

Brigham Young University-Idaho Student Landlord Housing Contract

Property Name: Brighton Townhouses and Apartments		Website: brightonhousing.net	
Address: 242 W 6 th S Rexburg ID, 83440			
Telephone Number: (208) 356-9693		Fax Number:	
Alternate Phone Number: (208) 360-0097		E-mail: manager@brightonhousing.net	

Student's Name:		BYU-I E-mail:	
Home Address:			
City:	State:	Zip:	Cell Phone#:
Occupancy Dates: FALL 2025		Occupancy Start: Sept 12 th @ 8am	Occupancy End: Dec 19 th @ 6pm
Apartment Number/Roommate Request: (not guaranteed)		<input type="checkbox"/> Shared <input type="checkbox"/> Private	

1. ELIGIBILITY FOR APPROVED HOUSING

I hereby certify that I have been admitted to a track as a degree-seeking student at BYU-Idaho. Furthermore, I certify that I am in good academic, financial, and Honor Code standing with BYU-Idaho and am eligible to rent and reside in BYU-Idaho approved housing. I recognize and acknowledge that, Non-degree-seeking, Continuing Education, and BYU-Pathway Worldwide 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 Contract. I further certify that I am not registered as a sex offender. I understand that any misrepresentation or omission on this form is grounds for immediate termination of this Contract and such other legal and equitable remedies as Landlord may pursue.

Student Signature

Date

2. COMPLIANCE WITH APARTMENT LIVING STANDARDS

I agree to comply with all policies, procedures, and standards contained in the BYU-Idaho *Approved Housing Guidebook* including, but not limited to, the Apartment Living Standards. I understand that the *Approved Housing Guidebook* is expressly incorporated into this Contract, and that I am bound by its terms in addition to the terms of this Contract. I understand that violation of any policy or standard found in the *Approved Housing Guidebook* may be sufficient cause for termination of the Contract and eviction. For example, I understand that 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. I also understand and agree to abide the curfew hours and visitation restrictions of the opposite sex. I understand that students are expected to encourage and help guests and other residents understand and maintain the Apartment Living Standards, and I agree to do so.

Student Signature

Date

3. 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 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

4. HOUSING COSTS

Processing Fee (non-refundable)	\$25 (per semester)
Security Deposit (refundable)	\$150 (1 time payment)
Rent Shared Private	\$1350 \$1425
Parking (if applicable)	First spot: Free - included Second: \$35

The below costs are associated with student choice. Either by action/inaction the following charges may be assessed. Refer to the addendum for details regarding each fee.

Breaks / rent outside of contract	\$15/day
Cancellation Fee	\$100
Cleaning Fee White Glove For Detailed Charges See Addendum	Bedroom - \$65 White Glove Job - \$85
Damages	Varies depending on damage
Late Fee	\$25
Lost Apartment Key	\$25
Lost Mail Key	\$25
Mattress Protector	\$25
Re-Key Apartment	\$45
Transfer contract fee	\$100
Clean check Fail x2	\$35/hour 1hr minimum
Abandoned Property/ Trash	\$35/hour
Furniture Moved in Apartment	\$20 per item

4.1 PAYMENT SCHEDULE

Date	Sept 12	Oct 1	Nov 1
Amount	\$450/475	\$450/475	\$450/475

5. PAYMENT OBLIGATION

Student agrees to assume full legal obligation for payment according to the terms of this Contract and to pay late fees in the amount of \$25 if monies due are not paid within 5 days of the due date. Late payments shall be subject to interest at 12.5% per annum on any past due (unpaid after 30 days of the date due) accounts. Overdue and unpaid amounts may also be subject to collection costs, including reasonable attorney's fees, which shall be the responsibility of Student.

Student's payment obligation under this Contract shall continue notwithstanding any of the following:

(A) Student obtains alternative housing before the end of the Contract;

(B) Student voluntarily withdraws from BYU-Idaho during a semester;

(C) Student voluntarily leaves Rexburg before the end of the Contract date, except for a reason identified in section 10;

(D) Student is required to leave University for violation of the Honor Code, through withdrawal of ecclesiastical endorsement, for Academic Suspension, or for any other form of University-imposed ban, suspension, or dismissal.

