a certified check or money order. Redeposit of the same check or another check to replace the returned check

will not be accepted.

7. **Neighbors/HOA Rules:** Please remember that you live in a neighborhood that has certain expectations of how the Resident should act and how the property should be maintained. Please respect those expectations. Complaints from Cities and HOAs will be promptly acted upon and fines will be the Resident's full responsibility to pay.
8. **Requirement for Turning in Written Notice on Repairs and Access to the Property:** As stated in the Repairs clause of the lease, the Resident accepts the premises as being in good condition unless otherwise noted in writing upon move in. All service/maintenance issues and requests are to be sent to the Management Company online through the Maintenance Tab on their tenant portal which is considered to be received in writing, or by calling #801-399-5883 during business hours of 9am to 5pm Monday to Friday. A work order is not considered received in writing by emailing a WRPM staff member. The Resident agrees to give access to the Owner, PM Company, or other maintenance personnel to make necessary repairs. Except in cases of "emergency" or "habitability" issues, the Resident agrees to pay for after-hour and holiday service requests if applicable according to State & Federal Labor Laws when they submit an after-hour emergency work order that is not an emergency.
9. **Landlord Paid Expenses:** Owner Expenses include, but are not limited to: "normal wear and tear" of carpet, flooring, appliances, paint, undersized equipment/systems, replacement of appliances or systems not related to Resident's improper use, structural or system deficiencies, manufacturer's defects, routine maintenance of heating, air conditioning, and sprinkler systems, improper installation, repairs as a result of fire, freeze, flood, power failure, accidents, inspections, and code compliance.
10. **Resident Paid Expenses:** These items include but are not limited to the following: all battery operated items including thermostats and detectors (CO2 detectors included), costs of labor and material for re-installing smoke detectors that were removed by resident without permission from Management even if the detector was faulty, any malfunctions caused by improper operation, cracked, collapsed or crushed components, unnatural moisture damage, snaking or unclogging of all drains unless caused by tree roots, interior or exterior faucets, spigots, or plumbing stoppages or clogging except due to roots or that require excavation, garbage disposal clogging/blockages not caused by motor failure which is wear & tear, failure to clean or maintain the premises including all of the plumbing and sprinkler systems, stains, improper previous or attempted repairs, all interior and exterior pest control (including removal of or damage by rodents) or pet/pest damage, damage by intent or neglect, failing to report a maintenance repair resulting in more property damage, misuse resulting in needed repairs, toxic materials, all system filters including HVAC and appliances, vandalism, wall/cabinet or paint damage, wall repair including full touch-up of all nail holes at the property, sanding, priming, and wall to wall painting (spot touch-up painting will not be accepted), broken or damaged windows, problems of mold, mildew, rot, or fungus, clutter or trash removal, electrical surge overload, missing parts, service requests for non-emergency service outside of normal business hours which is billed at the prevailing rate of time and a half, work performed by contractors that were not authorized by WRPM as mentioned in Repairs Clause of UAA Lease. This also includes maintenance requests that could have been repaired through the troubleshooting method that WRPM provides to the Resident if Resident does not complete the troubleshooting method, resulting in an unnecessary service call and charge. As noted in previous

clause, Resident is responsible for payment of the entire invoice for after-hours maintenance emergencies they turn in which are not an emergency. These charges will be the responsibility of the Resident to pay within 5 days of the invoice. The Owner should be notified by the Resident in writing of any needed repairs and Owner shall schedule a contractor. Appliances shall be in good working condition at all times. The Resident shall not remove property belonging to the Landlord for any reason without written permission. Missing items will be billed at replacement cost to the Resident. Some owners purchase Home Warranty Programs to ensure that Resident requested repairs are made. Where the Warranty is available, the Owner and the Resident agree that the Owner pays the monthly premium to cover the cost of repairs or replacement covered in the Warranty; the Resident's liability is limited to a one-time service fee (currently \$65) for each service call. If there are any questions, please contact the Owner in advance of any action. Unpaid repair and maintenance fees will be subject to interest at 12% per annum per month & vendor interest charges, and deducted from the security deposit as allowed by the UAA Lease. Resident will need to replenish the deposit within 5 days. Residents can purchase inexpensive warranty insurance to limit the cost of maintenance. Re-contracting of the lease is a \$150.00 fee to remove or add any Lessee (application fees are required and separate from re-contracting fees). Management authorizes only 1 re-contracting per lease and no more. Resident shall be responsible for any billing from Owner's agent for time spent pursuing collection against Resident.

