



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

**Brigham City
Good Landlord Program Agreement**

THIS AGREEMENT is made this ____ day of _____, 20____, by and between Brigham City, a municipal corporation of the State of Utah (hereinafter the "CITY"), and _____ (hereinafter "Landlord").

WITNESSETH:

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 Brigham 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:

AGREEMENT:

1. **Landlord's 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.
- Have been convicted of multiple (more than one) drug or alcohol related crimes in the past four years (Landlord may deny rental at their discretion for a single conviction); any crime related property damage, prostitution, violence of any kind, assault, or crimes that involve weaponry of any kind in the past four years.
- Appear on the Utah Sex Offender Registry.
- Any conviction of distribution of a controlled substance shall be grounds for an automatic refusal.

Landlord shall execute a valid, written Lease Agreement with each tenant.

c. **Landlord Training:**

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

d. **Calls for Service and Administration Code Violations:**

All of Landlord's rental dwelling units shall be free of any and all Brigham City Administrative Code Violations. Landlord shall maintain all rental dwelling units in accordance with the Brigham City Code requirements. Landlord's rental dwelling units shall also be free of any and all Brigham City Building, Zoning, and Fire Code Violations. If the Landlord has questions regarding Building, Zoning, and Fire Code requirements, Landlord may contact the relevant City department for assistance.

Landlord shall not permit criminal activity on the premises of any of Landlord's rental dwelling units.

Landlord shall not permit more than one Notice of Violation annually.

Penalties:

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

- Notice(s) of Violation
- More than two calls for service per door. (Qualifying items listed in section 1 (b) Tenant Selection)
- 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 Brigham City Police Department before authorizing a vehicle tow in accordance with Subsection (f) of this Agreement

The Landlords unit may be immediately terminated from the Good Landlord Program and shall be subject to the FULL AMOUNT OF THE 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 A UNIT IS TERMINATED FROM THE PROGRAM, THE UNIT MAY NOT BE ELIGIBLE FOR READMISSION UNTIL THE NEW LICENSE PERIOD.

e. **Towing Obligations:**

Landlord shall notify the Brigham 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.

f. **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 15 of this Agreement, within ten (10) business days;
- Participation in any electronic notification systems to the extent the landlord is available;
- 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 be automatically renewable annually, provided Landlord remains in compliance with all Good Landlord Program requirements and the terms of this Agreement.

4. **Termination:**
 - a. If Landlord fails to fulfill his 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. **Program Management Director:** The CITY hereby appoints the Brigham City Community Development Division as the CITY's representative to assist in the administrative management of this Agreement, to ensure that the work to be performed by Landlord is timely and adequately performed, and to provide for CITY approvals as may be required by this Agreement or the nature of the work. The CITY's representative shall assist in coordinating, monitoring, and evaluating this Agreement to completion. Landlord understands and agrees that the CITY's representative shall have no control over the means, methods, techniques, or procedures employed by Landlord, it being clearly understood that the CITY is interested only in the results obtained under this Agreement, with the manner and means of obtaining those results being under the sole control of Landlord.

6. **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.

7. **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 office, agent, or employee of Landlord, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation.

8. **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 an claim and/or liability imposed, claimed, and/or threatened against

9. **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 within 30 days, whereupon a new business license must be obtained by the new owner. The new owner may apply for membership status in the Good Landlord Program.

10. **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.

11. **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.

12. **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.

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

14. **Applicable Law:** This agreement shall be governed by the laws of the State of Utah.

15. **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:	
	Email:	

If to the CITY:

Brigham City Corporation
Attn: Community Development
PO Box 1005
20 North Main Street
Brigham City, Utah 84302
Phone: (435) 734-6604
Fax: (435) 723-8132

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.

Owner or Owner's Agent:

By: _____

Title: _____

State of _____)

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County of _____)

On this _____ day of _____, 20____, personally appeared before me _____, the signer of the foregoing instrument, Good Landlord Program Agreement, who duly acknowledged to me that he/she executed the same.

Notary Public

Brigham City:

Community Development Manager

State of _____)

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County of _____)

On this _____ day of _____, 20____, personally appeared before me _____, the signer of the foregoing instrument, Good Landlord Program Agreement, who duly acknowledged to me that he/she executed the same.

Notary Public

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EXHIBIT "A"
RENTAL DWELLING UNITS