

THIS IS A LEGALLY BINDING CONTRACT. ALL PARTIES ARE RECOMMENDED TO READ THOROUGHLY AND/OR OBTAIN LEGAL COUNCIL. AGENT INVOLVED EXCLUSIVELY REPRESENTS PROPERTY OWNERS OR MAY HAVE DIRECT OR INDIRECT OWNERSHIP INTEREST IN THE PROPERTY. Brent Bevan is a licensed real estate broker and is an owner of the property, representing self/owners only. (Tenant Initials _____)

LEASE-RENTAL AGREEMENT AND DEPOSIT RECEIPT.

TENANT PHONE

RECEIVED FROM _____ Hereinafter referred to as Tenant,

The sum of \$.00 (and 00/100 dollars). For the Property Located at , Logan, UT 84321

Evidenced by Cashier's Check / Money Order or On-line Payment, as a deposit which, upon acceptance of this rental agreement, the Owner of the premises, hereinafter referred to as Owner, shall apply said deposit as follows:

Table with 3 columns: Description, Deposit received, Balance owing prior to occupancy. Rows include Rent for the period from 2018 to 2018, Security deposit, Final Month's Rent, Utility Deposit, Processing fee, Other: Pet Deposit, and TOTAL.

In the event that this agreement is not accepted by the Owner or his authorized agent, within 5 days, the total deposit received shall be refunded. Tenant hereby offers to rent from the Owner the premises situated in the city of Logan, county of Cache, state of Utah Described as _____, consisting of _____ upon the following TERMS and CONDITIONS:

TERM: The term hereof shall commence on 2018, and continue (check one or both of the following alternatives):

XX until 2019 for a total rent of \$.00 (and 00/100 dollars).

XX on a month-to-month basis thereafter, until either party shall terminate the same by giving the other party 25 days written notice prior to the end of a full month, delivered personally or by certified mail. Emailed notices will be acceptable if person receiving the notice acknowledges receipt of same via return email. (No Mid-Month Move-Outs) (Tenant initials _____)

RENT: Rent shall be \$.00 per month, payable in advance, upon the 1st day of each calendar month to Owner or his authorized agent, at the following address: P. O. Box 4001, Logan, UT 84323-4001 Attn: Brent Bevan or deposited at Wells Fargo Bank, acct # N/A or at such other places as may be designated by Owner from time to time. In the event rent is not paid within five (5) days after due date, Tenant agrees to pay a late charge of 10% plus interest at 18% per annum on the delinquent amount. (Tenant Initials _____) Tenant agrees further to pay \$30.00 for each dishonored bank check or failed on-line payment. The late charge period is NOT a grace period and Owner is entitled to make written demand for any rent unpaid on the second day of the rental period. Any unpaid balances remaining after termination of occupancy are subject to 1 1/2% interest per month or the maximum rate allowed by law and Tenant shall pay \$25.00 for each trip to rental property by owner or owner's representative necessitated by tenant's failure to pay rent. This action shall include posting of collection and/or eviction notices, picking up rent in person or serving of papers and shall be paid in addition to collection fees identified below.

PARTIAL PAYMENTS: Owner or Owner's Representative, at Owner's/Representative's sole discretion, may accept partial payments without affecting the right to collect the entire amount due from tenant. Payments received shall be applied first to fees, second to past due amounts, then to current amounts due and lastly to pre-paid rents etc.

MULTIPLE OCCUPANCY: It is expressly understood that this agreement is between the Owner and each signatory individually and severally. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement.

UTILITIES: Tenant shall be responsible for the payment of all utilities and services, including Telephone, Cable, Internet Service, Natural Gas, Heating Oil, Electricity, Water, Sewer, Garbage Collection, etc. Owner to pay for None: - See Addendum 1 (Tenant initials _____)

USE: The premises shall be used exclusively as a residence for only those persons specified herein: _____ only.

PETS: No animals shall be brought onto the premises without the prior written consent of the Owner. (Tenant initial _____). See Addendum # 1 for any exceptions.

HOUSE & HOA RULES: Tenant shall not use or allow to be used any form of illegal drugs, incense, tobacco, e-cigarettes or other smoking matter on the premises at any time. Tenant agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, pets, parking, and use of common areas and agrees to be bound by any applicable Condominium or Association rules. Tenant shall not have a waterbed or other water filled furniture / tanks, etc. on the premises without prior, written consent of the Owner and the entire bottom of the base being covered with a solid, one-piece flat base. (plywood)

ORDINANCES AND STATUTES: Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises. Tenancy or any or all tenants may be terminated immediately, at owner's/manager's discretion and deposits forfeited if one or more tenants are incarcerated or convicted of a crime. If there are multiple tenants and one or more are served with a protective order to protect one or more tenants in the property, the tenant who was served the protective order and/or all other tenants, at the owner's/manager's discretion may be terminated and prohibited from entering the property and all deposits will be forfeited.

