



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

**WASHINGTON TERRACE CITY
GOOD LANDLORD PROGRAM AGREEMENT**

THIS AGREEMENT is made this _____ day of _____, 20____, by and between Washington Terrace City, a municipal corporation of the State of Utah (hereafter the “City”), and _____(hereafter the “Landlord”).

RECITALS

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

WHEREAS, the City requires the Landlord to obtain a valid business licenses and pay the associated business license fee;

WHEREAS, the Landlord desires to be admitted into the Washington Terrace City Good Landlord Program (hereafter the “Program”) and obtain a reduction in the business license fee in exchange for participation in the Program;

WHEREAS, the City and Landlord (collectively referred to as the “Parties”) do hereby find mutual benefit for entering the Good Landlord Program Agreement (hereafter the “Agreement”) for the purposes contained herein;

NOW, THEREFORE, in consideration of the mutual covenants made herein, the Parties agree as follows:

AGREEMENT

- 1. Program Eligibility.** Any Landlord is eligible to participate in the Program by completing the following:

- a. **Application.** Submit to the City a complete Application to enter the Program. Landlord has the duty to ensure that Landlord's information in the application remains current and accurate. Should any information in the application change, Landlord shall notify the City within thirty (30) days of the change and update the information accordingly.
 - b. **Landlord Course.** Complete of at least eight (8) hours in a property management training course that is:
 - i. Sponsored by the City, or a City approved provider.
 - ii. Sponsored by another jurisdiction or organization with curriculum and Program that is pre-approved by the City's licensing authority before making application.
 - c. **Continuing Education.** Obtain at least four (4) hours in a refresher course for relating to landlord training as pre-approved by the City's licensing authority.
 - d. **Agreement.** Execute and submit to the City this written Agreement with the City.
 - e. **Compliance.** Continual compliance with the terms of this Agreement and compliance with applicable federal, state, and local laws or regulations.
 - f. **Good Standing.** Landlord is in good standing and be current with all fees relating to Landlord's premises. "Good standing" also means that the Landlord has not been previously terminated from the Program for breach of this Agreement, or other cause that renders Landlord ineligible to participate for a certain period of time.
- 2. Landlord's Obligations under Program.** Each Landlord participating in the Program agrees to perform the following:
- a. **Tenant screening.** Landlord shall perform all of the following screening requirements for all tenants prior to move in:
 - i. **Application.** Landlord shall require each prospective tenant to complete a rental application, which shall include the tenant's information. Landlord shall keep the application on file for the full term of the lease.
 - ii. **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.
 - iii. **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.

- iv. 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.
- v. Income/employment verification. Landlord shall obtain income/employment verification from every prospective tenant.
- vi. Rental references. Landlord shall obtain contact information for all previous landlords within the last three years.
- b. Tenant selection. Landlord shall consider the following criteria, at a minimum, for tenant selection and shall refuse to rent to any prospective tenants or other occupants who:
 - i. Provided false information to the landlord on the application or otherwise.
 - ii. Has been convicted of any drug or alcohol related crime in the past three (3) years; any crime related to property damage, prostitution, violence of any kind, assault, or crimes that involve weaponry of any kind in the past three (3) years.
 - iii. Appear on the Utah Sex Offender Registry.
- c. Eviction. Landlord will promptly evict problematic tenants that are involved in drugs, criminal activity, or other illegal activities.
- d. Executed lease. Landlord shall execute a valid, written lease agreement with each tenant, which shall include the provisions listed in any Landlord training packet identified in Exhibit "B" attached hereto and incorporated herein by this reference.

- 3. Additional Requirements Upon Request of the City.** Landlord agrees to perform the following only upon request of the City:
- a. Provide to the City, or a law enforcement officer, a list of the names and address of all tenants or other occupants on Landlord's premises.
 - b. Respond to written correspondence or notice from the City that require a response within ten (10) days.
 - c. Participation in an electronic notification system if such is implemented by the City.
 - d. Provide City with any and all Landlord contact information requested
 - e. 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
 - f. Provide to the City, upon request, the documentation that evidences their compliance with the terms of this Agreement and the Program.

- 4. Code Violations.** All of Landlord's rental dwelling units and property shall be maintained free of any and all violations of the zoning, fire, building, property management, and other codes in existence upon vesting of the property as a rental use. If the Landlord has questions regarding code requirements, Landlord may contact the City's code enforcement official for assistance. Landlord is allowed

two (2) calls for service per door annually. Landlord is permitted up to two (2) code violations, identified by the City, per calendar year without breaching this Agreement.

