

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 (acknowledgment 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 attempting to fill the leased space; (C) 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 property according to BYU-Idaho requirements as stated in the *Approved Housing Guidebook*; (B) Landlord materially misrepresents property on website and/or in written information such as e-mails, flyers, brochures, etc.; or (C) 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 event or serious illness; or (2) Student called into active military duty. In such instances, appropriate verification must be promptly provided to the Landlord. In the event of the death of a Student, Landlord will be notified by family and/or the University. For all reasons stated above, 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 the approved housing status of his/her property 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. Landlord will prorate the rent from the date of checkout. See section 3 for amounts that may be expensed against the deposit.

9. TRANSFER OF STUDENT WITHIN THE PROPERTY:

LANDLORD: A request for transfer to an apartment/room other than the original assignment may be made by Landlord using the following process: (A) Contact the Student 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) 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.

STUDENT: A request for transfer to an apartment/room other than the original assignment may be made by Student using the following process: (A) Contact the Landlord in writing stating the reason for the transfer; (B) Landlord will respond within seven days after date of correspondence either allowing the transfer or stating a reasonable explanation for denying the request.

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. Student agrees to notify Landlord of violations of the BYU-Idaho Honor Code or Apartment Living Standards. 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; and (E) promptly notify Landlord in writing of maintenance concerns or needed repairs.

LANDLORD OBLIGATION: Landlord agrees to: (A) maintain the property in compliance with all applicable state, county, and city laws and codes and the BYU-Idaho Uniform Physical Condition Standards as stated in the *Approved Housing Guidebook*; (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 Landlord 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 to work in good faith toward the resolution of any dispute covered by this Contract. Unresolved disputes may be submitted to binding arbitration outlined in the *Approved Housing Guidebook*. All parties agree to abide by the decision rendered by the arbitration board including any monetary award made.

I acknowledge that I have read and agree with all terms of this Contract including the University-approved addendum (if applicable) incorporated herein by reference.

| | | | |
|-------------------|------|--------------------|------|
| Student Signature | Date | Landlord Signature | Date |
|-------------------|------|--------------------|------|

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. Students bringing vehicles will need to pick up a parking permit from the managers.

2) Bicycles: Students 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 and will be handled per section 13 of the BYU-Idaho Student Landlord Housing Contract.

3) Check-in Procedures: All students 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 students who may have left their belongings from the previous semester.) Students must make a reservation (\$10 per day) to check-in before the semester contract date begins.

Checkout Procedures: Upon closing date of contract, student agrees to vacate the premises and remove ALL belongings. At the end of each semester, students 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:

- A) If white-glove cleaning is not satisfactory, a cleaning crew will be hired and the student will be charged \$15 per hour. If student is not ready at assigned time for his white-glove inspection, \$5 re-check fee may be charged.
- B) 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 student(s).
Students are not allowed to use nails in the walls. Please use rubberized putty or thumbtacks. Per section 12 (A) of the BYU-Idaho Student Landlord Housing Contract, "student agrees to maintain property with no alterations of any kind" and that includes putting nails in the walls.
- C) Students are required to pass a weekly cleaning assignment. Students who do not clean may be charged a \$5 failed clean check fee.

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. Students 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/Light Bulbs: Students need to bring their own sheets, pillow, pillowcases, blankets, bedspreads, towels, and mattress covers. **(Mattress covers are mandatory.)** Landlord agrees to have working light bulbs in all fixtures throughout the apartment when students move in. Students are responsible to replace burnt out light bulbs during their stay at Colonial Heights.

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.

THE LINT TRAPS IN EACH DRYER MUST BE CLEANED BETWEEN EACH USAGE.

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 are permitted at Colonial Heights Townhouses. This includes, but is not limited to: fish, insects, and reptiles.

I agree not to tamper with, add to, or change Colonial Heights Internet networking in any way. I also agree not to add any amenity to my apartment that would increase the utility fees including but not limited to portable AC units and refrigerators.

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

(Student Signature)

(Date)