

Brigham Young University-Idaho Student Landlord Contract

Complex Name: Colonial Heights Townhouses	Website: www.colonialheightstownhouses.com
Address: 371 Harvard Avenue (Managers Apt. #1), Rexburg, Idaho 83440	
Telephone Number: 208-356-6752	Fax Number:
Alternate Phone Number: 208-483-2652	E-mail: colonial@ida.net

Student's Name:		BYU-I E-mail:	
Home Address:			
City:	State:	Zip:	Cell Phone #:
Occupancy Dates: (circle one) 2012 Winter Semester (Jan.-Apr.) 2012 Spring Semester (Apr.-July) 2012 Fall Semester (Sept.-Dec.)			
Type of Apartment/Room: <input type="checkbox"/> Private <input type="checkbox"/> Shared		Apt # and/or roommate preference:	
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 addendum.			
Student Signature	Date	Landlord Signature	Date

ELIGIBILITY FOR APPROVED HOUSING

I hereby certify that I am a "student" in good standing and am eligible to rent and reside in BYU-Idaho approved housing. I have been admitted to a track as a student at BYU-Idaho. (Students enrolled in Continuing Education who are not admitted to a track are not eligible.) I understand that I cannot live in approved housing prior to my assigned semester start date or after graduation. I recognize that if I become a student enrolled in any other institution or school, I am not eligible to live in BYU-Idaho approved housing. I further certify that I am not registered as a sex offender. I recognize and understand that my certification of student status and continual maintenance of such status is material to and relied upon by Landlord in entering into this rental agreement. Any misrepresentation found herein is grounds for immediate termination of this rental agreement and such other legal and equitable remedies as Landlord may pursue. (See section 5 for more information.)

Student Signature **Date**

COMPLIANCE WITH APARTMENT LIVING STANDARDS

I agree to comply with and acknowledge Landlord's and my responsibility to maintain the BYU-Idaho Apartment Living Standards as stated in the *Approved Housing Guidebook* (<http://www.byui.edu/housing/guidebook>). Students are expected to help their guests and other residents understand and maintain the BYU-Idaho Apartment Living Standards. Failure to meet these expectations can be sufficient cause for termination of this Contract and eviction.

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 through the mediation/arbitration process found in the *Approved Housing Guidebook*.

Student Signature **Date**

1. COST OF ACCOMMODATIONS & SERVICES:

Application Fee	\$ 0
Security Deposit	\$ 100
Utilities Deposit	\$ 0
Rent	\$ 850 per semester
Private Room (additional charge)	\$100
Parking Permit Fee	\$ 0
Total	\$950(shared) \$1050(Private room)

PAYMENT SCHEDULE:

Rent is due in advance. If rent is received before the first day of contract, tenant will receive a discount of \$50.

2. PAYMENT OBLIGATION: The undersigned agrees to: (A) assume full, legal obligation for payment according to the terms of this Contract; (B) **pay late fees in the amount of \$ 25, if not paid within 5 days of the due date and interest at 10% per annum on any past-due (unpaid after 30 days of the date due) accounts;** (C) pay all costs of collection including reasonable attorney's fees; and (D) submit to mediation and arbitration all disputes concerning payment. Failure to abide by the arbitration ruling may result in Student losing eligibility to continue as a student.

3. DEPOSIT/APPLICATION FEES: The payment of \$ 100 serves as a security deposit and may include an application fee and utilities deposit as stated in section 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/transfer fees, liquidated damages for cancellation of this Contract as provided for in section 4, and such additional charges as are found in the University-approved addendum.

Student 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 Landlord within 90 days or all claims are waived. Unresolved issues concerning the deposit return shall be subject to mediation/arbitration.

4 CANCELLATION/TRANSFER OF CONTRACT PRIOR TO OCCUPANCY

START DATE: (A) Up to 61 days prior to contract occupancy start date: Either party may cancel this Contract by written notice and a \$100 fee paid by the initiating party. If Landlord initiates the cancellation request, a full refund of all monies paid including the cancellation fee will be returned to Student within 15 days; (B) **Within 60 days of occupancy start date:** This contract may not be cancelled within 60 days prior to semester occupancy start date unless agreed upon in writing by both parties. Student, however, may find a suitable replacement for his/her Contract. When a suitable replacement is provided (acknowledgement of suitability cannot unreasonably be withheld), Landlord will notify Student in writing of Student's release of obligation and refund any monies paid minus a \$100 transfer fee. If Student is unable to provide a suitable replacement, 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; (C) Individuals who have entered into this Contract anticipating admission to BYU-Idaho who are ultimately not admitted shall be refunded all monies paid, including the full security deposit upon prompt notification that their admission was denied; (D) New students may not contract for a semester prior to their assigned track.