5. **Landlord Towing Policy.** Landlord agrees to notify the Weber County Sheriff Dispatch at 801-629-8221 before authorizing any vehicle tow from the property, unless the vehicle blocks an entrance or an exit. Landlord agrees to adopt a tow policy that includes, at a minimum, posting in a conspicuous location on the premises at least two (2) signs stating violating vehicles may be towed, and indicating the naming of the tow company along with contact information. Notice of the towing policy provided by the Landlord in house rules as part of a lease agreement with tenant(s) is sufficient notice for enforcement upon tenants and associate residents.
6. **City's Obligations.** The City agreed to perform the following for each Landlord participating in the Program:
 - a. Admit to Program. Admit any eligible Landlord who has duly complied with the minimum Program requirements for admission.
 - b. Consideration and Fee Reduction. In consideration of Landlord's admission and participation in the Program, the City shall reduce the Landlord's business license fees in accordance with the City's fee schedule for members of the Program.
 - c. Conduct inspections. The City shall conduct at least two (2) annual inspections at Landlord request to identify problems or violations of law without penalty.
 - d. Compliance. The City shall ensure compliance with this Agreement for each Landlord who has been admitted to the Program.
 - e. Discretionary waiver. The City reserves the right to waive, amend, or otherwise forgive a Landlord for any violation of this Agreement, if, at the City's sole discretion, grounds exist for such a determination.
7. **Breach and Termination from Program.** If the 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, and/or local laws or regulations. Landlord is permitted up to two (2) code violations, identified by the City, per calendar year without breaching this Agreement.
8. **APPLICABILITY, EFFECT OF BREACH AND TERMINATION.**
ENTERING THIS AGREEMENT DOES NOT RELIEVE THE LANDLORD FROM CRIMINAL AND/OR CIVIL PENALTIES THAT MAY RESULTING FROM A CODE VIOLATION OR OTHER ILLEGAL ACTIVITIES. IF THE

LANDLORD IS TERMINATED FROM THE PROGRAM FOR VIOLATING THIS AGREEMENT, THE LANDLORD SHALL IMMEDIATELY PAY THE CITY THE ANNUAL DISPROPORTIONATE RENTAL FEE WAIVED AS PART OF THE PROGRAM IN THE AMOUNT SET FORTH IN THE CITY'S FEE SCHEDULE, PLUS ANY OTHER PENALTIES IMPOSED BY LAW. VIOLATIONS OF THE LAW MAY ALSO RESULT IN SUSPENSION OR REVOCATION OF THE LANDLORD'S BUSINESS LICENSE. IF LANDLORD IS TERMINATED FROM THE PROGRAM, LANDLORD MAY NOT BE ELIGIBLE FOR RE-ADMISSION FOR ONE CALENDAR YEAR.

9. **Effectiveness and Term.** This Agreement is effective upon the date first executed by both Parties and is automatically renewed annually during business license renewal, provided the Landlord remains in compliance with all Program requirements and the terms of this Agreement.
10. **Waiver.** Waiver of enforcement by the City of any term in this Agreement shall not be interpreted in any way to waive any future enforcement of any term in this Agreement.
11. **Program Management.** The City hereby designates the City's licensing and enforcement authorities as the City's representatives who assist in the administration and enforcement of this Agreement. The City shall assist in coordinating, monitoring, evaluating, and enforcing this Agreement. Landlord retains all control over the means, methods, techniques, or procedures employed by Landlord for property management, subject to this Agreement. Both Parties hereby acknowledge that the City's interest is to obtain the results sought under this Agreement and achieve the benefits of reduced crime and improved properties in the City. The manner and means of obtaining the results sought herein is under the sole control of Landlord.
12. **Employment Status.** It is understood and agreed that Landlord or employees of Landlord are not to be construed as be employees, officers, or agents of the City, nor shall they represent themselves to be City officers or 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 the City.
13. **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.
14. **Indemnification and Immunity.** 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 term "City" shall include all officers, agents, assigns, contractors, 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 not subject to governmental immunity. Nothing in this Agreement shall be construed to limit or waive the City right to governmental immunity.

15. **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 update its application and provide new contact information to the City with thirty (30) days. The City will issued an amended business license for the remainder of the term of the license. At the expiration of the amended business license term, this Agreement shall terminate and the new owner shall not be a member of the Program, unless the new owner is eligible, makes application, and is accepted as a member.
16. **Headings.** The heading used in this Agreement are for convenience purposes only and shall not be construed to confer any legal interpretation or right.
17. **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.
18. **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.
19. **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.
20. **Modification of Agreement.** This Agreement may be modified only by written amendment executed by the Parties.

21. Applicable Law. This Agreement is governed by the laws of the State of Utah.

22. 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 or by facsimile (with verbal confirmation of receipt) or by certified mail, return receipt requested, postage prepaid, and addressed to the respective Parties as follows, to be updated in the event of any change:

- a. If to the Landlord: to the address or contact information provided on the Landlord's application.
- b. If to the City: Washington Terrace City, Attn: Licensing Authority, 5249 South 400 East, Washington Terrace, UT 84405, Phone: (801) 393-8681, Facsimile: (801) 393-1921.

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

FOR WASHINGTON TERRACE CITY:

Mayor

ATTEST:

City Recorder

FOR LANDLORD:

By:
Its:

ACKNOWLEDGMENT

State of _____)

:SS

County of _____)

On this ____ day of _____, 20____, personally appeared before me _____, the signer of the foregoing instrument who duly acknowledged to me that he/she executed the same in his/her authorized capacity.

Notary Public

LIST OF EXHIBITS

1. Exhibit "A" – Identification and Description of Rental Dwelling Units.
2. Exhibit "B" – Lease Agreement Provisions.