

BYU-I Student Landlord Contract (Christmas Break)

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| Complex Name: ParkView Apartments | Web Address: www.glasscreekproperties.com |
| Address: 154 South 3rd West Rexburg, ID 83440 | |
| Telephone Number: 208-356-3697 | Fax Number: 208-356-6917 |
| Alternate Phone Number: 208-403-4510 | Email Address: cory@glasscreekproperties.com |

| | | | |
|--|------------------|--------------------------|-------|
| Student's Name: | | Date: | |
| BYU-I E-mail Address: | | SS# | |
| Home Street: | City: | State: | Zip: |
| Home Phone: | | Cell Phone: | |
| Parent's / Guardian's Name: | | | |
| Parent's Signature: | | | |
| Occupancy Dates | Occupancy Start: | Occupancy End: | |
| Type of Apartment / Room: <input type="checkbox"/> Private <input checked="" type="checkbox"/> Shared <input type="checkbox"/> Other _____ | | | Apt # |
| I acknowledge that I have read and agree with all terms of this Contract including the provisions found below, which are incorporated by reference, parking contract, if applicable, and approved addenda. | | | |
| Student Signature _____ | | Landlord Signature _____ | |

CERTIFICATION OF STUDENT STATUS:

I hereby certify that I am a "student" and am eligible to rent and reside in BYU-I approved housing, i.e., I have been admitted to a track as a student of BYU-I (Continuing Education excluded if not admitted to a track). I understand that I cannot live in approved housing prior to my assigned semester start date. I recognize that if I become a student enrolled in any other institution or school, I am not eligible to live in BYU-I housing. I further certify that I have never been evicted or had my tenancy terminated from BYU-I approved housing for violation of the BYU-I Honor Code or the BYU-I Apartment Living Standards nor have I been dismissed, suspended, nor have I withdrawn (in lieu of being suspended or dismissed) from BYU-I for academic or non-academic reasons, nor am I registered as a sex offender. I agree to live in BYU-I approved housing under the principles of the BYU-I Honor Code, the BYU-I Approved Housing Living Standards, and the gender separation policy. I recognize and understand that my declaration of status as a student and continual maintenance of such status is material to and relied upon by the landlord in entering into this rental agreement and any misrepresentation found herein is a ground for immediate termination of this rental agreement and such other legal and equitable remedies as the landlord may pursue.

Student Signature _____
Date

COMPLIANCE WITH APARTMENT LIVING STANDARDS:

I agree to comply with, and acknowledge the landlord's and my responsibility to maintain the BYU-I Apartment Living Standards as listed below and to help other students maintain the same. Failure to meet these expectations can be sufficient cause for termination of this Contract and eviction.

(a) Guests of the Opposite Sex - Visitors of the opposite sex are permitted in living rooms and kitchens, but not in the bedrooms in on- or off-campus living units. Must have three people in the apartment with front blinds/drapes open. The use of bathroom areas by members of the opposite sex is not appropriate unless emergency or civility dictate otherwise and then only if the safety, privacy, and sensitivity of other residents are not jeopardized. Visiting hours extend from noon until 15 minutes before curfew. (Curfew is 12 a.m. Saturday through Thursday and 1 a.m. on Friday.)

(b) Conduct - All students conduct themselves in a manner consistent with the principles of The Church of Jesus Christ of Latter-day Saints and BYU-I Student Honor. Furthermore, all students living in university-approved housing are required to abstain from possessing, serving, or consuming alcoholic beverages, tobacco, tea, coffee, and harmful drugs. Involvement with gambling; pornographic, erotic or indecent materials (including inappropriate Internet sites); disorderly, obscene or indecent conduct or expressions; or with other offensive materials, expressions, or conduct; or disruptive behavior, or other violations which are inconsistent with the principles of the Church and the BYU-I Honor Code, is not permitted in student housing. Firearms, knives, ammunitions, explosives, or any devices which intended use is capable of inflicting injury or damaging property, are not permitted in student apartments. All guests of students must observe these standards while on the premises of university owned or approved housing.

(c) Dress and Grooming Standards - All students of must abide by the BYU-I dress and grooming standards.

(d) Maintaining the Standards - Students are expected to help their guests and other residents understand and fulfill their responsibility under the BYU-I Apartment Living Standards and BYU-I Student Honor.