5. BREACH OF CONTRACT BY STUDENT: Student may be in breach of Contract for the following reasons: (A) Student voluntarily withdrawing from BYU-Idaho during a semester; (B) Student is required to leave University for violation of the Honor Code, Academic Suspension, or when Student fails to maintain eligibility to live in student-approved housing. (Students who have lost their eligibility cannot continue living in student housing. See "Eligibility for Approved Housing"); (C) Student fails to make any payment under this contract when due; (D) When cost of damages caused by Student or any guests of Student exceeds the amount of the security deposit; (E) When Student violates the Apartment Living Standards; (F) When Student conduct interferes with other residents' rights to peaceful enjoyment of the premises, recklessly endangers human life including self, or damages, defaces, or destroys the property of or threatens physical harm against other students or 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. Student is under full obligation of this agreement including payment in full unless a suitable replacement can be found as stated in section 4(B).

6. BREACH OF CONTRACT BY LANDLORD: Landlord may be in breach of Contract for the following reasons: (A) Landlord fails to maintain complex according to BYU-Idaho requirements as stated in the *Approved Housing Guidebook*; (B) Landlord materially misrepresents complex on website and/or in written information such as e-mails, flyers, brochures, etc.; (C) When Landlord suffers, permits, or maintains any nuisance or any health or safety hazard on the premises. Landlord agrees to release Student from this Contract and cover moving costs.

7. TERMINATION OF CONTRACT AFTER OCCUPANCY START DATE: If there is no breach of Contract by either Student or Landlord as indicated above, this Contract may be terminated for the following reasons upon the agreement of both parties: (1) Unforeseeable and unexpected catastrophic loss or serious illness; (2) Death of Student; (3) Student called into active military duty. In such instances, appropriate verification must be promptly provided to the Landlord. All rent will be prorated from the date of notice and the contract will be terminated without penalty or further obligation.

8. UNIVERSITY TERMINATION OF APPROVED HOUSING: When BYU-Idaho notifies Landlord that his/her approved housing status has been revoked, Student may terminate Contract by written notice within five days. Landlord agrees to remit within five days of the date of the written notice from Student the balance of any prepaid rent and/or deposit monies to any Student electing to terminate this Contract. Landlord may only pro-rate rents and amounts expensed against the deposit. (See section 3.)

9. TRANSFER OF STUDENT WITHIN COMPLEX: A request for transfer to an apartment/room other than the original assignment may be made by either Landlord or Student using the following process: (A) The initiating party requests either in person or in writing, to the best known address, the reason for the transfer; (B) A written response is due seven days after date of correspondence; (C) Agreement to the reassignment cannot unreasonably be withheld; (D) If no reasonable justification for denying the reassignment is given or no timely response is provided, consent to the request is deemed to have been given.

10. HOUSING REGULATIONS: Student, his/her guests, on-site managers, and other employees of the property are required to abide by the BYU-Idaho Honor Code, Apartment Living Standards, and the approved addendum 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. No modifications of this Contract may be made by interlineations or other writing unless such other writing is approved by the BYU-Idaho Housing & Student Living Office.

11. RIGHTS OF POSSESSION, PRIVACY, AND ENTRY: Student will not be unjustly evicted and neither Student nor Landlord will harass or retaliate against the other for any reason. Landlord may not enter Student's apartment without consent of at least one of the residents or after giving 12-hours notice either delivered to Student or posted in a conspicuous place stating 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 tenants. Reasonable notice will be deemed given when repairs are requested by Student and Landlord enters at a reasonable time of day and after knocking.

12. PROPERTY CONDITION:

STUDENT OBLIGATION: Student accepts the premises as being in good order and reasonably clean unless otherwise indicated in writing to 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 him/her or guests which are beyond reasonable wear and tear; (E) notify Landlord of needed repairs; and (F) notify Landlord of violations of the BYU-Idaho 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-Idaho Uniform Physical Condition Standards (BYU-Idaho *Approved Housing Guidebook* incorporated herein by reference); (B) provide furnishings and appliances in a safe, clean, and operable condition; (C) respond promptly to emergencies and maintenance requests; and (D) work with due diligence to correct any problems.

