

and interest at 15% per annum on any past-due accounts, (C) to pay all costs of collection including reasonable attorney's fees, and (D) submit to mediation and arbitration all disputes concerning payment. (Understand that failure to abide by the arbitration ruling may result in losing eligibility to continue as a student.)

3. DEPOSIT/APPLICATION FEES:

The payment of \$ 150.00 serves as a security deposit and may include a non-refundable portion to defray processing costs, as stated above in paragraph 1. Those items which may be expensed against the 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 fees, liquidated damages for cancellation of the Contract as provided for in paragraph 4 below.

All tenants will be given a signed, itemization of deduction, along with the deposit balance within 30 days following checkout. In order to expedite return of the deposit, tenant should provide manager with mailing address and/or self-addressed, stamped envelope. Any objection to the itemization and returned deposit must be submitted in writing within 90 days or all claims are waived.

4. CANCELLATION/TERMINATION OF CONTRACT:

(All notification and verification must be submitted in writing. Refunds provided herein will be received within 30 days.)

PRIOR TO COMMENCEMENT DATE: (A) Either party may cancel this Contract up to 61 days prior to occupancy beginning by written notice and a \$ 100.00 fee. (B) Individuals who have signed contracts anticipating admission to BYU-I who are ultimately not admitted will be refunded all monies paid, including the full security deposit. (C) Students contracted for a semester outside their admissions track must contact complex to have the Contract rolled to the admitted semester. (D) This Contract may not be cancelled less than 60 days prior to semester occupancy, unless such cancellation is consented to by both parties hereto. Any breach of this Contract by the tenant in failing to take possession leaves the tenant with the full obligations found herein unless the tenant can provide a suitable replacement approved by the Landlord, which approval cannot be unreasonably withheld. If a suitable replacement is agreed upon, the Landlord will provide the tenant in writing a release-of-obligation. If the tenant seeks cancellation less than 60 days before occupancy as stated above, Landlord may collect for all the obligations contained in this Contract but must make commercially reasonable efforts to mitigate its damages by trying to fill the leased space.

TERMINATION BY STUDENT: (A) Residents moving from this approved housing (including those evicted for violation of any provision of this agreement, including for university disciplinary reasons), but continuing as students, are obligated to comply with the terms of the contract including full-payment (unless an acceptable substitute can be arranged as stated above) and may forfeit the security deposit. (B) Residents withdrawing from BYU-Idaho are under full obligation of this agreement including full payment (unless an acceptable substitute can be arranged as stated

above) and may forfeit security deposit monies. This includes those asked to leave by the University for disciplinary or academic reasons. (C) In the following cases, when prorating the rental amount to the date of checkout and when verification is provided, the Contract may be terminated without penalty: (1) Death of student, (2) Unforeseeable and unexpected catastrophic loss or serious illness, (3) Called into active military duty.

TERMINATION BY LANDLORD: In any of the following instances the landlord may elect to terminate this contract, re-enter, and take possession of the premises after notification as per Idaho law: (A) failure of tenant to make any payment under this Contract when due; (B) when cost of damages caused by tenant or guests exceeds the amount of the security deposit; (C) when tenant causes any material, substantial, or continuing breach of this Contract; (D) when tenant violates the Apartment Living Standards; (E) when the tenant is not eligible to live in BYU-Idaho Approved Housing (See Certificate of Student Status above); (F) when tenant's conduct interferes with other residents' rights to peaceful enjoyment of the premises, recklessly endangers human life including self, or when the tenant assaults, harasses, disturbs the peace, intentionally damages, defaces or destroys the property of or threatens physical harm against other students, the landlord; or (G) when tenant suffers, permits, or maintains any nuisance, or any health or safety hazard on the premises. Tenant agrees to cover all costs of eviction, including legal penalties provided by law and attorney's fees, if there is failure to comply with legal notices of eviction or court orders.