ASSIGNMENT AND SUBLETTING: Tenant shall not assign this agreement or subject any portion of the premises without prior written consent of the Owner.

EARLY TERMINATION OF CONTRACT: If for any reason, tenant desires to terminate this agreement prior to the scheduled date, owner may elect do so on the condition that tenant pays \$100.00 re-renting fee, plus all rent, utilities, assessments etc. until a new tenant is secured, approved, under contract, and paying rent. Additionally, the departing tenant shall pay all advertising and re-renting costs. If this is not done, all deposits shall be forfeited, and tenant shall be immediately liable for all amounts due and payable for the entire contract in addition to all other charges listed above.

Tenant Initials _____ Date _____

Owner/Manager Initials _____ Date _____

MAINTENANCE, REPAIRS OR ALTERATIONS: Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Owner may at any time give Tenant a written inventory of furniture and furnishings on the premises and Tenant shall be deemed to have possession of all said furniture and furnishings in good condition and repair, unless he objects thereto in writing within five (5) days after receipt of such inventory. Tenant shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant is responsible to notify owner/manager of items maintenance items via americanrealestaerentals.com or by telephone, if it is an emergency at 435-752-4056. Tenant shall be responsible for maintaining light bulbs and other consumable items and agrees to leave property with all such in place and in working order. Tenant also agrees to change furnace/air conditioner filters a minimum of every 90 days. Tenant agrees to pay for all carpet and floor coverings to be professionally cleaned upon vacating property by a company specified by Owner or property manager. Tenant shall be responsible for damages caused by his actions or negligence and that of his family or invitees and guests. Tenant shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner / Manager. Tenant shall water and/or irrigate and maintain any surrounding grounds, including lawns and shrubbery, and keep the same green, and clear of rubbish or weeds if such grounds are a part of the premises and are exclusively for the use of the Tenant. Tenant shall be responsible for removal of snow and ice from all porches, steps, walkways, driveways, and parking areas. Tenant shall not commit any waste upon said premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building or neighboring properties. No vehicle maintenance, repair, or storage shall take place on the property. Only those vehicles with current and legal license and registration in the name of the tenant shall be parked on the premises (Tenant Initials _____)

INVENTORY: Any furnishings and equipment to be furnished by Owner shall be range, refrigerator, dishwasher and N/A (Tenant initials _____). The inventory shall be signed by both Tenant and Owner concurrently with this Lease and shall be a part of this Lease.

DAMAGES TO PREMISES: If the premises are so damaged by fire or from any other cause as to render them untenable, then either party shall have the right to terminate this lease as of the date on which such damage occurs, through written notice to the other party, to be given within fifteen (15) days after the occurrence of such damage, except that should such damage or destruction occur as the result of the abuse or negligence of Tenant, or its invitees, then Owner only shall have the right to termination. Should this right be exercised by either, Owner or Tenant, then rent for the current month shall be prorated between the parties as of the date the damage occurred and any prepaid rent and unused security deposit shall be refunded to Tenant. If this lease is not terminated, then Owner shall promptly repair the premises to condition of property at inception of lease and there shall be a proportionate deduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction shall be based on the extent to which the making of repairs interferes with Tenant's reasonable use of the premises.

ENTRY AND INSPECTION: Owner/Manager or their representative(s) shall have the right to enter the premises: (a) in case of emergency, (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, exhibit the premises to prospective or actual tenants, purchasers, mortgagees, tenants, workmen, or contractors, (c) when tenant has abandoned or surrendered the premises, (d) when tenants rent is more than five (5) days late and owner/manager is unable to communicate with tenant by telephone. Except by agreement between the parties or under (a), (c) and (d) above, entry may not be made other than between the hours of 7 am through 10 pm and without not less than 12 hours prior notice to tenant. Tenant shall have the right to be present, but if scheduling conflicts do not allow tenant to be present, other parties specified above shall be granted entry without tenant present.

