

\_\_\_\_\_, "LESSOR," (Seller) and  
\_\_\_\_\_, "LESSEE," (Buyer) agree:

1. On \_\_\_\_\_ LESSOR, as Seller, and LESSEE, as Buyer, entered into a Real Estate Purchase Contract for the sale from LESSOR to LESSEE (the "REPC") of the real property commonly known as

\_\_\_\_\_, Utah (the "Premises"). The sale is scheduled to close on or before \_\_\_\_\_.

2. Pending closing of sale, LESSOR grants to LESSEE the lease and occupancy of the Premises according to the terms hereof. The term of this lease shall commence

\_\_\_\_\_, 20\_\_\_\_ and shall terminate at 5:00pm \_\_\_\_\_, 20\_\_\_\_.

Any termination of the REPC shall cause this lease to immediately terminate.

3. LESSEE has inspected the Premises and has found the Premises in satisfactory condition and ready for occupancy, except as follows.

\_\_\_\_\_  
\_\_\_\_\_ ☐ ☐ ☐ \_\_\_\_\_

4. LESSEE shall pay to LESSOR for the occupancy of the Premises \$ \_\_\_\_\_ per day week month. This sum shall be paid daily weekly monthly in advanced. Prorations, if any, shall be calculated up on 30-day month. As additional consideration, LESSEE shall pay for all utilities and serviced on the Premises and the following charges \_\_\_\_\_ except \_\_\_\_\_ which shall be paid by LESSOR. Payments under this Lease are in addition to all payments under the REPC between parties and must be current prior to closing.

5. If this lease has not been terminated prior to the about stated closing date and/or if the REPC is not closed within its designated term or any written extension thereof through no fault of LESSOR, LESSEE shall vacate the Premises upon service of a written notice in the from and manner provided by law. **Any holding over thereafter of after termination of the agreement shall create a day-to-day tenancy at a fair rental value of three times the above stated rate.**

6. LESSEE shall keep the premises and yards clean, sanitary and in good order and repair during the term here. Upon termination of this lease, LESSEE shall deliver the Premises to Lessor in the same condition as when entered, reasonable wear and tear excepted. Additionally, LESSEE shall save and hold LESSOR harmless from an and all claims, demands, damages or liabilities arising out of LESSEE's occupancy of the Premises caused or permitted by LESSEE's family, agents, servants, employees, guests and invites.

7. As additional consideration, LESSEE shall obtain and maintain during the term of this agreement public liability insurance naming both LESSOR and LESSEE as co-insureds in the amount of not less than \$ \_\_\_\_\_ for injury to one person, \$ \_\_\_\_\_ for injury to a group, and a \$ \_\_\_\_\_ for property damage. If permitted, LESSOR agrees to retain its fire insurance on the Premises and the LESSEE shall not make any additions, alterations or repairs to the Premises without prior written consent of the LESSOR.

8. The Premises are to be used as residence only by LESSEE and LESSEE's immediate family; and no animal, bird, or pet, except \_\_\_\_\_, shall be kept on or around the Premises without LESSOR's prior written consent. LESSEE shall not violate any law or ordinance in the use of the Premises, not permit waste or nuisance upon or about the Premises and the LESSEE shall not make any additions, alterations or repairs to the Premises without prior written consent of the LESSOR.

9. In addition to the Earnest Money Deposit, \$ \_\_\_\_\_ as security has been deposit by LESSEE. LESSOR may use therefrom such amounts as are reasonably necessary to remedy LESSEE's defaults in the payment of rent, to repair damages caused by LESSEE, or to clean the premises if necessary upon the termination of tenancy. If used toward rent or damages during the term of this agreement, LESSEE agrees to reinstate the total security deposit upon a 5 day written notice delivered to LESSEE in person or by mail. The balance of the security deposit, if any, shall be mailed to LESSEE within 14 after LESSEE's surrender of Premises. In the event LESSEE purchases the premises pursuant to the REPC, any remaining amounts of the security deposit shall be credited at closing to LESSEE.

10. If either party default in any covenants or agreements herein contain, the faulting party shall pay all costs and expenses, including reasonable attorney's fees, incurred by the other party in enforcing its rights arising under this agreement, where incurred through legal action or otherwise.

11. The right to occupy the premises as granted LESSEE herein is personal to LESSEE and any attempt to assign, transfer or hypothecate the same shall be null and void.

12. Undersigned LESSOR and LESSEE acknowledge having read the foregoing and receipt of a copy.

Date \_\_\_\_\_

Date \_\_\_\_\_

LESSOR (Seller) \_\_\_\_\_

LESSEE (Buyer) \_\_\_\_\_

LESSOR (Seller) \_\_\_\_\_

LESSEE (Buyer) \_\_\_\_\_