

**THIS IS A LEGALLY BINDING CONTRACT
PLEASE READ CAREFULLY**

**Clearfield City
Good Landlord Program Agreement**

THIS AGREEMENT is made this _____ day of _____, 20____, by and between Clearfield City, a municipal corporation of the State of Utah (hereinafter the “CITY”), and _____ Dwelling Rental License # _____ (hereinafter “Landlord”).

W I T N E S S E T H :

WHEREAS, the Landlord owns rental dwelling units described in Exhibit “A” and incorporated herein by reference; and

WHEREAS, the Landlord desires to be admitted in to the Clearfield City Good Landlord Program; and

WHEREAS, the execution of this Agreement is a requirement for admission to the Good Landlord Program; and

NOW, THEREFORE, for and in consideration of the mutual covenants made herein, the parties agree as follows:

A G R E E M E N T :

1. **Landlords Obligations.** Landlord agrees to perform the following:
 - a. **Tenant Screening:**
Landlord shall perform all of the following screening requirements for all tenants prior to move-in:
 - **Criminal Background Check:** Landlord shall obtain a criminal history for each tenant as well as each occupant of the premises, who is 18 years or older, including information from the Utah Sex Offender Registry to verify whether or not the tenant or occupants are registered sex offenders. Landlord shall keep all criminal histories on file for the full term of the lease.
 - **Driver’s License or State Identification:** Landlord shall require every prospective tenant to provide a Driver’s License or State Identification card, which Landlord shall copy and keep on file for the full term of the lease.

- **Credit Check:** Landlord shall obtain a credit history from every prospective tenant over the age of 18. Landlord shall keep the credit application on file for the full term of the lease.
- **Income/Employment Verification:** Landlord shall obtain income/employment verification from every prospective tenant.
- **Rental References:** Landlord shall obtain contact information for all previous landlords within the last three years.
- **Application:** Landlord shall require each prospective tenant to complete a Rental Application, which shall include the tenant's social security number and date of birth. Landlord shall keep the Application on file for the full term of the lease.

b. **Tenant Selection:**

Landlord shall consider the following criteria, at a minimum, for tenant selection and will refuse to rent to any prospective tenants or other occupants who:

- Provided false information to the Landlord on the Application or otherwise; or
- Have been convicted of a felony for which the individual has not been released from probation or parole; or
- Have been convicted of a felony for which the individual has been released from probation or parole, but for which the conviction date occurred less than four years from the date of tenancy.

Landlord shall execute a valid, written Lease Agreement with each tenant, which shall include the provisions listed in the Landlord Training Packet, which is attached hereto as Exhibit "A", and incorporated by reference.

c. **Landlord Training:**

Landlord agrees to attend a City-approved landlord training program every two years.

d. **Administrative Code Violations and Unreasonable Calls for Service:**

All of Landlord's rental dwelling units shall be free of any and all Clearfield City Code Violations. Landlord's rental dwelling units shall also be free of any and all Clearfield City Building, Zoning and Fire Code Violations. If the Landlord has questions regarding Code requirements, Landlord may contact the appropriate City department for assistance.

Landlord shall take corrective action satisfactory to the City to address problems arising from repeated, unreasonable calls for service.

Landlord shall not be issued a Citation for an uncorrected code Violation annually.

e. **Penalties:**

If Landlord violates **any** of the terms of this Agreement including, but not limited to:

- Citation issuance for Code Violation(s).
- Failure to address problems and take corrective action associated with repeated, unreasonable calls for service
- Failure to screen tenants in accordance with Subsection (a) of this Agreement
- Failure to obtain and have on file the information listed in Subsection (a) of this Agreement
- Failure to execute a valid, written lease
- Renting to tenants under Subsection (b) of this Agreement who are found to be involved in any criminal activity while residing in one of Landlord's rental units
- Failure to notify the Clearfield City Police Department before authorizing a vehicle tow in accordance with Subsection (f) of this Agreement

Landlord may be immediately terminated from the Good Landlord Program and shall be subject to the FULL AMOUNT OF THE DISPROPORTIONATE SERVICE FEES AS WELL AS ANY FINES ASSOCIATED WITH THE VIOLATION OF THIS AGREEMENT, WHICH SHALL BE DUE AND PAYABLE UPON TERMINATION FROM THE PROGRAM. FURTHER, IN SOME INSTANCES, VIOLATIONS OF THIS AGREEMENT AND TERMINATION FROM THE PROGRAM MAY RESULT IN SUSPENSION OR REVOCATION OF THE LANDLORD'S BUSINESS LICENSE.