INDEMNIFICATION: Owner/Agent or their representative(s) shall not be liable for any damage or injury to tenant, or any other person, or to any property, occurring on the premises or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Owner, his agents or his employees. Tenant agrees to hold Owner and Owner's representatives harmless from any claims for damages no matter how caused, except for injury or damages for which Owner is legally responsible. Tenant agrees to maintain renter's insurance at tenant's own expense.

POSSESSION: If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damage caused thereby, 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 10 days of the commencement of the term hereof.

DEFAULT: If Tenant shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, the Owner, at his option, may terminate all rights of tenant hereunder, unless Tenant, within said time, shall cure such default. If tenant abandons or vacates the property, while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises is hereby subject to a lien in favor of owner for the payment of all sums due hereunder, to the maximum extent allowed by law. Property may be deemed abandoned if rent is more than 14 days late and tenant has not contacted owner or management or, has caused or allowed telephone service and/or utility services to lapse or become delinquent without notification of owner or management of said change, or has failed to respond to three consecutive notices to tenant from owner or management. In the event of a default by Tenant, Owner may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Tenant's rights hereunder and recover from Tenant all damages he may incur by reason of the breach of the Lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the tenant proves could be reasonably avoided. Should collection action be initiated, tenant agrees to pay all collection fees including but not limited to a 40 percent collection agency fee or owner/management company collection action in addition to the total amount due.

SECURITY: The security deposit set forth, if any, shall secure the performance of Tenant's obligations hereunder. Owner may, but shall not be obligated to, apply all or portions of said deposit on account of tenant's obligations hereunder. Any balance remaining upon termination shall be returned to tenant. Tenant shall not have the right to apply the security deposit in payment of the last month's rent. Upon termination of Lease or default by Tenant, Tenant shall surrender all keys to authorized property or pay for locks to be replaced or re-keyed as specified by Owner or agent. Rent shall continue to accrue until the later of: (a) contract term or (b) keys returned to owner or manager's office and property being cleaned and repaired sufficiently to re-rent property to next tenant.

Tenant Initials _____ Date _____

Owner/Manager Initials _____ Date _____

DEPOSIT REFUNDS: The balance of all deposits less a \$35.00 processing fee shall be refunded within thirty days from the later of: (a) date possession and keys are delivered to Owner or his authorized agent and property being cleaned and repaired sufficiently to re-rent property to next tenant, or (b) the end of the contract. A statement will be provided showing any charges made against such deposits by Owner. Deposit may be refunded to any tenant on the lease unless other instructions are delivered to owner/manager in writing prior to termination of lease as to deposit disposition. Tenant receiving refund shall be responsible for distributing shares of deposit refund to other tenants and all tenants release owner/manager of all liability as to distribution of deposit refund. (Tenant initials _____)

ATTORNEY'S FEES: In any legal action brought by either party to enforce the terms hereof or relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action including a reasonable attorney's fee.

WAIVER: No failure of Owner to enforce any term hereof shall be deemed a waiver. The acceptance of rent by Owner shall not waive his right to enforce any term hereof. Payment of partial obligations due shall not invalidate any notices or demands given by Owner unless all demands are completely fulfilled.

NOTICES: Any notice which either party may give, or is required to give, may be given by mailing the same, postage prepaid, to Tenant at the premises or to Owner at the address shown below or at such other places as may be designated by the parties from time to time or by physically delivering the notice to the respective address. Emailed notices will be valid if the party receiving the notice acknowledges the notice by return email.

HOLDING OVER: Any holding over after expiration hereof, with the consent of Owner, shall be construed as a month-to-month tenancy in accordance with the terms hereof, as applicable, until either party shall terminate the same by giving the other party Twenty Five (25) days written notice prior to the end of a full month delivered by certified mail, email or physical delivery to the respective address. See NOTICES section above.

TIME: Time is of the essence of this agreement.

ADDENDUM: The following addendum(a) # 1, # 2, & # 3 & # 4 (if YB<1978) of same date, signed by Tenant and Owner, attached hereto, is an integral part of this agreement. The tenant application shall be incorporated into this lease and tenant certifies that all the information contained thereon is true and accurate. Additional addenda signed by both parties may be added at later dates and will become a part of this agreement and modify the same. In addition, the following clarification shall be expressly agreed to by the parties: Protocol, Procedures and Information (2 pages), Installation Permission & HOA Summary of Rules, if applicable. (Tenant Initials _____)

ENTIRE AGREEMENT: The foregoing, including addenda and/or other documents identified, constitutes the entire agreement between the parties and may be modified only in writing signed by both parties. These documents may be signed in parts (separate copies of the same document) or all parties sign on same document with equal validity. Original documents, emailed or facsimile (FAX) documents shall be considered equally valid and binding.