Student Signature _____
Date

PARKING ACKNOWLEDGMENT

I know and understand that whether I own or operate a motor vehicle, I am responsible to know the parking guidelines and requirements of the housing complex and abide by them. I also understand that I have a responsibility to reasonably inform guests that visit my apartment complex of the parking requirements. I understand that if I or any of my guests park illegally (e.g., in a resident's or handicapped stall for which I or my guest(s) do not have a permit, outside of a designated stall, in a "no parking zone," etc.), I or my guest(s) accept the risk of being booted or towed. I understand that if a car is booted or towed while legally parked there is a limited appeal to the BYU-Idaho Housing & Student Living Office.

Student Signature _____
Date

1. COST OF ACCOMMODATIONS & SERVICES:

| | |
|--------------------------------|------------------------|
| Security Deposit | \$ 150 |
| <i>Refundable portion</i> | \$ 100 |
| <i>Non-refundable portion</i> | \$ 50 |
| Rent | \$150 |
| Late Fees (See Late Fees) | \$ |
| Parking (See Parking Contract) | \$ |
| Utilities | \$ see addendum |
| Other | \$ |
| Total | \$ 300 |

PAYMENT SCHEDULE (see addendum)

| | | | | |
|---------------|-----------|-----------|-----------|-----------|
| Date | | | | |
| Amount | \$ | \$ | \$ | \$ |

2. PAYMENT OBLIGATION:

The undersigned agrees (A) to assume full, legal obligation for payment according to the terms of the Contract, (B) to pay late fees in the amount of \$ 25, if not paid within 5 days of the first of each month that rent is due, and interest at 15% per annum on any past-due (unpaid after 30 days of the date due) accounts, (C) to pay all costs of collection including reasonable attorney's fees, and (D) submit to mediation and arbitration all disputes concerning payment. Amounts under \$250 are subject to mediation, but are not eligible for arbitration. (The failure to abide by the arbitration ruling may result in the student losing eligibility to continue as a student.)

3. DEPOSIT/APPLICATION FEES:

The payment of **\$150** serves as a security deposit and may include a non-refundable portion, as stated above in paragraph 1. Those items which may be expensed against the deposit include: late or unpaid rent, penalties and interest, costs of collection, damage to the premises beyond usual wear and tear, any fees called for under this Contract including cancellation fees, liquidated damages for cancellation of this Contract as provided for in paragraph 4 below, and such additional charges as are found in the university-approved addenda.

All tenants will be given a signed, itemization of deduction, along with the deposit balance within 30 days following termination of tenancy. In order to expedite return of the deposit, student should provide manager with mailing address and/or self-addressed, stamped envelope. Any objection to the itemization and returned deposit must be submitted in writing to the landlord within 90 days or all claims are waived. Unresolved issues concerning the deposit return shall be subject to mediate/arbitration.

4. CANCELLATION/TERMINATION OF CONTRACT:

(All notifications must be submitted in writing, to the last known address. Refunds provided herein will be received within 30 days, after notice is provided.)

PRIOR TO COMMENCEMENT DATE: (A) Either party may cancel this Contract up to 61 days prior to occupancy beginning by written notice and a **\$100** fee. (B) Individuals who have entered into this Contract anticipating admission to BYU-I who are ultimately not admitted shall be refunded all monies paid, including the full security deposit upon prompt notification that their admission was denied. (C) New students may not contract for a semester prior to their admissions track; if a Contract is for a period outside of an admission track, the Contract shall be rolled to and valid for the next admitted semester. (D) This Contract may not be cancelled less than 60 days prior to semester occupancy, unless such cancellation is consented to by both parties hereto. A breach of this Contract by the student failing to take possession leaves the student with the full obligations found herein unless the student can provide a suitable replacement approved by the Landlord, which approval cannot be unreasonably withheld. If a suitable replacement is agreed upon, the Landlord will provide the student in writing a release-of-obligation. If the student seeks cancellation less than 60 days before occupancy as stated above, Landlord may collect for all the obligations contained in this Contract but must demonstrate commercially reasonable efforts to mitigate damages by filling the leased space.

TERMINATION BY STUDENT: (A) Students moving from this approved housing (including those evicted for violation of any provision of this agreement, including for university disciplinary reasons), but continuing as students, are obligated to fulfill the terms of the contract including full-payment (unless an acceptable substitute can be arranged as stated above) and may forfeit the student's security deposit. (B) Students withdrawing from BYU-I are under full obligation of this agreement including full payment (unless an acceptable substitute can be arranged as stated above) and may forfeit security deposit monies. This includes those asked to leave by the University for disciplinary or academic reasons. (C) In the following cases, the student may terminate this Contract without penalty, or further obligation: (1) Death of student, (2) Unforeseeable and unexpected catastrophic loss or serious illness, (3) Called into active military duty. In such instances prompt notification must be given the landlord and where reasonable appropriate verification provided. All rent will be prorated from the date of notice.