In all such cases, Student shall not be entitled to a refund of any monies paid, however, Student may attempt to recoup funds expended by providing an eligible replacement as provided in section 7(B).

6. 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, and any other fees called for under this Contract to the extent permitted by Idaho law.

Student must be given a signed itemization of deduction along with the deposit balance within 30 days following termination of tenancy or Landlord forfeits any claim to the security deposit 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 may 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 student forfeits any claim to the deducted funds.

7. CANCELLATION OR TRANSFER OF CONTRACT

(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 another eligible student as a replacement for his/her Contract. When an eligible replacement is provided, Landlord shall 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 an eligible replacement, Landlord may collect for all the obligations contained in this Contract but must make reasonable and verifiable efforts to sell the contract and fill the leased space. These efforts must be commensurate with the efforts made to sell all other available property contracts.

8. SPECIFIC OBLIGATION OF PARTIES

In addition to the duties and obligations generally recognized by Idaho landlord-tenant law, the Parties agree to the following specific obligations under this contract:

8.1 STUDENT OBLIGATIONS

(A) Student agrees to notify Landlord within 48 hours of commencing occupancy of any visible defects, damage, hazards, uncleanliness, or other concerns or objections regarding the condition of the apartment/unit. Otherwise, Student shall be deemed to have accepted the apartment/unit as being in good order and reasonably clean at the time of occupancy.

(B) Student agrees to maintain property in a reasonably clean and safe condition with no unauthorized alterations of any kind;

(C) Student agrees to use reasonable care in consumption of utilities and services;

(D) Student agrees to avoid unreasonable noise or other disruption of peaceful enjoyment of others, and to comply with all applicable laws, regulations, and policies relating thereto;

(E) Student agrees to be responsible for damages caused by Student or Student's guests which are beyond reasonable wear and tear;

(F) Student agrees to promptly notify Landlord in writing of maintenance concerns, damages or needed repairs;

(G) Student agrees not to suffer, permit, or maintain any nuisance or any health or safety hazard on the premises; and

(H) Student agrees to notify Landlord of violations of the BYU-Idaho Honor Code or Apartment Living Standards and authorizes Landlord to share all information with the BYU-Idaho Housing and Student Living Office.

8.2 LANDLORD OBLIGATIONS

(A) Landlord agrees to not make any material misrepresentations about the condition, history, amenities, availability, or any other relevant consideration regarding the apartment/unit, on its website and/or in other verbal or written communications;

(B) Landlord agrees to maintain the property in compliance with all applicable federal, state, and local laws, ordinances, and regulations, and in accordance with the BYU-Idaho standards and requirements as established in the Agreement to Provide BYU-Idaho Approved Housing or the University Approved Housing Guidebook;

(C) Landlord agrees to provide furnishings and appliances in a safe, clean, and operable condition;

(D) Landlord agrees to respond promptly to emergencies and maintenance requests;

(E) Landlord agrees to work promptly, in good faith, and with due diligence to correct any problems;

(F) Landlord agrees not to suffer, permit, or maintain any nuisance or any health or safety hazard on the premises.

9. BREACH OF CONTRACT

In the event of a breach of any material term of this Contract, the non-breaching party shall have the option to immediately terminate this Contract after giving (1) written notice of the breach to the breaching party and (2) a reasonable opportunity to cure. In the event of an uncured Student breach, Student shall not be entitled to a refund of any monies paid, except as may be required by applicable law. In the event of an uncured Landlord breach, Student shall be entitled to a full refund of all monies paid under this Contract.

"Material Term" as used herein shall be interpreted in accordance with Idaho law. Examples of breaches of material terms of this Contract include, but are not limited to:

- Failure by Student to make payment when due.
- Violation of the Apartment Living Standards.
- Student or Landlord conduct that interferes with the rights to peaceful enjoyment of the premises, recklessly endangers human life, or that damages, defaces, or destroys the property of or threatens physical harm against another.
- Student or Landlord suffering, permitting, or maintaining any nuisance or any health hazard on the premises.
- Landlord failure to maintain the property in accordance with applicable federal, state, or local laws and regulations, or with BYU-Idaho standards and requirements as established in the Agreement to Provide BYU-Idaho Approved Housing or the University Approved Housing Guidebook.
- Landlord materially misrepresents property condition, history, amenities, availability, or any other relevant consideration to a prospective renter on its website and/or in other verbal or written communications (such as e-mails, flyers, brochures, etc.).