THE UNDERSIGNED TENANT HEREBY AGREES TO ALL TERMS OF THIS DOCUMENT AND ACKNOWLEDGES RECEIPT OF A COPY HEREOF.

Dated _____

Real Estate Company American Real Estate, LLC

Tenant Signature _____

Address/phone P.O. Box 4001, Logan, UT 84323-4001 435-752-4056

Tenant Signature _____

By Brent Bevan

Owner/Manager Signature _____

**AMERICAN
REAL ESTATE, LLC**

Lease/Rental Agreement Addendum # 1

P.O. Box 4001, Logan, UT 84323-4001
435-752-4056 (office)
800-399-0789 (toll-free fax)
888-752-4056 (toll-free)

This document shall be a part of the Lease/Rental Agreement signed by the parties and shall modify said agreement as directed below. If any discrepancies exist between the Lease/Rental Agreement and this document, this document shall prevail. Any term not modified by this document, including all prior addenda, shall remain unchanged.

Tenant shall be allowed NO PETS upon payment of pet deposit, 1/2 of which shall be non-refundable. The amount of the pet deposit shall be \$300 for the first pet and \$300 for each additional Pet resulting in \$0.00 pet deposit. Tenant shall control animal(s) and keep it/them from disturbing other tenants and/or neighbors and shall immediately clean up any and all pet waste. Tenant shall be responsible for any and all damage caused by the animal including, but not limited to; odor, scratching, digging, trails in the lawn etc. The animal(s) shall not be outside of the rental unit unless accompanied by the tenant at all times. (Tenant Initials _____)

Tenant shall be bound by any and all additional rules and restrictions imposed by a Home Owner Association if the subject property is subject to said Association. These rules and restrictions shall be adhered to whether said rules are in place currently or shall be initiated or changed in the future. Tenant agrees to pay for lost keys as follows: Pool Key= \$50.00, Mail Key = \$75.00 Door Keys =The greater of \$125.00 or cost of re-keying or replacing locks. Keys received by Tenant : _____ (Tenant Initials _____)

Tenant agrees to maintain an operational telephone to enable Owner/Manager or their representative(s) to directly contact tenant throughout the entire term of the contract. If Tenant changes telephone number, Tenant shall notify Owner/Manager of the new telephone number within 3 calendar days. Tenant agrees to pay an additional fee to Owner/Manager of \$25.00 per month that the telephone contact described herein is not available. Tenant also agrees to change furnace/air conditioner filters a minimum of every 90 days. (Tenant Initials _____)

Charges and contracts for Electricity, Natural Gas, Water, Sewer, Garbage and/or other utilities pertaining to the property shall be put into the tenant's name(s) prior to occupancy and will be paid timely to the respective providers of utilities. Tenant agrees to pay 200% to owner/manager for any and all utilities charged to owner during the contract period and/or occupancy of tenant, whichever is longer. (Tenant Initials _____)

Charges for Natural Gas and/or other utilities common to the building/project shall be split between the units of the building/project based upon the individual metering system an/or calculations. The pro-rated amount shall be forwarded to the owner/manager in addition to rent on the first day of each month subject to grace period specified in Lease/Rental Agreement pg 1 of 3. The tenant agrees to pay the amount billed per the sub-metering system and/or calculations to the owner/manager in addition to the rent each month. If tenant does not receive a bill for these utilities prior to paying rent for the month, tenant shall pay \$60.00 toward said utilities and the over/under-payment shall be tallied and corrected in the future. (Tenant Initials _____)

The final month's rent is being collected in advance due to tenant's references. This amount is to be held until the final month of the tenancy, including extensions thereof and is not to be used for interim rent without manager's permission. If tenant is late with any month's rent, there will be late fees incurred and tenant may be evicted. The Security Deposit will be disbursed at the manager's discretion and will be applied to amounts tenant owes. (Tenant Initials _____)

The Security Deposit is not the Final Month's Rent and is being held until after the final month or the tenancy, including extensions thereof and is not to be used for interim rent without Manager's permission. If tenant is late with any month's rent, there will be late fees incurred and tenant may be evicted. The Security Deposit will be disbursed at the manager's discretion and will be applied to amounts tenant owes. (Tenant Initials _____)

If Move-in or Move-out date is changed so that tenant occupies rental unit longer than originally agreed to and change is approved by manager, rent will be pro-rated at \$100.00 per day. Lease term, total rent due and term of lease shall automatically be changed accordingly. (Tenant Initials _____)

