



**MIDVALE**

In the Middle of Everything

# APPLICATION FOR LANDLORD BUSINESS LICENSE

Name to Appear on License: \_\_\_\_\_

Property Address(s): \_\_\_\_\_

\_\_\_\_\_

Unit # (s): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

### Type of Unit(s):

Single Family  Duplex  Town Home  Apartment  Condo

### Type of Ownership:

Corporation  Partnership  Sole Proprieter  LLC

### Official Use Only

Business License No. \_\_\_\_\_

Expiration Date \_\_\_\_\_

### Good Landlord Program

YES NO

Date of Class \_\_\_\_\_

Agreement Signed \_\_\_\_\_

### Approvals:

Zoning: \_\_\_\_\_ Date: \_\_\_\_\_

Code Enf.: \_\_\_\_\_ Date: \_\_\_\_\_

### Owner Information

Owner Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### Property Manager Information (If Applicable)

Manager Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### Emergency Contact Information

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone Number: \_\_\_\_\_

I am/we are aware that this application does not authorize conducting business until approved by Midvale City Corporation and a license has been issued; I/We also agree to conduct said business strictly in accordance with the laws and ordinances covering such business, and that no other type of business will be conducted other than what has been stated above.

Base Fee	\$143.00
Unit Fee	
<b>Balance Due</b>	

Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

# Business License Fee Schedule

Effective Date: 07/01/2015

<b>Commercial Business</b>	<b>Number</b>	<b>Fee</b>	<b>Total</b>
Base Fee	X	\$137.00	\$
Renewal Fee	X	\$19.00	\$
Solicitor (New App. and Renewal)	X	\$45.00	\$
SOB (Principal, Escort, Driver, Body Guard)	X	\$84.00 each	\$

<b>Booth Rental</b>	<b>Number</b>	<b>Fee</b>	<b>Total</b>
New Application Fee	X	\$68.00	\$
Renewal Fee	X	\$19.00	\$

<b>Home Business</b>	<b>Number</b>	<b>Fee</b>	<b>Total</b>
Base Fee	X	\$94.00	\$
Renewal Fee	X	\$19.00	\$

<b>Good Landlord</b>	<b># of Units</b>	<b>Fee Per Unit</b>	<b>Total</b>
New Application Base Fee	X	\$143.00	\$
Renewal Base Fee	X	\$102.00	\$
Good Landlord Program Reduction	X	\$7.00	\$
Non-Program Apartments 3+	X	\$33.00	\$
Non-Program Duplex	X	\$42.00	\$
Non-Program Single Family	X	\$80.00	\$

<b>Other Variable Fees:</b>	<b>Number</b>	<b>Fee</b>	<b>Total</b>
Alcohol Establishment	X	\$300.00	\$
Bar/Lounge	X	\$215.00	\$
Big Box Retail	X	\$400.00	\$
Commercial Retail	X	\$110.00	\$
Convenience/Gas	X	\$100.00	\$
Construction/Contractor	X	\$50.00	\$
Education	X	\$500.00	\$
Health	X	\$500.00	\$
Hotels/Motels	X	\$180.00	\$
Pawn Shop	X	\$400.00	\$
Personal Services	X	\$50.00	\$
Professional Services	X	\$30.00	\$
Restaurant/Food Establishment	X	\$300.00	\$
Storage Units	X	\$330.00	\$
Taxi	X	\$60.00 Per Vehicle	\$
Tobacco Specialty Business Fee	X	\$22.00	\$
Vending Carts	X	\$18.00	\$

## Bonding Schedule

Christmas tree sales	\$200.00
Auctions and auctioneers	\$1,000.00
Pawn shops, secondhand dealers	\$1,000.00
Public recreation	\$1,000,000.00 bodily injury (per person and per occasion)
	\$1,000,000.00 property damage
Fireworks	\$1,000.00
Sexually oriented businesses	\$2,000.00 (replenishable)

# **MIDVALE CITY GOOD LANDLORD PROGRAM**

## **What is the Good Landlord Program?**

Landlords agree to run background checks and refuse to rent to applicants with certain criminal backgrounds. Landlords also agree to evict problem tenants immediately and keep their properties “clean and green” and in compliance with city codes. They also agree to take a landlord training class approved by Midvale City.

