

Authorization to make Charges to Credit/Debit Card and Personal Guaranty of Payment Agreement

(NOT FOR PARENTS WHO LIVE OUTSIDE THE STATE OF UTAH, NOT FOR UTAH PARENTS WHO MAKE LESS THAN \$35,000/YR OR WHO HAVE BEEN AT THEIR PRESENT EMPLOYMENT LESS THAN ONE YEAR UNLESS THEIR STUDENT HAS A RENT SCHOLARSHIP OR WRITTEN PERMISSION IS RECEIVED)

My son or daughter _____ [put the name of your son or daughter hereinafter "Tenant"] desires to enter into a two semester contract with Stadium Way/College Way Apartments, LLC (hereinafter "Landlord"). I understand Tenant's rent could vary from \$845.00 to \$1,550.00 per semester (prior to some possible discounts) depending upon the unit and room Tenant signs up for. To entice Landlord to allow Tenant to enter into an agreement paying rent and other charges in installments and/or agreeing to wait for scholarship funds I am giving this authorization and guaranty to Landlord.

I, _____ (print your name exactly as it appears on the credit/debit card), do hereby request and give my permission for my credit/debit card account to be charged for the Tenant's rent, early move-in rent, and other charges referred to herein that are not paid timely by Tenant. I understand Tenant's early move-in rent is due upon move in and that semester rent and charges **for those not on financial aid who have been approved to pay in installments is due as follows: Fall semester:** one-third of the semester's rent, plus the \$50.00 fee to pay in installments, will be due the day of move in or the first day of the semester which ever comes first, one third of the semester's rent due one month after the first day of the semester, and the balance due two months from the first day of the semester. **Spring Semester:** one third of the semester's rent, plus the \$50.00 fee to pay in installments, will be due December 1st, one-third of the semester's rent due on January 1st, and one-third of the semester's rent due February 1st. **For those with a written confirmation of a scholarship for financial aid the rent is due as follows: Fall semester:** one-third of the semester's rent, plus the \$50.00 fee to pay in installments, will be due the day of move in or the first day of the semester which ever comes first and the balance will be due one month from the first day of Fall semester or on the day the financial aid is received if earlier. **Spring Semester:** one third of the semester's rent, plus the \$50.00 fee to pay in installments, will be due December 1st, and the balance will be due one month from the first day of the Spring semester or on the day the financial aid is received if earlier. **Late fees:** A late fee of \$25.00 plus \$2.00 per day up to a total of \$50.00 shall be assessed to delinquent accounts. A charge of \$25.00 shall be assessed for a dishonored bank checks. I further understand that if Tenant moves in to Landlord's apartments more than 2 days prior to the start of school, there will be an extra rental charge prorated on a daily basis for "early move-in rent".

If the credit/debit card set forth below is not valid or is denied when attempted to be charged upon I acknowledge that Tenant's rent shall increase by \$100.00 per semester and I will be deemed to have committed fraud upon Landlord unless I pay the balance of the rent for the semester to Landlord within 10 days of Landlord's attempt to charge upon the credit/debit card. I understand that Landlord will try to contact me on the phone numbers listed below if a charge is declined or if the card is not valid and that shall be the only obligation of Landlord to notify me prior to Landlord commencing legal proceedings. **I further understand that if Tenant has a rent scholarship, the entire rent is due upon receipt of scholarship funds if those funds are received prior to the completion of the above installment payment schedule.**

My Credit/Debit Card Type Is: _____
(Visa, Master Card, American Express, Discover, etc.) We only accept these credit or debit cards.

Name exactly as it appears on card: _____

My Credit/Debit Card Number Is: _____

Expiration Date Is: _____. V CODE: _____

Billing address for Card: _____

City _____, State _____, Zip Code _____.

I AGREE TO MAIL A XEROX COPY OF THE FRONT AND BACK OF THE CREDIT/DEBIT CARD. I represent I am an authorized signatory of this credit/debit card account, and agree to be held totally and fully liable for all rent and charges referred-to herein for both semesters as stated in Landlord's lease agreement with Tenant. If I wish to receive a copy of the bill and credit/debit slip, I will request Landlord to send me the same. **This credit/debit card authorization form will be used if and when the scheduled payment is not paid on the payment due date by Tenant unless I check the following:**

_____ **I want Landlord to charge my Credit/Debit Card automatically each time a rental installment is due for Tenant because I desire to pay Tenant's obligations to Landlord in this way.**

I further unconditionally guaranty to Landlord, the full amount of early move-in rent, rent, charges, and late fees, referred to above, that may be due or will become due for Tenant under the lease agreement to be entered into, or which has been entered into with Landlord. I understand the Tenant will be living Landlord's apartments in Cedar City, Utah while Tenant is attending college at Snow. I understand that this is a guaranty of payment and that Landlord shall

