

Brigham Young University-Idaho Student Landlord Housing Contract

Updated February 2019

Property Name: Colonial Heights Townhouses		Website: www.colonialheightstownhouses.com	
Address: 371 Harvard Ave Rexburg, Idaho 83440			
Telephone Number: (208) 356-6752 (Managers)		Fax Number:	
Alternate Phone Number: (208) 483-2652 (owners)		E-mail: colonialheightstownhouses@gmail.com	

Student's Name:			BYU-I E-mail:		
Home Address:					
City:		State:	Zip:	Cell Phone #:	
Fall Semester Winter Semester Spring Semester		Circle one	Occupancy Start Date:		Occupancy End Date:
Room Request: Private <input type="checkbox"/> Shared <input type="checkbox"/>					

ELIGIBILITY FOR APPROVED HOUSING

I hereby certify that I have been admitted to a track as a student at BYU-Idaho. Furthermore, I am a student in good standing and am eligible to rent and reside in BYU-Idaho approved housing. I recognize and acknowledge that Online-only, Continuing Education, and Pathway students are not eligible to live in approved housing. I understand that I cannot live in approved housing prior to my assigned semester start date or after graduation even though I may be taking post baccalaureate classes. I recognize and understand that my certification of student status and responsibility to maintain my student eligibility while attending BYU-Idaho is material to and relied upon by Landlord in entering into this rental agreement. I further certify that I am not registered as a sex offender. Any misrepresentation found herein is grounds for immediate termination of this rental agreement and such other legal and equitable remedies as Landlord may pursue.

Student Signature

Date

COMPLIANCE WITH APARTMENT LIVING STANDARDS

I agree to comply with and acknowledge Landlord's and my responsibility to maintain the Apartment Living Standards as stated in the BYU-Idaho *Approved Housing Guidebook* incorporated herein by reference, including but not limited to the following policies: no pets of any kind are allowed in approved housing; firearms and weapons are strictly prohibited and cannot be stored anywhere on the premises of an approved housing property including but not limited to the apartment, a parked car, or an on-site manager's private residence; curfew hours and visitation restrictions of the opposite gender. 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 the Contract and eviction.

Student Signature

Date

PARKING ACKNOWLEDGEMENT

I know and understand that whether or not I own or operate a motor vehicle, I am responsible to know the parking guidelines and requirements of the housing property and abide by them. I also understand that I have a responsibility to reasonably inform guests who visit my apartment 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.

Student Signature

Date

1. HOUSING COSTS:

Processing Fee (non-refundable)	\$
Security Deposit (refundable)	\$100
Rent	\$900(shared) \$1000 (Private)
Total	\$

Rent received in full before the first day of the contract will receive a \$50 discount. An optional payment plan is available upon request from the manager. A \$25 payment plan fee will be included with the first payment.

PAYMENT SCHEDULE:

Date	On or before first day of contract
Amount	\$1000(shared) \$1,100 (Private)

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; and (C) pay all costs of collection including reasonable attorney's fees. For disputes, see section 16.

3. SECURITY DEPOSIT: The payment of \$100 serves as a security deposit. Those items which may be expensed against the security 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 and 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 must be given a signed, itemization of deduction along with the deposit balance within 30 days following termination of tenancy or all claims are waived and Student shall receive a complete refund of the security deposit. Landlord may not assess or attempt to collect additional fees, for any reason, after the 30-day window. In order to expedite return of the deposit, Student should provide manager with a current mailing address and/or self-addressed, stamped envelope. Any objection to the itemization and returned deposit must be submitted in writing to Landlord within 30 days or all claims are waived. Unresolved issues concerning the deposit return shall be subject to mediation and binding 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 (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 approved housing. Students who have lost their student eligibility cannot continue living in BYU-Idaho approved 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 Contract 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; (2) Unexpected serious illness; or (3) 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 by email, text, or letter to Student 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 and city laws and codes and the BYU-Idaho Uniform Physical Condition Standards delineated 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 promptly and 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 \$100 to dispose of the property. Justification of an abandoned property fee must be made in the itemization provided to Student with the returned security deposit. 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 Student with a current or future housing contract 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 not otherwise required to be submitted to arbitration by the terms of this Contract 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
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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. Parking Passes not returned at the termination of your contract will be charged a \$35 replacement fee.

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 will 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 or you will be charged \$35)** 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 IN OR OUT** of the apartment to which it is assigned. (This includes moving it outside to the front or back porches.) **Students are not permitted to bring outside furniture in.**

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 costs including but not limited to portable AC units and refrigerators.

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

(Student Signature)

(Date)