THE UNDERSIGNED TENANT HEREBY ACKNOWLEDGES RECEIPT OF A COPY HEREOF AND AGREEMENT WITH TERMS. Dated _____

Real Estate Company American Real Estate, LLC

Tenant Signature _____

Address/phone P.O. Box 4001, Logan, UT 84323-4001 435-752-4056

Tenant Signature _____

By Brent Bevan

Owner/Manager Signature _____

**AMERICAN
REAL ESTATE, LLC**

Lease/Rental Agreement Addendum # 2

(The "In-Your-Face" Addendum)

P.O. Box 4001, Logan, UT 84323-4001
435-752-4056 (office)
800-399-0789 (toll-free fax)
888-752-4056 (toll-free)

1. Tenants are responsible to secure their own RENTER'S INSURANCE and provide personal FIRE ALARMS & FIRE EXTINGUISHERS.
2. The Property Inspection Agreement (Addendum # 3) MUST be returned within seven (7) calendar days from inceptions of rent/lease agreement to insure complete deposit refund.
3. ALL repairs, cleaning, and redecorating must be cleared through this office or charged to tenant. All MINOR REPAIRS are the responsibility of the tenant, as well as, the replacement of light bulbs, fuses, furnace & air conditioning filters, etc.
4. Any clogging of toilet or other plumbing, caused by tenant, is tenant's responsibility.
5. ALL broken windows, screens, or screen-doors, BY ANY CAUSE, is tenant's responsibility. Ant, Spider, Insect, "Bug" or rodent abatement is tenant's responsibility.
6. Seasonal servicing of air conditioners (pad and cover installation, pan and water line draining), sprinkler systems (winterizing & spring setup), furnaces (oiling and filter replacement four times annually), and fireplace flue cleaning is tenant's responsibility. Tenant agrees to remove all snow and ice from driveway and walks and maintain the grounds in good condition by mowing, watering, weeding and fertilizing.
7. Deposit CANNOT be used against rent or other charges at lease expiration unless owner/manager designates deposit to be used to offset deficiencies, costs, etc. Deposit WILL NOT be returned until 30 days from vacating and return of all keys, garage door openers, and proof of all utilities being paid-up through end of lease & extensions and property and carpets being cleaned (see item 12 below).
8. If moving on the LEASE EXPIRATION DATE, a 25 DAY WRITTEN NOTICE of intent to vacate MUST be given and extend to the END of the FULL MONTH. (No mid-month vacating/lease termination without written amendment signed by all parties).
9. Deposit will be FORFEITED if improper vacating notice is given or if lease is terminated PRIOR TO EXPIRATION.
10. A \$35.00 Processing Fee is due upon vacating and will be paid by tenant or \$35.00 of deposit will be withheld from the deposit on lease expiration.
11. The property was NOT re-keyed between tenants. Tenant may re-key at tenant's expense provided Owner/Manager receives a copy of all keys within 48 hours of re-keying.
12. Carpets to be PROFESSIONALLY cleaned at tenant's expense and RECEIPT FOR PAYMENT PROVIDED on lease expiration/vacating by cleaning company APPROVED by the owner/manager.
13. Neither the tenant nor guests shall allow a PET on the premises without WRITTEN permission from the Owner/Manager. Tenant agrees to pay \$100 per month per pet if pet(s) is(are) on the premises for ANY length of time with forfeiture of deposit and termination of lease ensuing. Lease/Rental Agreement Addendum Section Pg 2 of 2 shall modify this agreement if applicable.
14. Neither the tenant nor guests shall use tobacco, e-cigarettes or other smoking material or incense on the premises.
15. Rents will continue to be charged until cleaning is complete, keys tagged and turned in to this office with receipts showing payment for carpet cleaning, water and utility services etc. 30 Day security deposit refund period shall begin after all of these items are completed.
16. No AUTOMOTIVE MAINTENANCE, INOPERABLE VEHICLES or UNLICENSED VEHICLES allowed on the premises and a maximum of 2 vehicles per household will be allowed.
17. Late fee Schedule: No Charge if paid by the 5th day of the period.
 10% charge if received after the 5th day.
 15% charge if received after the 15th day.
 40% charge thereafter and for eviction/collections.
 \$30.00 fee for NSF or "bounced" checks or checks that have had payment stopped without replacement funds being supplied. Late fees scheduled above will be due if non-paid check causes final payment of said check to be after the due date.
18. Tenant agrees to pay ALL COLLECTION COSTS of Collection Agency incurred from unpaid balances due and an additional \$100 fee to American Real Estate for delinquent collection account plus \$25.00 per visit required by the Owner/Manager or their representative due to tenant being unreachable by telephone or failing to perform as agreed.
19. Tenant agrees to transfer all utilities into tenant's name prior to occupancy or will reimburse owner 200% of all utilities charged to Owner/Agent during lease term plus any/all term extensions.
20. To the extent that the terms of this document modify or conflict with the Lease/Rental Agreement, this document shall prevail.
21. By signing below, tenant indicates that tenant has read and understands all of the above terms and conditions, as well as the Lease/Rental Agreement, and acknowledges RECEIPT OF COPY of same.

