

# Brigham Young University-Idaho Student Landlord Housing Contract

Property Name: Brighton Apartments & Townhouses	Website: <a href="http://www.brightonhousing.net">www.brightonhousing.net</a>
Address: 242 W 6 <sup>th</sup> S Rexburg ID 83440	
Telephone Number: 208-356-9693	Fax Number: 208-356-4885
Alternate Phone Number:	E-mail: <a href="mailto:brightonmanagers@msn.com">brightonmanagers@msn.com</a>

Student's Name:			BYU-I E-mail:
Home Address:			
City:	State:	Zip:	Cell Phone
Occupancy Dates	Occupancy Start: Friday September 11 <sup>th</sup> , 2020 8:00 a.m.		Occupancy End: Thursday December 17 <sup>th</sup> , 2020 6:00 p.m
Apartment Number:	Townhouse II (16-20) <input type="checkbox"/>	Townhouse III (21-30) <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 \_\_\_\_\_

Roommate Requests: _____ _____ _____
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**1. HOUSING COSTS:**

Processing Fee (non-refundable)	\$ 25.00
Security Deposit (refundable)	\$ 150.00
Rent (Townhouse II)	\$ 1,325.00
Rent (Townhouse III)	\$ 1,375.00
Parking (if applicable)	\$ Free. One per tenant
<b>Total</b> Townhouse II	<b>\$ 1,500.00</b>
Townhouse III	<b>\$ 1,550.00</b>

**PAYMENT SCHEDULE:**

Date	Sept 1 <sup>st</sup> , 2020	Oct 1 <sup>st</sup> , 2020	Nov 1 <sup>st</sup> , 2020
<b>Amount</b>	<b>\$ 445/ \$ 460</b>	<b>\$ 445/ \$460</b>	<b>\$ 435/ \$ 455</b>

**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 \$ 150.00 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 \$ 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 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.

FOR MANAGERS ONLY:

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

## Brighton Apartments & Townhouses – Addendum to the Contract

**ADVERTISING:** No advertising or soliciting is permitted on property. Solicitors should be reported to the manager.

**AIR CONDITIONING:** Student is responsible to use air conditioners responsibly. Thermostat should not be set below 72 degrees. NO outside air conditioner units are allowed on the property.

**BICYCLES, SCOOTERS, MOTORCYLES, 4-WHEELERS:** Students may not store bicycles in the apartment at any time. Bike racks are provided in the parking lots in designated areas. DO NOT move the bike racks. Do not park any of these items on the lawn or sidewalk. All items must be parked in the parking lot. Student is responsible to remove these items when leaving the property. Any bike, scooter, motorcycle, or 4-wheeler left over a break will be treated as Abandoned Property per section 13 of the BYU-Idaho Student Landlord Housing Contract unless prior approval has been given by the manager.

**DAMAGES:** Students are liable for any damages to the property. When more than one person is involved, each person will share in the expense. When students know who is responsible for any damage in public areas, they should provide such information to the manager. Individuals will be charged the actual cost including labor charges.

**DECORATIONS:** Appropriate decorations (posters, pictures, etc.) are encouraged. No items may be attached to the walls or doors with tape or nails. Please use only 3M/Command products. Use caution when removing the strips to prevent sheetrock damage.

**ELECTRICAL APPLIANCES:** Students should be especially careful in the use of curling irons, toasters, slow cookers, irons, etc. Mini-fridges are allowed but must have cardboard underneath. These appliances may cause damage to carpet, furniture, and countertops.

**ENTERPRISES AND BUSINESSES:** The operation of a business enterprise on the property is prohibited.

**EVACUATION PROCEDURES:** Students are expected to evacuate the property when a fire alarm is sounded. They should also be considerate of and obey the manager or other authority in the event of an emergency.

**FIRE/SAFETY:** All open flames and burning embers, such as candles and incense, are prohibited. Candle warmers are also prohibited. Tampering, disabling, or destroying any smoke detector or alarm is prohibited. Students should extinguish grease fires appropriately by covering the pan with a lid or damp cloth. Fire extinguishers should not be used to extinguish a grease fire. Please report all fires no matter how small to the manager.

**FURNITURE:** No furniture may be moved out of the room, apartment, or club house to which it is assigned. Furniture should not be stacked. Do not move the beds. Used furniture is not permitted in order to prevent potential bed bug infestations.

**HOUSEKEEPING:** Students are required to maintain order and cleanliness in their living accommodations at all times. Apartment clean checks are performed bi-weekly. Students who do not clean may be charged a \$10 failed clean check fee after the second failed clean check. Student is responsible to replace burned out light bulbs during the semester. Students will supply their own cleaning products to clean their apartment. Cleaning supplies must be appropriate for the task, such as using toilet bowl cleaner to clean toilets or sanitizers and scrubbing pads to clean sinks. Students may be charged a minimum of one hour at \$35/hour if cleaning has to be performed by the manager or manager representative during either the semester or following checkout. The entire apartment needs to be left white-glove clean before leaving.

**KEYS:** Keys to apartment and mailboxes will be issued by the manager during the check-in process. Students are advised to keep their apartments locked at all times when not occupied. No keys are to be duplicated. The typical cost for replacing a key is \$25 and \$45 to rekey the apartment if the key is lost.

**LAUNDRY FACILITIES:** Washers and dryers are installed in each apartment for the exclusive use of students in the apartment. Any other use is prohibited. The use of washers and dryers are free.

**LINEN:** Brighton provides a mattress cover on all mattresses. Students need to bring their own bedding. All beds are regular twin size. The typical cost for replacing a mattress cover is \$25.00.

**MAINTENANCE:** Students are responsible to notify the manager in writing as soon as possible if they notice anything in an apartment that requires repair work or maintenance. See "Property Conditions" section 12 of the BYU-Idaho Student Landlord Housing Contract.

**MOTOR VEHICLE REPAIRS:** No vehicles may be repaired, including oil changes, on the property. Repair or storage of automobiles, bicycles, motorcycles/parts, or similar mechanical devices is not permitted in the apartment or on the property.

**OCCUPANCY:** Apartments will not be ready for occupancy before the first day of the contract. If arriving late for the semester/block check-in, please contact the manager to make arrangements. Accommodations may be made for university sponsored programs such as Get Connected, etc. Students should sleep in the bed that they contracted. All students are required to check-in.

**PARKING:** All students bringing a vehicle need to fill out a Vehicle Registration Card at check-in. Parking is free on the property to students with a parking pass. Please only one vehicle per person. All 4-wheelers, dirt bikes, etc. will need a permit or they are at risk of being towed/booted at owner's expense. First parking pass is free, replacement pass is \$35.

**PETS:** No pets of any kind including fish and aquariums are allowed.

**SECURITY:** Students are counseled to lock doors to their apartments to protect personal belongings and to provide additional security. It is essential that each student take responsibility for security on the property.

**UTILITIES:** Apartments whose utilities are in excess of the average for each apartment per month will be given a 20 day written notice. Students will be charged the actual cost overuse only.

**STUDENT LIVING AND OTHER MEETINGS:** Student Living Meetings are held at the beginning of each semester to teach and share principles consistent to successful apartment living. Students are expected to attend and contribute to the building of a positive culture within the complex. Additional meetings may also be held at other times during the semester as directed by the manager. All students will be held accountable for any information discussed or distributed in the meetings, whether or not they attend.

I have read and understand the addendum to the contract.

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Student Signature

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Date