11. **System filters and HVAC filters:** Residents are responsible to change all system filters every 30 days, especially HVAC filters. Residents will be sent HVAC filters directly from Filter Easy, if they are signed up for this service. If it comes to the attention of Management that the residents have not changed their HVAC filter(s) for 6 months or longer, the Management company will immediately dispatch an HVAC company to visit the property and complete the following work at the sole expense of the resident(s): Pull the blower, check evaporators, change filter(s) associated with the system, clean out the inside of the furnace and the coils, and any other work deemed necessary by the HVAC technician that is caused as a result of negligence in changing the filter(s). Resident(s) are liable for any applicable damages caused to the HVAC unit as a result of negating to change the system filter(s), as determined by the HVAC company. All vendors must be dispatched by the Owner or Owner's Agent. Residents will be assessed the cost of the invoice, which will be due in full no later than the following month's rent. This policy is applicable to each HVAC unit within a property. Initials confirm Residents understand their responsibility to change system filter(s), and are responsible for the cost of repairs/damages as a result of not following the provisions in this clause.

_____ Date: _____

12. **Filter Easy Clause:** In connection with the System Filters and HVAC filters clause above, the Filter Easy Clause strictly has to do with HVAC filters at the rental premises. A portion of Resident's total amount due per month, as charged in the Resident Fulfillment Program Fee enrolls the resident in the Filter Easy program. will be used to have HVAC filters delivered to their home approximately every 90 days by Filter Easy. Existing filters may be at the home. Resident shall properly install the filter that is provided within 2 days of receipt. Resident hereby acknowledges that the filters will be

dated and subject to inspection by Management upon reasonable notice to verify replacement has been timely made. If at any time Resident is unable to properly or timely install a filter, Resident shall immediately notify Management in writing. Resident's failure to properly and timely replace the filters is a material breach of this agreement, and Owner shall be entitled to exercise all rights and remedies it has against Resident. Resident shall be liable to Owner for all damages to the property, A/C or heating system, caused by Resident's neglect or misuse.

_____ Date: _____

13. **Resident Fulfillment Program Fee:** It is our desire to help each of our residents enjoy a safe and peaceful residency at our rental properties. Welch Randall works with a variety of vendors and services to help provide the highest quality of service possible to all of our residents. Each month, residents pay \$25.00 per month, in addition to rent, towards this program. Please note the program cost is \$25.00 per property, not per resident. Program features include the following
- Air Filter Delivery** - Each quarter, a personalized filter for your HVAC unit will be delivered to your rental unit for each of our residents. We have found if residents change their filters quarterly the air quality in the property can drastically increase and utility costs can be lowered \$5 - \$15 per month. Welch Randall has partnered with Filter Easy, the Country's #1 Filter Subscription Program to provide this service.
- Utilities Concierge Service** - Welch Randall has partnered with a company called Citizen Home Solutions to help you connect utilities to your rental property. This revolutionary utility service helps residents connect major utilities and can provide recommendations for satellite, internet and other additional services as desired. Please note there may be restrictions on what types of amenities (satellite dishes, internet, etc.) can be provided in various rental properties
- 24/7 Maintenance Access** - Access to 24/7 Work Order Maintenance, including after-hours phone number and 24/7 online availability Access to AppFolio software program for online payments and other account features. Welch Randall employs a maintenance coordinator to help coordinate maintenance requests and also partners with third party companies to help make sure maintenance requests can be responded to in a timely manner.
- Enrollment in our Resident Advantage Program** - This program helps renters learn more about how to prepare to buy a home down the road and how to build your credit scores and connect with lenders. Welch Randall is one of only three companies along the Wasatch Front to participate in this program. Updates and opportunities will come to residents via email, text and phone periodically during the lease term.
14. **Liquid Furniture & Items:** No liquid filled furniture may be kept on the premises including and not limited to water beds. No fish tanks or aquariums of any size are allowed on the premises whether they are full of water or empty.
15. **Exterior Maintenance:** If the Exterior Maintenance Clause on the lease outlines exterior maintenance is the responsibility of the resident, we further clarify the responsibilities of that clause here. Requirements include trimming of all trees, all bushes, all greenery, grass, and any natural earth life on the premises, or even maintaining proper height control for weeds; cleaning out rain gutters of any leaves, debris, and all items; weeding of the yard and/or flower beds, or any areas needed on the premises; proper watering of the lawn, existing plants, trees, to prevent them from

dying. Resident understands landlord may serve proper notices for necessary enforcement of this clause if it is found negligence is causing the exterior not to be maintained, and such notices incur the appropriate service of notice fee. If the resident is negligent on maintaining the exterior, at any time the landlord reserves the right to change the terms of the lease with a 30 day notice to mandate the exterior is going to be maintained by a third party contractor, with all costs being the responsibility of the resident. Resident's initials confirm they acknowledge full responsibility and understand the provision of these requirement.