TERMINATION BY LANDLORD: In any of the following instances the landlord may elect to terminate this contract, re-enter, and take

possession of the premises after notification as per Idaho law: (A) failure of student to make any payment under this Contract when due; (B) when cost of damages caused by student or any guests of the student exceeds the amount of the security deposit; (C) when student causes any material, substantial, or continuing breach of this Contract; (D) when student violates the Apartment Living Standards; (E) when the student is not or fails to maintain eligibility to live in BYU-I Approved Housing (See Certificate of Student Status above); (F) when student's conduct interferes with other residents' rights to peaceful enjoyment of the premises, recklessly endangers human life including self, or when the student assaults, harasses, disturbs the peace, intentionally damages, defaces or destroys the property of or threatens physical harm against other students, the landlord; or (G) when student suffers, permits, or maintains any nuisance, or any health or safety hazard on the premises. Student agrees to cover all costs of eviction, including legal penalties provided by law and attorney's fees, if there is failure to comply with any legal notices of eviction or court order.

UNIVERSITY TERMINATION OF APPROVED HOUSING: Upon five days written notice to the landlord, student may terminate this Contract at any time ParkView Apartments does not have BYU-I approved status. The landlord agrees to remit within five days of the date of the written notice the balance of any prepaid rental and/or deposit monies to any students electing to terminate this Contract. The landlord may only pro-rate rents and amounts expensed against the deposit according to the *Deposit/Application* section above.

TRANSFER OF STUDENTS: Landlord reserves the right to transfer or consolidate students to other than the originally assigned apartment/room. When applicable, the cost of re-connect fees for telephone or Internet service will be paid to student (1) as a credit toward current balance or (2) immediate check if no balance is owed.

5. HOUSING REGULATIONS:

Students, their guests, on-site managers, and other employees are required to conduct themselves in accordance with the BYU-I Honor Code and abide by the BYU-I Student Handbook at www.byui.edu/handbook, and approved addenda/Resident Hall Guidelines, etc. which are incorporated, by reference, as part of this Contract. Failure to comply with the terms of this Contract will be seen as a material breach of this Contract and dealt with accordingly. For purposes of interpretation, all matters found in this Contract shall control over other terms which may be found in the BYU-I Student Handbook, which in turn shall have precedence over any approved addenda which may be attached hereto. No modifications of this Contract may be made by interlineations or other writing unless such other writing is approved by BYU-I's Housing Office.

6. PROTECTION OF PERSONAL PROPERTY:

Students living in approved housing waive all claims against the landlord for personal injury or loss of or damage to clothing, valuables, or other personal property, including money, unless such loss or damage is due to negligence of the landlord. It is recommended that students carry their own renter's insurance to cover personal-property losses.

7. RIGHTS OF POSSESSION, PRIVACY, AND ENTRY:

Student will not be unjustly evicted and neither the Student nor the Landlord will harass or retaliate against the other for any reason. Landlord may not enter the student's apartment without consent of at least one of the residents, or after giving 12-hour's notice either delivered to the student or posted in a conspicuous place stating an intent to enter. Landlord reserves the right to enter student apartment or rooms with reasonable notice and after knocking for emergencies, maintenance, repairs, cleaning, inspection, to ensure compliance with the Honor Code, and to show apartment to prospective students. Reasonable notice will be deemed given when repairs are requested by student and Landlord enters at a reasonable time of day and after knocking.

8. GUESTS:

Overnight guests are discouraged, but may stay with the explicit consent of the manager and roommates. Extended or excessive number of stays are not permitted. A guest fee may be charged. Guests must be the same gender as the other residents, and must abide by the BYU-Idaho Honor Code and Apartment Living Standards.

9. PROPERTY CONDITION:

STUDENT OBLIGATION: Student accepts the premises as being in good order, and reasonably clean, unless otherwise indicated in writing submitted to the Landlord within 48 hours of commencing occupancy. Student agrees to (A) maintain property in a reasonably clean and safe condition with no alterations of any kind, (B) use reasonable care in consumption of utilities and services, (C) avoid unreasonable noise or other disruption of peaceful enjoyment of others, (D) be responsible for damages caused by them or guests which is beyond reasonable wear and tear, and (E) to notify landlord of needed repairs or violations of the BYU-I Honor Code or Apartment Living Standards.

