

UNITED EFFORT PLAN TRUST
Residential New Occupancy Agreement

This Residential New Occupancy Agreement ("Agreement") is made effective this ____ day of _____, _____, between the United Effort Plan Trust (the "Trust"), through its Court-appointed Special Fiduciary Bruce R. Wisan (the "Fiduciary"), and:

Name: _____ (the "Occupant")	Street Address: _____ _____
Mailing Address: _____ _____	Telephone: _____

RECITALS

- A. The Occupant desires to obtain possession of and occupy the residence located at _____ including the surrounding yard and appurtenant easements (the "Premises"), which Premises are owned by the Trust.
- B. On May 27, 2005, the Third District Court for Salt Lake County, State of Utah ("Court"), in Civil No. 053900848, entered an Order suspending the trustees of the Trust and appointing Bruce R. Wisan to serve as the Special Fiduciary of the Trust.
- C. On October 25, 2006, the Court executed a Reformed Declaration of Trust and Order wherein the Court reformed the Trust, removed the suspended trustees, and ordered that, until further Order of the Court, the Fiduciary shall have the full authority of the Board of Trustees under the Reformed Declaration of Trust.
- D. The Court has directed the Fiduciary to use Trust assets to provide for the just wants and needs of members of the Trust's beneficiary class, with a primary goal of providing housing.
- E. This Agreement is for the aid and benefit of the Trust's beneficiaries to use the Trust's residential real property.
- F. The Trust has determined that, as conditions of occupancy of Trust property, those residing upon Trust property shall (1) pay a small monthly assessment to help offset the costs incurred by the Trust, including engineering, administrative, legal, infrastructure improvement, and other costs the ("Monthly Assessment"); (2) pay property taxes assessed by the County against the Premises; and (3) enter into an Occupancy Agreement with the Trust.
- G. The Occupant represents that he/she is a member of the Trust's beneficiary class, and intends to personally occupy the Premises and agrees to enter into this Occupancy Agreement as a condition of continued occupancy of the Premises.
- H. The Occupant represents that he/she intends to personally occupy the Premises and has authority to enter into this Occupancy Agreement for the benefit of the Occupant and family members who intend to reside on the Premises.

AGREEMENT

In consideration of Occupant's undertaking the covenants and conditions set forth below, the Trust and Occupant hereby agree:

- 1. **The Premises.** The Trust hereby assigns to Occupant the right to enter upon, use and occupy the Premises as a family residence, and for no other purpose, on the terms and conditions below. The Occupant accepts the Premises in their current condition.
- 2. **Possession.** Occupant acknowledges that neither the Trust nor Occupant currently has possession of the Premises. A third-party currently resides on the Premises without the consent or authorization of Trust. By assigning its right of occupation, the Trust hereby authorizes Occupant to initiate such eviction rights as are be available under State law to gain possession.
- 3. **Term.** The term of this Agreement shall be month to month, beginning on the date of actual occupancy. Either party shall be entitled to terminate this Agreement at any time, with or without cause, by giving the other party at least 30-days advance written notice of termination. Occupant's move away from the Premises shall automatically constitute a termination of all occupancy rights under this Agreement. During any such notice period, Occupant shall continue to be bound by the terms of this Agreement.
- 4. **Monthly Assessment and Property Taxes.** The Occupant shall pay the Trust a Monthly Assessment of \$100.00, which shall be due before the last day of each month, beginning the first calendar month during which Occupant obtains actual occupancy of the Premises. Within thirty (30) days of receiving written notice, Occupant agrees to pay the property taxes attributable to the Premises as calculated by the Trust based on the County's appraised value of the Premises. The Occupant may pay to the Trust an estimated portion of the property taxes on a monthly basis. The Monthly Assessment and Property Taxes shall be paid to the Trust at: United Effort Plan Trust, P.O. Box 959, Colorado City, AZ 86021 on or before the due dates thereof.
- 5. **Additional Covenants, Obligations, and Acknowledgments.** The parties agree to the Additional Covenants, Obligations, and Acknowledgments set forth on the reverse side of this Occupancy Agreement.
- 6. **Disclaimer.** In signing this Agreement, the Occupant expressly does not consent to or acknowledge the propriety of the Court's actions in removing the former trustees, reforming the Trust, and/or appointing the Fiduciary. The signing of this Occupancy Agreement shall not be deemed to be an acknowledgment of support for the actions of the Court or the Fiduciary.