_____ Date: _____

16. **Move-In Inspection Form:** Resident is required to document all pre-existing damages to the property so that they are not held responsible for these repairs during tenancy or upon move-out. Resident is required to attach photos with all items noted on the move-in inspection form. Resident is given 14 days from the lease commencement date to complete this form and turn it into the Owner including photos. If Resident fails to do this, Owner will schedule an inspection at the cost of the Resident for the charge of \$75.00, to complete this pre move-in inspection form and take photos, if applicable. The purpose of this form is to protect the Resident's Security Deposit upon lease termination and help fully disclose property condition.
17. **Security Deposit Reconciliations:** The move out procedures and cleaning checklist are provided as assistance for how Management expects the property to be left upon move out. Any damages to the property upon move-out that were not noted on the Resident's pre-move in form, will be charged to the Resident's deposit. If Resident negates documenting property damages/cleaning concerns on the pre-move in form, then Residents assumes the responsibility for all charges since Resident has the burden to disclose. In the event that there are multiple parties on the lease, one security deposit reconciliation is mailed out to one address upon lease termination. All Residents have joint responsibility to both a refund, or to pay any remittance owing upon move out. All deposit monies paid to execute a lease agreement are held in the Trust Accounting during the lease, and an itemization is mailed within 30 days of move-out per Utah law. Resident(s) initial that they understand these terms. All Residents are jointly and severally liable for the property condition upon move out, as noted in the lease.

_____ Date: _____

18. **Non-Smoking:** This is a non-smoking property. No smoking is allowed on or near the premises. This clause is strictly enforced. Termination of the agreement for this violation can commence.
19. **Renter's Insurance:** Rental Insurance in the minimum amount of \$20,000 is required on this property naming Owner as an "interested party".
20. **Agency Relationships:** It is understood that any manager and its employees' and representatives represent the Owner(s) of this property.
21. **Emergencies:** The Resident is expected to take action in the case of any emergency such as, but not limited to, fire, flooding (inside or out), earthquake, broken water lines, damaged electrical lines and

other emergency situations. Costs will be distributed pending the identifying of the source of the problem with the agreement of the Resident and the Landlord.

22. **Embellishments Requested by the Resident:** Rental rates are based on the property and appurtenance as they currently exist. Any requested embellishments or upgrades such as painting; remodeling; additional fixtures and appliances; changes or updates in floor coverings or carpets; additional fences, landscaping, or sprinkler systems; etc.; shall be negotiated by the Owner with the Resident and agreed to in writing, by addendum, which shall be attached to and made part of this Residential Rental Agreement and House Rules.
23. **Early Termination/Buy Out Provision:** If the Resident deems it necessary to terminate this lease prior to its expiration date, the Resident may do so by submitting written notice in advance of such intent. Thirty calendar days' notice is required, as outlined in the Move Out Clause in the contract which means written notice must be given on the 1st day of the month to end the lease by the last day of the month. Notice to vacate must be given on the first day of the calendar month with the leases ending on the last day of the calendar month with no proration given. If less than thirty days' notice is given, the lease will end at the end of the next calendar month with no proration. The early termination fee is 2.0x the rent + \$400 marketing fee, due 15 days prior to vacating in the form of certified funds. The early termination paperwork is due at the same time. To verify the unit is clean and there are no unresolved damages that the Resident is responsible for, Management can request an inspection of the unit which is billed to the Resident. Before Resident can terminate early, the balance must be current and there can be no open or unresolved violations. The security deposit cannot be used toward the cost of the early lease termination.
24. **Carpet Cleaning Requirement:** In referencing the attached Settlement Charges Guide where it states carpet cleaning is required, upon the termination of this lease agreement, the carpet cleaning is required to be done through a licensed/insured, professional third-party company with a truck mount. The Resident is **not allowed** to rent their own equipment to use including a rug doctor, or a store rented carpet cleaning machine, on the carpeting since those machines damage the fibers in the carpet. The Resident can select to have WRPM complete the carpet cleaning with a professional company with the cost paid from the security deposit. Or the Resident can schedule this to be done, and a copy of the invoice would be due at the time of turning in keys upon move out. If no invoice is turned in, Owner will schedule this service to be completed and the deposit will be charged accordingly. Black light testing is required upon the termination of each lease agreement, and WRPM pays for this cost from the non-refundable portion of each security deposit. If the Resident hires the carpet cleaning to be done by a third-party company but does not turn in the invoice with the keys to Management at the time of move-out, Management will schedule the carpet cleaning to be done and this fee will not be waived. There is no exception to this provision in the lease.
25. **Resident Giving Notice to End the Lease:** All rentals contracts are written to convert to a month to month tenancy if the Resident has not signed a renewal or given proper notice to end the lease. Residents must give 30 days written notice to end the lease. All leases only terminate on the last day of the calendar month with no proration, unless the end date in the lease expires on the 10th or 20th as noted in the Lease End Date Addendum. Accommodations to this clause are declined. Management does not remind the Resident to provide 30 days written notice to end the lease. It is the sole responsibility of the Residents to provide Management 30 days written notice to end the lease.
26. **Marketing the Property:** Once Resident has given their 30 day notice to vacate, Owner will

market the property and notify Resident of dates and times of showings. 24 hour notice will always be provided. Owner understands Resident will be in the move out process, but Resident agrees to keep property as clean as possible for showings to be completed.

Signing below indicates that the parties agree to the terms of the House Rules.

Resident's Signature: _____ Agent's Signature: _____

Resident's Signature: _____ Date: _____

Resident's Signature: _____