13. ABANDONED PROPERTY: Upon termination of this Contract, 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 Contract is terminated, Landlord may assess a maximum handling fee of \$150 to dispose of the property. Landlord will make reasonable efforts to contact Student concerning the property and permit Student to enter and remove the property. Landlord may dispose of the property by sale or otherwise after 30 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.

14. PROTECTION OF PERSONAL PROPERTY:

Student waives all claims against 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 Landlord. It is recommended that Student carry his/her own renter's insurance to cover potential personal-property losses. Landlord who disposes of personal property belonging to a current Student without permission of Student will reimburse Student for fair market value of item(s).

15. GUESTS: Overnight guests are discouraged but may stay with the explicit consent of the manager and roommates. Extended or excessive number of stays is 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.

16. DISPUTE SETTLEMENT/ARBITRATION: Landlord and Student agree that should any dispute arise concerning any matter covered by this 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 Approved Housing Guidebook* and at www.byui.edu/housing. All parties agree to mediate in good faith and to abide by the decision rendered by the Housing & Student Living Arbitration Board including any monetary award made.

Colonial Heights Townhouses

Addendum

1) Parking: Are you bringing a vehicle (yes / no)

Make / Model _____

License _____

If you circled no, this contract is legally sold without a parking pass. Tenants bringing vehicles will need to pick up a parking permit from the managers.

2) Bicycles: Residents may not store bicycles in the apartment at any time. Colonial Heights will not be responsible for loss or damage to anyone's bicycle. Any bicycles left on the premises at the end of contract dates, will be considered abandoned property.

3) Check-in Procedures: All tenants **MUST** check-in with the managers, to receive a key, pay their rent and sign up for a parking pass, **BEFORE** moving into their assigned apartments. (This includes tenants who may have left their belongings from the previous semester.) Tenants must make a reservation (\$10 per day) to check in before the semester contract date begins.

Checkout Procedures: Upon closing date of contract, tenant agrees to vacate the premises and remove ALL belongings. At the end of each semester tenants are required to pass a white-glove cleaning assignment and leave a self-addressed stamped envelope, with the managers, for their return deposit. Charges against the deposit may be made for the following reasons:

- 1) If white-glove cleaning is not satisfactory, a cleaning crew will be hired and the tenant will be charged \$15 per hour. If tenant is not ready at assigned time for his white-glove inspection, \$5 will be charged.
- 2) If a self-addressed stamped envelope is not provided, the tenant will be charged \$2.
- 3) Damages to the rental unit over and above normal wear and tear. Actual amount of the repair or replacement will be charged. Cost of damages over the deposit amount of \$100 will be paid immediately by the responsible tenant(s).
- 4) Tenants are not allowed to use nails in the walls. Please use rubberized putty or thumbtacks. Nail holes will be charged at \$1 per nail.
- 5) Tenants are required to pass a weekly cleaning assignment or \$5 per failure (after 3 warnings) will be withheld.

Students are not allowed to stay at Colonial Heights over Christmas break, as managers are not required to be present.

4) Keys: Keys to the apartments will be issued by the manager. Tenants are advised to keep their apartments locked at all times when not occupied. Colonial Heights assumes no responsibility for damaged or stolen personal items. No keys are to be duplicated by anyone except management. Key replacement is \$35.

5) Linen: Tenants need to bring their own sheets, pillow, pillowcases, blankets, bedspreads, towels, and mattress covers. **(Mattress covers are mandatory.)**

6) Car Repair/Maintenance: Vehicle repairs (or changing oil) on the premises is **NOT ALLOWED**.

7) Fire/Safety: All burning embers, such as incense, and open flames are prohibited. **It is illegal to tamper with fire extinguishers.**

GREAT CARE SHOULD BE TAKEN TO SEE THAT BEDDING (SHEETS, BLANKETS, BEDSPREADS) ARE AWAY FROM BASEBOARD HEATERS.

8) Furniture: Apartment furniture must remain in assigned area. **No furniture may be moved out of the apartment to which it is assigned without management approval. (This includes moving it outside to the front or back porches.)**

9) Pets: No pets of any kind will be permitted at Colonial Heights Townhouses. This includes, but is not limited to: fish, insects and reptiles.

I have read and agree to follow the Colonial Heights Addendum.

(student signature)

(date)