IF LANDLORD IS TERMINATED FROM THE PROGRAM, LANDLORD MAY NOT BE ELIGIBLE FOR READMISSION UNTIL THE NEW LICENSE PERIOD.

f. **Towing Obligations:**

Landlord shall notify the Clearfield City Police Department before authorizing any vehicle tow from the property unless the vehicle blocks an entrance or an exit. Landlord shall post at least two signs of the name of the towing company and contact information in conspicuous places such that the information is readily available. Notice given in house rules to residents shall be sufficient notice for enforcement upon residents and tenants.

g. **Additional Tasks at the Request of CITY:**

Landlord agrees to perform the following tasks at the request of CITY in conjunction with this project:

- Response to written notifications from the City, in accordance with Section 14 of this Agreement, within five (5) business days;
- Participation in any electronic notification systems to the extent the landlord is able;
- Provide City with any and all landlord contact information requested;
- Commence eviction of tenants that jeopardize the landlord's membership status in the Program (i.e. continued ordinance violations, criminal offenses, etc.) when eviction is legally permissible; and
- Provide to the City, upon request, the documentation that evidences their compliance with the terms of this Agreement and the Program.

2. **CITY'S Obligations.**

- a. The City reserves the right to waive, amend or otherwise forgive Landlord's violations of this Agreement, if, at the City's sole discretion, grounds exist for such a determination.

3. **Term of Agreement.** This Agreement shall commence upon execution by the parties and shall continue for the business license period and will be automatically renewed annually, provided Landlord remains in compliance with all Good Landlord Program requirements and the terms of this Agreement.

4. **Termination.** If Landlord fails to fulfill its obligations under this Agreement or if it violates any of the terms of this Agreement, the CITY shall have the right to immediately terminate this Agreement by written notification to the Landlord. The term "breach of agreement" specifically includes, but is not limited to, failure to comply with any applicable federal, state, or local laws or regulations. Notwithstanding the above, Landlord shall not be relieved of liability to the CITY for damages sustained by virtue of any breach by Landlord.

5. **Independent Contractor.** It is understood and agreed that Landlord is an independent contractor, and that the officers and employees of Landlord shall not be employees, officers, or agents of the CITY; nor shall they represent themselves to be CITY employees; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to CITY employees.

6. **Conflict of Interest.** Landlord warrants that no CITY employee, official, or agent has been retained by Landlord to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of Landlord, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation.

7. **Indemnification.** To the fullest extent permitted by law, Landlord agrees to indemnify, defend, and hold the CITY harmless from and against any and all lawsuits, damages, and expenses, including court costs and attorney's fees, by reason of any claim and/or liability imposed, claimed, and/or threatened against the CITY for damages because of bodily injury, death, and/or property damages arising out of, or in consequence of, the performance of services under this Agreement, to the extent that such bodily injuries, death, and/or property damages are attributable to the negligence of Landlord and/or Landlord's servants, agents, employees, and/or assigns. As used in this section, the CITY shall also refer to the officers, agents, assigns, volunteers, and employees of the CITY. The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the sole negligence of the CITY.

8. **Assignment.** Neither party shall assign any rights or interest herein without prior written consent of the other party except in cases of transfer of ownership. In cases of a change of property ownership, the new owner must provide their contact information to the city with 45 days, whereupon an amended Rental Dwelling license will be provided through the remainder of the term of the license. At the expiration of the amended Rental Dwelling license term, this Agreement shall terminate and the new owner shall not be a member of the Good Landlord Program. The new owner may apply for membership status in the Good Landlord Program and shall not be prejudiced by the termination of this Agreement.

9. **Attorney's Fees.** In the event of default hereunder, the defaulting party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, whether by in-house or outside counsel and whether incurred through initiation of legal proceedings or otherwise.

10. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties.

11. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party, which are not contained in this written Agreement, shall be binding or valid

12. **Modification of Agreement.** This Agreement may be modified only by written amendment executed by all of the parties hereto.

13. **Applicable Law.** This Agreement shall be governed by the laws of the State of Utah.

14. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to the Landlord: Landlord: _____
 Phone: _____
 Fax: _____
 E-Mail: _____

If to the CITY: Clearfield City
 Attn: Stacy Millgate, Business License Official
 55 South State St.
 Clearfield, Utah 84015
 Phone: (801) 525-2781
 Fax: (801) 525-2865

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CLEARFIELD CITY:

Mayor

ATTEST:

City Recorder

Owner or Owner's Agent.

By: _____

Title: _____