LANDLORD OBLIGATION: Landlord agrees to (A) maintain the property in compliance with all applicable state, county, and city laws and the BYU-I Minimum Environmental Specifications (BYU-I Approved Housing Guidebook, incorporated herein by reference), (B) to provide furnishings or appliances in a safe, reasonably clean, and operable condition, (C) to respond promptly to emergencies, urgent problems, or repairs of property, and (D) to work with due diligence to correct any problems.

10. ABANDONED PROPERTY:

Upon termination of this Contract, the student will immediately vacate the premises and remove all student's and student's guest's property. Landlord and student agree that if any personal or student's guest's property is left on the premises or in any storage facility after the Contract is terminated, Landlord may assess a minimum handling fee of \$150 to dispose of the property. Landlord will make reasonable efforts to contact student concerning the property, permit the student to enter and remove the property; but in any event the landlord may dispose of the property by sale or otherwise after thirty days. Money received from disposing of the property may be applied to outstanding amounts due, or offset against the cost of disposal or expense of handling the property.

11. DISPUTE SETTLEMENT/ARBITRATION:

Landlord and student agree that should any dispute arise concerning any matter covered by the Contract and should that dispute not be resolved to both parties' satisfaction the matter shall be submitted to mediation and binding arbitration as contained in the BYU-Idaho Student Handbook and at www.byui.edu/housing. All parties agree to mediate in good faith and to abide by any decision rendered by the Arbitration board, including any monetary award made.

Park View Apartments

BYU-Idaho Contract Addendum

Shared Room (Christmas Break)

1. **Rent**: Rents are due and payable using one of the following three methods: Tenants initials required. (**Rents shown are base amounts; rent may increase due to items mentioned in paragraph (2) below.**)
 - A. Rents may be paid by semester in the amount of One Hundred Fifty Dollars (**\$150.00**). Rent is due the day tenant moves into the apartment or the first day of class unless prior arrangements have been made.
Tenant initials _____ date _____

If rents have not been paid within 5 days of the due date a late fee of Twenty Five Dollars (**\$25.00**) will be assessed plus Five Dollars (**\$5.00**) per day until rent is received. Tenant will be charged Thirty Five Dollars (**\$35.00**) for any returned or bounced check in addition to the late fees listed above.
2. **Utilities**: The Following Utilities will be paid by management:
 - A. Water, Sewer, Garbage
 - B. Cable TV, High Speed Internet
 - C. Gas
 - D. Electricity
 - one refrigerator/freezer combo per six tenants
 - one television per six tenants

Tenant must initial this section:
If tenant brings additional appliances into the apartment, he shall pay

 - \$25 additional rent for the semester for each television or mini fridge
 - \$45 additional rent for the semester for any other full size appliance

payable in full or in part according to the payment schedule elected in (1) above.
Tenant initials _____ date _____
3. **Security Deposit**: Management acknowledges receipt of one hundred fifty dollars (**\$150.00**) as a deposit to indemnify owner against damages to the property. Deposit will be returned to Tenant, less a \$50.00 processing fee, thirty (30) days after the residence is vacated based on the following conditions:
 - A. Lease term has expired or both parties have terminated the agreement.
 - B. All monies due Management by Tenant have been paid.
 - C. Residence is not damaged and is left in its original condition, normal wear and tear expected.
 - D. Deposit will not be returned if Tenant leaves before lease term is completed. Deposit may be applied by Management to satisfy all or part of Tenant's obligations, and such act shall not prevent Management from claiming damages in excess of the deposit. Tenant may not apply the deposit to any of the rent payment.
 - E. Deposit will not be returned if washer and dryer are used by persons other than tenant and/or roommates.
4. **Cleaning Checks**: Cleaning inspections shall take place at Management's discretion during the semester. Failure of cleaning checks will result in loss of part or all of Security Deposit.
5. **Apartment Furniture**: Apartments are furnished with all required furniture as per the BYU-I housing guidelines. No furniture will be allowed to be brought into an apartment without a physical inspection performed by Management (this is to prevent the spread of bed bugs or other pests that can infect an apartment). All furniture must stay inside the apartment and cannot be removed for any reason.
6. **Mattress Pad**: All tenants must provide a mattress pad upon moving into an apartment. An inspection will be done one week after check in to insure mattress pads are on each bed.
7. **Bar-B-Q Grills**: No grills are allowed to be used within 30 ft of any building.