10. TERMINATION BEFORE OR AFTER OCCUPANCY START DATE

If there is no breach of Contract by either Student or Landlord this Contract may be terminated for the following reasons:

- (A) An unforeseeable and unexpected catastrophic event that renders the Landlord incapable of providing housing to the Student;
- (B) Student suffers serious bodily injury or illness that necessitates withdrawal from all classes and relocation from student housing for treatment;
- (C) Student is called into active military duty; or
- (D) Death of Student.

If a party seeks termination under subsections (A)-(C) of this paragraph, the terminating party must provide notice and written verification to the other party within ten (10) days of the triggering events. In the event of Student Death, Landlord will be notified by Student's family or the University. If the Contract is terminated for any of the reasons stated in this Paragraph, rent will be prorated from the date of notice and the Contract will be terminated without penalty or further obligation.

11. UNIVERSITY TERMINATION OF APPROVED HOUSING

In the event BYU-Idaho revokes or declines to renew Landlord's approved status, Student may terminate this Contract by written notice within ten (10) business days. Landlord agrees to remit within ten (10) 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.

12. TRANSFER OF STUDENT WITHIN THE PROPERTY

The transfer of a student from one unit within the property to another unit within the property may be made as follows:

12.1 TRANSFER REQUESTED BY LANDLORD

A request for transfer to an apartment/room other than the original assignment may be made by Landlord using the following process: (1) Contact the Student in writing, to the best known address, the reason for the transfer; (2) A written response is due seven days after date of correspondence; (3) 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.

12.2 TRANSFER REQUESTED BY STUDENT

A request for transfer to an apartment/room other than the original assignment may be made by Student using the following process: (1) Contact the Landlord in writing stating the reason for the transfer; (2) Landlord will respond within seven days after date of correspondence either allowing the transfer or stating a reasonable explanation for denying the request.

13. CONTRACT MODIFICATION

This Contract may not be modified unless such modification is (1) made in writing, (2) agreed to by both Student and Landlord, and (3) approved by the BYU-Idaho Housing & Student Living Office.

14. 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.

15. 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. Disposal of unclaimed property shall be governed by the provisions of applicable Idaho law.

16. 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).

17. GUESTS

Overnight guests are discouraged but may stay with the express written consent of Landlord and all other tenants of the individual apartment/unit. Extended stays (more than two consecutive nights) are not permitted. For extended stays, Landlord may charge a reasonable guest fee. Guests must be the same sex as the other residents and must comply with the BYU-Idaho Honor Code and Apartment Living Standards.

18. DISPUTE SETTLEMENT AND MEDIATION

Landlord and Student agree to work together in good faith toward the resolution of any dispute arising out of or related to this Contract. In the event Landlord and Student are unable to resolve a dispute, Landlord and Student both agree to participate in at least one formal mediation session provided at no cost by BYU-Idaho, through a University-designated mediator, before pursuing any other remedies. Notwithstanding the foregoing, claims for non-payment of rent are not subject to mediation unless rent was not paid because Student disputes the validity of the Contract.

19. SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

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

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

Brighton Apartments & Townhouses – Addendum to the Contract

CHECK IN AND CHECKOUT PROCEDURES: Check-in and checkout procedures will be provided by the manager. Tenants must leave the apartment white-glove clean. Tenants are required to leave the property by 6:00 pm on the last day of their contract to avoid incurring additional costs. If student is unable to leave immediately after checkouts, arrangements must be made with management. If student stays before the contract begins or after the contract ends without permission, student may be charged \$50 per night.

BREAK CONTRACTS: Only current tenants who reside at Brighton and have a contract for the following semester may stay during the semester breaks. Student must sign a break contract. Break contracts are \$15 per night and you must stay for the whole break.

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 70 degrees and no higher than 72 degrees. NO outside air conditioner units are allowed on the property.