Tenant Signature

Date

Tenant Signature

Date

Owner/Manager _____

AMERICAN REAL ESTATE, LLC PROTOCOL, PROCEDURES & INFORMATION

Dear Tenants,

We want you to know that we appreciate having great tenants and hope for the best for each of you during your rental/lease period with American Real Estate. Please read the following information and incorporate it into your regular routine to ensure the best relations and money savings for you. This document is part of the Lease/Rental Agreement and Tenants agree to abide by these directives.

1. Rent is due by the 1st day of each month. A grace period is given until the 5th day of each month for unforeseen events etc. The 5th is NOT the due date however and any rent received after the 5th of the month is subject to a 10% late fee. This late fee is charged on ALL outstanding balances. We work from a private office outside of Logan and maintain a conference room in Logan, Utah for public interaction, exchanging documents etc. The Logan conference room is located at 60 E. Center Street, Suite 206, however it is **USUALLY LOCKED** with no one in it. You may bring your rent to the conference room, but **NO ONE WILL BE THERE**, so simply slip the rent or other documents under the door or deposit into the **DOCUMENT DROP BOX**, outside next to the front door. **DO NOT PUT CASH UNDER THE DOOR!** You may pay on-line at americanrealestaterentals.com. (fees apply) The best way to pay your rent is to send it by mail to:

American Real Estate
P.O. Box 4001
Logan, UT 84323-4001

Please do not drop the rent off at Brent's house or anywhere other than the official drop box or conference room # 206.

2. If rent is mailed without enough postage, someone in our company is required to wait in line at the post office and pay the extra postage. (Usually only one or two cents). Obviously, two cents won't hurt our company at all, but the time it takes to wait in line can be anywhere from a couple of minutes to 20+ minutes. Therefore, if rent comes in with postage due, tenant will either be charged \$10.00 or the post office will return the envelope to tenant. If envelope is returned and tenant has to re-send rent, most likely it will be received after the 5th and be charged 10% late fee.

3. American Real Estate has official business hours. We are open Monday through Friday from 9:00a.m. to 6:00 p.m. except holidays. Feel free to call any of the telephone numbers during those hours. Please identify yourself, state where you live and speak clearly. If no one answers, we will call back to the number showing on our caller ID as soon as we are in the office. Please **DO NOT** call or text outside of business hours **unless it is an emergency**.

If you have an **EMERGENCY**, please call the office (435-752-4056) at ANY time of the day or night. The phone will be forwarded to a company representative. An emergency is considered something that you would cancel your vacation for! An emergency is if someone is in danger or the unit you are renting is being harmed etc.. **IF YOU CALL or TEXT AFTER HOURS FOR A NON-EMERGENCY, YOU WILL BE CHARGED \$25.00** However, don't be afraid to call if it is **TRULY** an emergency. We try to be accommodating, but this is a business and we don't want business transacted at our home or during our personal time.

Tenant Initials _____ Date _____

Owner/Manager Initials _____ Date _____

4. Tenants commonly lock themselves out of their rental. You will be charged a minimum of \$30.00 if we are available to open your door. Our representatives have a lot to do and cannot always drop everything to drive to your home and unlock the door. If you lock yourself out, you can call any reputable locksmith. We most often work with Hansen Locksmith at (435) 753-1212 or Beazer Lock & Key at (435) 753-7575. You may still call us and pay \$30 if we are available.

We have options for a lockbox to be installed at your unit. We can help you or you may purchase one yourself at a locksmith shop or home improvement center. If you have a history of locking yourself out of your house, this is a good option as it may cost less to have it installed than it does to have us or a locksmith open your door. Even without a history of locking yourself out, this may be a good idea as you can always have a spare key handy. Note that the tenant may make copies of the key(s) but they need to turn in ALL copies, even if they paid for the keys themselves in order to avoid being charged for re-keying the property.

