Brigham Young University-Idaho Student Landlord Housing Contract

Property Name: Brighton Apartments and Townhouses	Website: www.brightonhousing.net
Address: 242 W 6th S, Rexburg, ID 83440	
Telephone Number: 208-356-9693	Fax Number: 208-356-4885
Alternate Phone Number:	E-mail: brightonmanagers@msn.com

Student's Name:			BYU-I E-mail:
Home Address:			
City:	State:	Zip:	Cell Phone #:
Occupancy Dates	Occupancy Start: Friday April 20th, 2018 8:00 a.m		Occupancy End: Tuesday July 24th, 2018 6:00 pm
Apartment Number:	☐ Townhouse I (1-10)	☐ Townhouse II (11-15)	

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. Online-only, Pathway, and Continuing Education students are not eligible for approved housing. I understand that I cannot live in approved housing prior to my assigned semester start date or after graduation. 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. (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 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 prohibited; and curfew and visitation guidelines must be followed. 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 ACKNOWLEDGMENT

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**

Roommate Requests:
_____
_____
_____
_____

1. *HOUSING FEES & COSTS:*

Processing Fee (non-refundable)	$ 25.00
Security Deposit (refundable)	$ 150.00
Rent (Townhouse 1-10)	$ 1,225.00
Rent (Townhouse 11-15)	$ 1,275.00
Parking (See Parking Contract)	$ FREE (1 per resident)
Discount $30 early bird ends Feb 7th 2018	$
Total	$1,400.00 - $1,450.00

PAYMENT SCHEDULE:

Date	**Due with contract**	**Apr 1st, 2018**	**May 1st, 2018**	**Jun 1st, 2018**
Amount	**$ 175**	**$ 435**	**$ 435**	**$ 435**

An optional payment plan is available upon request from the manager. A $10 payment plan fee is included with each payment.

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 18% 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 $150 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/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 an itemization of deduction along with the deposit balance within 30 days following termination of tenancy. In order to expedite return of the deposit, Student may provide Landlord with a current mailing address and/or a 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 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 $50 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 $50 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 Landord 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