BICYCLES, SCOOTERS, MOTORCYCLES, 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. If there are damages to the common areas and we do not know who did the damage, all tenants will be charged. 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. No over the door coat/shoe hangers allowed on any doors. In cases where damages exceed deposit amounts, tenants agree to be responsible for additional cost of both materials and labor necessary in order to make the repairs. TENANTS ARE RESPONSIBLE TO MAKE A THOROUGH INSPECTION OF THEIR APARTMENT AND REPORT ANY OBSERVED DAMAGES ON THE CONDITION OF APARTMENT SHEET AND RETURN TO MANAGEMENT within 48 hours in order to prevent any inaccurate damage charges.

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

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. No large appliances such as chest freezers.

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. Wax and candle warmers are also prohibited. No outside grills are allowed. Do not dump grease outside on rocks or landscaping. 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. No fireworks allowed on the property. Only artificial Christmas trees are permitted.

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. Student may be charged if furniture is moved and/or damaged. Used furniture is not permitted in order to prevent potential bed bug infestations.

ICE AND SNOW: Brighton has a snow removal company which comes in the early mornings and evenings to remove snow from the sidewalks and parking lots. It is not possible to remove it all. Tenants should expect to adapt and take appropriate precautions.

INTERNET: Internet service is provided by Brighton Apartments through Optix Media. Should a student encounter internet concerns, they are expected to contact Optix directly for any troubleshooting needs. Student may not install switches, bridges, wireless access points, servers, DHCP servers, DNS servers, or any other device that may extend or disrupt network communications.

HOUSEKEEPING: Students are required to maintain order and cleanliness in their living accommodations at all times. Apartment clean checks are performed bi-weekly. 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. Tenants are liable for damages caused by the use of inappropriate cleaning products. Students may be charged a minimum of one hour at \$35/hour if cleaning must be performed by the manager or manager representative during the semester.

End of Semester White Glove Clean: A professional standard of cleaning is required of each tenant. The cleaning is divided into 6 designated areas for the apartments and 4 designated areas of cleaning areas for the townhouses. Regardless of number of tenants, each job must be completed. Each tenant is required to white glove clean their bedroom and choose a white glove job to clean for common areas. Below are the official cleaning jobs. You may click on the hyperlink to see the details and the charge details for each job.

Apartments:
[Living Room and Porch](#)
[Kitchen 1](#)
[Kitchen 2](#)
[Vanities and Hallways](#)
[East Bathroom](#)
[West Bathroom](#)

Townhouses:
[Living Room](#)
[Kitchen 1](#)
[Kitchen 2](#)
[Bathroom/Vanity](#)

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.

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: Student must provide their own mattress pad. Students need to bring their own bedding. All beds are regular twin size.

MAINTENANCE: Students may not make their own repairs. 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. No charging is allowed for electrical vehicles.

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. If student is moving to a different apartment for a new semester, student must remove all belongings from original occupied apartment. Student cannot store personal belongings at complex. 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.

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.

SUMMER – 7 WEEK BREAK: Students will be required to consolidate apartments to allow for cleaning, maintenance, repairs, etc. Students will be required to move to a different apartment assigned by management. Students understand maintenance, cleaning and repair people will be in and out of all apartments during the 7 week period with proper notice given.

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.

ANIMALS: No pets or unauthorized animals of any kind (including but not limited to dogs, cats, rodents, or any other mammal, birds, fish, reptiles, and amphibians) are allowed in the apartments or on the premises at any time for any reason. If a Resident or Resident's guests violate this animal restriction, the Resident will be in breach of contract and subject to an initial fine of \$100. If a second violation occurs, a fine of \$200 will be assessed and the Resident's contract will be terminated. We accommodate

Emotional Support Animals (ESA) under the following as long as there are no competing disabilities. You will need to contact the manager who will then refer you to our ESA Specialist. All documentation must be provided and approved BEFORE a prospective ESA can be brought on-site at least 30 days prior to occupancy. A separate "ESA Agreement" must also be signed by the Resident agreeing to fully comply with all the requirements and expectations associated with having an ESA at Brighton. An ESA Agreement can be requested from our ESA Specialist. Please contact management to be referred to our ESA specialist. ESA contracts must be signed by the resident owning the ESA. All dogs must be kept on a leash whenever it is outside the tenant assigned apartment. Tenant acknowledges that their animal is a support animal and is not to be cared for by the landlord/ employee or roommates in any way. This includes but is not limited to feeding, bathing, walking, dog sitting,

I have read and understand the addendum to the contract.

Student Signature

Date