5. Many people make mistakes that cause checks to be bounced at some point in time. Our return check fee is \$30.00. After the second bounced check, we require you to pay only in certified funds. Certified funds can be a cashier's check from a bank or a money order from either a bank or grocery store. (Most grocery stores charge only 25cents per money order up to \$500.00.

6. PROCEDURES FOR REPAIRING NAIL HOLES IN YOUR RENTAL UNIT

Tenant agrees to the following policies regarding wall hangings/decorations and agrees to pay for correction of damage for not complying or for excessive holes in walls:

- 1. Hang pictures and other decorations using pins, tacks or very small finish nails. (Note: if it requires screws to attach to the wall, it does not belong on the wall).
- 2. When moving out or otherwise removing decoration follow these steps.

- A: Remove the nail.
- B: **DO NOT USE SPACKLE, DRYWALL MUD, PUTTY, TOOTHPASTE OR OTHER FILLER.**
- C: Put one drop of paint that matches wall on the hole and wait for the drop to dry.
- D: Apply one more drop of matching paint to the hole AND LEAVE IT ALONE.

Tenant Initials _____ Date _____

Owner/Manager Initials _____ Date _____

ON LINE PAYMENT OPTIONS

Dear Tenant, HOA Members and Owners:

We are happy to announce our new website, americanrealestaterentals.com. This new website will allow you to pay rent, utilities and HOA fees security online, and to report any maintenance problems or other issues you have by way of email.

You may find the following email addresses to be helpful: **(Please look very carefully at spelling).**

For **Maintenance Requests** (please remember, **emergencies should be phoned in** 435-752-4056):
maintenance@americanrealestaterentals.com

or

lynn@americanrealestaterentals.com

For 25/30 day **Notices of Termination** and deposit refunds:
annie@americanrealestaterentals.com

For **Victorian Village**:
victorianvillage@americanrealestaterentals.com

For **Eagle Crest Owner's Association**:
eaglecrestoa.com

For questions concerning billing and fees or questions concerning HOA, it is best to call Office directly (435-752-4056) we may be unable to check email as often as we would like. However, if needed you can email Brent at:
brentkbevan@gmail.com

American Real Estate has joined **Cozy.co** (please note that it is NOT cozy.com, but IS cozy.co) and will now be able to securely take e-checks, VISA, MasterCard, Discover and American Express online at americanrealestaterentals.com. **There is currently NO service fee if you use a checking or savings account, however, there is a service fee on each transaction using VISA, including debit cards), MasterCard, Discover or American Express. The system will add the appropriate fee to your payment (Currently 2.75% subject to change) which is passed on to you.** The most economical and easiest form of payment is an e-check also known as ACH. All fees, along with any changes will apply to the user/tenant.

We hope that this will make things easier for each of you. Please let us know if you would like to see anything else added to the website or if we can help in other ways.

Thank You.

Annie.

Tenant Initials _____ Date _____

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

Lease/Rental Agreement Addendum # 4

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.

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

(b) Record and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available record and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. (list documents below).

(ii) XX 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.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 43 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

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.

Lessor Signature (Represented by American Real Estate, LLC) Date Lessor Signature (Represented by American Real Estate, LLC) Date

Lessee Signature (Renter) Date Lessee Signature (Renter) Date

Agent Signature Date Agent Signature Date

**AMERICAN
REAL ESTATE, LLC**

Installation Permission

P.O. Box 4001, Logan, UT 84323-4001
435-452-4056 (office)
800-399-0789 (toll-free fax)
888-752-4056 (toll-free)

Date, 2018

To Whom It May Concern:

The tenant(s), at the following address: , Logan , Utah has/have permission to have service and equipment installed at tenant's expense.

Cable Television and/or Internet, Direct TV and/or Dish Network, Telephone Lines etc.
Additional extensions for the preceding items may also be installed.

All work is to be professionally done and work is to be paid for by tenants. Any exterior equipment (Dish etc.) to be placed so as not to create leaks in roofing or siding and to be placed so as not to be visible from the street or entrance of the property.

Please feel free to contact me at the address or phone numbers above for questions or clarifications.