Bruce R. Wisan, in his capacity as Court-Appointed
Fiduciary of THE UNITED EFFORT PLAN TRUST

Occupant

Additional Covenants, Obligations and Acknowledgments

1. **Utilities.** Occupant agrees to pay all utility deposits and utility bills when due, including without limitation, electricity, gas, telephone, water, sewer and garbage service used in connection with the Premises.
2. **Insurance.** Occupant is encouraged to obtain property/casualty or other insurance for Occupant's personal property located on the Premises. Occupant acknowledges and agrees that the Trust shall have no obligation to maintain any insurance on the Premises.
3. **Obligation to Maintain/General Obligations/Surrender of Premises.**
 - a. To the extent permitted under applicable laws, Occupant shall at all times and at Occupant's own expense maintain the Premises in a clean, sanitary and safe condition including but not limited to, all electrical, cooling, heating, and plumbing systems and all appliances, fixtures, furniture and furnishings.
 - b. Occupant shall not damage any portion of the Premises or any other property owned by the Trust.
 - c. Occupant shall timely respond to all reasonable requests of the Trust to up keep, clean and maintain the Premises for the general welfare and safety of all persons residing on Trust property.
 - d. Occupant shall obtain the Trust's written approval before making any material improvements to the Premises.
 - e. All improvements to the Premises shall be in compliance with applicable building codes and other regulations.
 - f. Occupant shall provide written notice to the Trust of any intention to move from or vacate the Premises at least ten (10) days in advance.
 - g. At the termination of this Agreement, Occupant shall quit and deliver the quiet and peaceful possession of the Premises to the Trust or its agent in as good or better condition, ordinary wear and tear excepted, as when the Premises were accepted under this Agreement.
4. **Damage/Upkeep/Repairs to Premises.** Occupant shall pay all expenses for upkeep and repairs anywhere on the Premises.
5. **Assignment and Leasing.** Occupant shall not assign, pledge, or encumber this Agreement or lease the Premises or any part thereof to any party without the prior express written consent of the Trust.
6. **Waste, Nuisance or Unlawful Use.** Occupant shall not commit waste on the Premises, or maintain or permit to be maintained a nuisance on the Premises, or use or permit the Premises to be used in any unlawful manner.
7. **Inspection.** Upon reasonable notice and cause, Occupant will allow inspection of the Premises.
8. **Occupant's Default or Breach of Agreement.** If Occupant defaults in the payment of the monthly assessment or property taxes at the times specified above, Occupant shall cure such default within ten (10) calendar days after the Trust gives Occupant written notice thereof. If Occupant does not timely cure the payment default, or if Occupant defaults in the performance of or compliance with any other term, provision or condition of this Agreement and such default remains uncured after any applicable notice and cure period as provided under applicable law, this Agreement – at the option of the Trust – shall terminate and be forfeited, and pursuant to legal process the Trust may re-enter the Premises and retake possession and recover damages, including costs and attorney fees.
9. **Liability for Injury or Damage.** To the extent permitted under applicable law, the Trust, Fiduciary, and their agents shall not be liable for: a) any personal injury to any person occurring on the Premises; or b) any damage to property of Occupant.
10. **Waiver of Breach.** Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.
11. **Attorneys' Fees.** In the event any action or proceeding is brought by either party to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.
12. **Applicable Laws, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and enforced according to the law of the state in which the Premises are located. Any actions between the parties arising from this Agreement shall be brought and maintained in a court of competent jurisdiction in the County in which the Premises are located. To the fullest extent permitted under applicable laws, the Trust and Occupant hereby irrevocably waive any rights they may have to demand that any action between the parties arising from this Agreement be tried by a jury.
13. **No Waiver.** By signing this Agreement, the Fiduciary, the Trust, and Occupant are not waiving or releasing any claims or any rights and all such claims and rights are reserved.
14. **Occupant's Acknowledgments.** Occupant acknowledges that:
 - a. Occupant is eligible to occupy the Premises as a beneficiary of the Trust and not as a tenant;
 - b. This Agreement is not a tenancy agreement and any laws regarding landlord/tenants relations have no application to this Agreement.
 - c. The Occupant does not make any claim to private ownership of the Premises, but acknowledges that the Premises belong to the Trust.