



THIS IS A LEGALLY BINDING CONTRACT
PLEASE READ CAREFULLY

**Roy City
Good Landlord Program Agreement**

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

(hereinafter "Landlord"). Dwelling Rental License # _____
Property location: _____

Attach a list of the properties if there are multiple locations.

WITNESSETH:

WHEREAS, the Landlord owns rental dwelling units described in Roy City Code, Title 3 Chapter 1 Section 3-8-1 and incorporated herein by reference; and

WHEREAS, the Landlord desires to be admitted in to the Roy 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. **Landlords Obligations:** The Landlord, or the landlord's bona fide agent for all aspects of property management, and all managers of the landlord responsible for the day to day management of the rental dwellings must complete a landlord training or refresher class approved by the city within the two (2) year period immediately preceding the date of application or certification. First time applicants to the good landlord incentive program shall be required to complete the training within six (6) months or the date of application; failure to complete the training program within the six (6) month time frame shall be grounds for disqualification from the program. If the property is held in joint or common ownership only one of the owners need apply and qualify under the program.
2. **Rental applications:** The landlord must require complete rental applications and background checks on all prospective adult tenants and all adult tenants occupying the premises. The application must state that any false information provided on the application will be grounds for denial or eviction.
 - a. The rental application shall require of each applicant:
 - (1) Full name, including middle initial.
 - (2) Date of birth.
 - (3) Driver's license number or state identification card number.
 - (4) Social security number.
 - (5) Names, dates of birth, and relationship to tenant of all people who will occupy the premises.

- (6) Name, address and phone number of two (2) previous landlords.
- (7) Income and employment history for the past two (2) years.
- (8) Whether he or she has ever been convicted of an offense involving the sale or manufacturing of illegal drugs.

b. The following background checks are done on all adults occupying the premises:

- (1) The landlord contacts previous landlords listed on the application, and inquires about any lease violations or damage to property.
 - (2) A criminal history check is received from a law enforcement agency or a reputable agency providing the service.
 - (3) Valid picture ID is presented to verify the identity of the applicant.
 - (4) A credit report is obtained from a valid provider.
3. The landlord agrees to not knowingly rent to any person who has been convicted of any crime involving any threat or damage to property or person, nor for any crime which, had it been committed on the landlord's premises, would have disturbed the peaceful enjoyment of other tenants; this shall include the sale, manufacture or distribution of any controlled substance. Program compliance is based on whether the conviction, or release from probation or parole, occurred within four (4) years of the date of a rental application.
 4. The landlord agrees to provide in its leases or rental agreements that tenants may be evicted if they engage in illegal drug use, sale, manufacture, distribution, or other criminal activity on or near the rental premises, and the landlord agrees to commence and pursue eviction proceedings when the landlord is aware that a violation of such provision exists.
 5. The landlord agrees to implement and maintain those aspects of property management determined by the city to be related to the control and prevention of illegal activity on rental property.
 6. The landlord agrees that the rental dwellings and the surrounding premises shall be owned and maintained in compliance with city ordinances affecting the use, care or maintenance of real property (zoning ordinances, nuisance ordinances, etc.), and the premises kept free of any public nuisance as defined by city ordinance or state law; provided, however, that a landlord will be considered to be in compliance with this requirement if violations are corrected in the time frame required under any notice of violation.
 7. The landlord shall have paid any outstanding penalty assessed against the landlord for failing to correct a notice of violation applicable to the landlord's rental dwelling units.
 8. The discount provided herein is conditioned upon the landlord's compliance with the requirements of the program during the term of the licensing year for which the discount is granted.
 9. If it is determined by the business license division that a landlord, or any of a landlord's rental dwelling units, is not in compliance with the requirements of the good landlord incentive program during any portion of the licensing period for which a discount was provided, the landlord, together with all his or her rental dwelling units, shall be disqualified from the program, and the discount shall be disallowed in accordance with the provisions of Chapter 1 of this title for the entirety of the term of such license. Disqualification from the good landlord incentive program may be appealed to the city manager. The landlord shall be required to pay the full fee for every rental dwelling unit listed on their license application for that year.
 10. After disqualification, the landlord may reapply for the program in the next licensing year only if the landlord has corrected the problems leading to the disqualification and paid all amounts disallowed in the prior year.
 11. **Indemnification.** To the fullest extent permitted by law, landlord agrees to indemnify, defend and hold the City, its Elected Officials, Officers, Employees, Agents, and volunteers 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.

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

ROY CITY:

Mayor

ATTEST:

City Recorder

Owner or Owner's Agent.

By: _____

Title: _____

Roy City

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