Sincerely,

Brent Bevan,
Property Manger

Property Repair Request

American
Real Estate, LLC
Brent Bevan
435-752-4056 (w)
435-512-2478 (m)
800-399-0789 (f)
brentkbevan@gmail.com

Property Address: _____

Tenant Name: _____

Fax to 1-800-399-0789 or email to lynnebevan@hotmail.com

Property Inspection Agreement

Lease/Rental Agreement Addendum # 3

The "Cover-Your-Buns" Addendum

American
Real Estate, LLC
Brent Bevan
435-752-4056 (w)
800-399-0789 (f)
brent@amre1.com

Property Address: _____
Tenant Name: _____

		<u>LIVING ROOM</u>			
<u>Walls</u>	<u>Flooring</u>	<u>Doors</u>	<u>Window Coverings</u>	<u>Other</u>	
Paper _____ Paint _____	Carpet _____ Other _____	# of Entry: _____ Color: _____	# Blinds: _____ Color _____		
Clean _____ Dirty _____	Clean _____ Dirty _____	Condition: _____	# Curtains: _____ Color _____		
Color: _____	Color: _____	# of Closet _____ Color: _____	Condition: _____		
# Holes: N: _____	Condition: _____	Condition: _____	Condition: _____		
E: _____ S: _____ W: _____					
Comments: _____					
		<u>BEDROOM # 1</u>			
<u>Walls</u>	<u>Flooring</u>	<u>Doors</u>	<u>Window Coverings</u>	<u>Other</u>	
Paper _____ Paint _____	Carpet _____ Other _____	# of Entry: _____ Color: _____	# Blinds: _____ Color _____		
Clean _____ Dirty _____	Clean _____ Dirty _____	Condition: _____	# Curtains: _____ Color _____		
Color: _____	Color: _____	# of Closet _____ Color: _____	Condition: _____		
# Holes: N: _____	Condition: _____	Condition: _____	Condition: _____		
E: _____ S: _____ W: _____					
Comments: _____					
		<u>BEDROOM # 2</u>			
<u>Walls</u>	<u>Flooring</u>	<u>Doors</u>	<u>Window Coverings</u>	<u>Other</u>	
Paper _____ Paint _____	Carpet _____ Other _____	# of Entry: _____ Color: _____	# Blinds: _____ Color _____		
Clean _____ Dirty _____	Clean _____ Dirty _____	Condition: _____	# Curtains: _____ Color _____		
Color: _____	Color: _____	# of Closet _____ Color: _____	Condition: _____		
# Holes: N: _____	Condition: _____	Condition: _____	Condition: _____		
E: _____ S: _____ W: _____					
Comments: _____					
		<u>BEDROOM # 3</u>			
<u>Walls</u>	<u>Flooring</u>	<u>Doors</u>	<u>Window Coverings</u>	<u>Other</u>	
Paper _____ Paint _____	Carpet _____ Other _____	# of Entry: _____ Color: _____	# Blinds: _____ Color _____		
Clean _____ Dirty _____	Clean _____ Dirty _____	Condition: _____	# Curtains: _____ Color _____		
Color: _____	Color: _____	# of Closet _____ Color: _____	Condition: _____		
# Holes: N: _____	Condition: _____	Condition: _____	Condition: _____		
E: _____ S: _____ W: _____					
Comments: _____					
		<u>FAMILY ROOM/DEN/BEDROOM # 4/ETC.</u>			
<u>Walls</u>	<u>Flooring</u>	<u>Doors</u>	<u>Window Coverings</u>	<u>Other</u>	
Paper _____ Paint _____	Carpet _____ Other _____	# of Entry: _____ Color: _____	# Blinds: _____ Color _____		
Clean _____ Dirty _____	Clean _____ Dirty _____	Condition: _____	# Curtains: _____ Color _____		
Color: _____	Color: _____	# of Closet _____ Color: _____	Condition: _____		
# Holes: N: _____	Condition: _____	Condition: _____	Condition: _____		
E: _____ S: _____ W: _____					
Comments: _____					

**AMERICAN
REAL ESTATE, LLC**

P.O. Box 4001, Logan, UT 84323-4001

435-452-4056 (office)

435-512-2478 (mobile)

800-399-0789 (toll-free fax)

888-752-4056 (toll-free)

**Additional Addendum Name
Addendum # 5**

This document included for convenience in case an addendum is required after initial contract is signed.
This is not to be printed at initial signing.

Date, 2018

The tenant(s), _____ at the following address: , Logan, Utah have

All terms of the Lease-Rental Agreement and all prior addenda not specifically address in this addendum shall remain unchanged in in full force. In the event that there are discrepancies between this addendum and of the Lease-Rental Agreement and/or any prior addenda, the terms of this addendum shall stand.

Tenant Signature,

Date

Tenant Signature,

Date

Manager, Brent Bevan

Date