In return Midvale City will discount participant’s business license fees as follows:

<b>Standard Rental License Fees</b>	<b>Fee for Good Landlord Program Participants</b>	<b>Participants Save</b>
<b>Base Fee</b> <b>\$190</b>	<b>\$27 per unit</b>	<b>\$160 off base and \$22 per unit</b>

## **How do I sign up for a class?**

Simply mail in the registration form on the back cover **or** register online at [http://uaahq.org/events/view\\_entry.php?id=308&date=20081121](http://uaahq.org/events/view_entry.php?id=308&date=20081121).

If you have any questions please call the Utah Apartment Association at 801-487-5619. **DO NOT CALL MIDVALE CITY** - all classes are team taught by the UAA and the Police Department and all registration is done by the UAA. **You must pay in advance and provide a valid email address. The e-mail address is essential for Police Department notification of any criminal activity at your property.**

**To view upcoming class dates, please visit the UAA Events Calendar: <http://uaahq.org/events/month.php>**

**For information on your city’s codes, fees, or business licenses, please visit their website: <http://www.midvalecity.org/>**

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

**MIDVALE CITY  
GOOD LANDLORD PROGRAM AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Midvale 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 into the Midvale City Good Landlord Program; and

**WHEREAS**, the execution of this Agreement is a requirement for admission to the Good Landlord Program.

**NOW, THEREFORE**, for and in consideration of the mutual covenants made herein, the parties agree as follows:

**AGREEMENT**

**Section 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 leases.

**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 of otherwise.
- Have been convicted of any drug or alcohol related crime in the past three 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 years.
- Appear on the Utah Sex Offender Registry.

Landlord shall execute a valid, written Lease Agreement with each tenant, which shall include the provisions listed in the Landlord Information Packet, which is attached hereto as *Exhibit A*, and incorporated herein by reference.

(c) **Landlord Training.** Landlord agrees that the Landlord or Landlord's property manager will attend a City-approved landlord training program.

(d) **Calls for Service and Administrative Code Violations.** All of Landlord's rental dwelling units shall be free of any and all Midvale City Administrative Code Violations. Landlord shall maintain all rental dwelling units in accordance with the Midvale City landscaping requirements, attached hereto as *Exhibit C* and incorporated by reference herein. Landlord's rental dwelling units shall also be free of any and all Midvale 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.

(e) **Penalties.** If Landlord violates *any* of the terms of this Agreement including, but not limited to:

- Administrative Code Violation(s) that due to frequency become a public nuisance.
- 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.
- Continuing to rent to tenants under Subsection (b) of this Agreement who are found to be involved in any criminal activity while residing in one of the Landlord's rental units.
- Failure to notify the Midvale City Police Department before authorizing a vehicle tow in accordance with Subsection (3) of this Agreement.

Landlord may be immediately terminated from the Good Landlord Program and shall be subject to the FULL AMOUNT OF THE DISPROPORTIONATE SERVICE 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 LANDLORD IS TERMINATED FROM THE PROGRAM, LANDLORD MAY NOT BE ELIGIBLE FOR READMISSION UNTIL THE EXPIRATION OF A 12 MONTH ROLLING PERIOD.

(f) ***Towing Obligations.*** Landlord shall notify the Midvale 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.

(g) ***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 five (5) business days;
- Participation in any electronic notification systems to the extent the Landlord is able;

- 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.** 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.** If 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, 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 Midvale City Department of Community and Economic Development 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 officer, agent, or employee of Landlord, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation.

(8) **Indemnification.** To the 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 City shall also refer to the officers, agents, assigns, 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.

(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 45 days, whereupon an amended business license will be provided through 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 Good Landlord Program. The new owner may apply for membership status in the Good Landlord Program and shall not be prejudiced by the termination of this Agreement.

(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:                    Midvale City  
   Attention: City Manager  
   7505 S Holden St  
   Midvale, Utah 84047  
   Phone: (801)  
   Fax: (801)  
   Email:

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

OWNER or OWNER'S AGENT

By \_\_\_\_\_

Title: \_\_\_\_\_