UNIVERSITY TERMINATION OF APPROVED

HOUSING: Upon five days written notice to the landlord, tenant may terminate this Contract at any time **Park View Apartments** does not have BYU-Idaho approved status. The landlord agrees to remit within five days of the date of the written notice the balance of any prepaid rental and/or deposit monies to any students electing to terminate this Contract. The landlord may only pro-rate rents and amounts expensed against the deposit according to the *Deposit/Application* section above.

TRANSFER OF STUDENTS: Landlord reserves the right to transfer or consolidate students to other than the originally assigned apartment/room. When applicable, the cost of re-connect fees for telephone or Internet service will be paid to resident (1) as a credit toward current balance or (2) immediate check if no balance is owed.

5. HOUSING REGULATIONS:

Students, their guests, on-site managers, and other employees are required to conduct themselves in accordance with the BYU-Idaho Honor Code and abide by the BYU-Idaho Student Handbook at www.byui.edu/handbook, and approved addenda/Resident Hall Guidelines, etc. which are incorporated, by reference, as part of the agreement. Failure to comply with the terms of this Contract will be seen as a material breach of this Contract and dealt with accordingly. For purposes of interpretation, all matters found in this Contract shall control over other terms which may be found in the BYU-Idaho Student Handbook, which in turn shall have precedence over any approved addenda which may be

attached hereto. No modifications of this Contract may be made by interlineations or other writing unless such other writing is approved by BYU-Idaho's Housing Office.

6. PROTECTION OF PERSONAL PROPERTY:

Tenants living in approved housing waive all claims against the landlord for loss of or damage to clothing, valuables, or other personal property, including money and personal injury, unless such loss or damage is due to negligence of the landlord. It is recommended that students carry their own renter's insurance to cover personal-property losses.

7. RIGHTS OF POSSESSION, PRIVACY, AND ENTRY:

Tenant will not be unjustly evicted and neither party will harass or retaliate against the other. Landlord may not enter the property without consent of at least one of the residents, or after giving 12-hour's notice either delivered to the tenant or posted in a conspicuous place stating an intent to enter. Landlord reserves the right to enter student rooms with reasonable notice and after knocking for emergencies, maintenance, repairs, cleaning, inspection, to ensure compliance with the Honor Code (including doing curfew inspections), and to show apartment to prospective tenants. Reasonable notice will be deemed given when repairs are requested by tenant and Landlord enters at a reasonable time of day and after knocking.

8. GUESTS:

Overnight guests are discouraged and may visit only with written permission of the Landlord. A guest fee may be charged. Guests must be the same gender as residents, and must abide by BYU-Idaho Honor Code and Apartment Living Standards.

9. PROPERTY CONDITION:

STUDENT OBLIGATION: Student accepts the premises as being in good order, and reasonably clean, unless otherwise indicated in writing submitted to the 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 them or guests which is beyond reasonable wear and tear, and (E) to notify landlord of needed repairs or violations of the BYU-Idaho Honor Code or Apartment Living Standards.

LANDLORD OBLIGATION: Landlord agrees to (A) maintain the property in compliance with all applicable state, county, and city laws and the BYU-Idaho Minimum Environmental Specifications, (B) to provide furnishings or appliances in a safe, reasonably clean, and operable condition, (C) to respond promptly to emergencies, urgent problems, or repairs of property, and (D) to work with due diligence to correct any problems.

10. ABANDONED PROPERTY:

When the Contract expires, or otherwise terminates, the tenant will immediately vacate the premises and remove all tenant's and friend's property. Landlord and tenant agree that

if any personal or friend's property is left on the premises or in any storage facility after the agreement is ended, a minimum handling fee of \$150 will be assessed. Landlord will make reasonable efforts to contact tenant concerning the property, permit the tenant to enter and remove the property; but in any event the landlords may dispose of the property by sale or otherwise after thirty 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.

11. DISPUTE SETTLEMENT/ARBITRATION:

Landlord and tenant agree that should any dispute arise concerning any matter covered by the Contract and should that dispute not be resolved to both parties' satisfaction the matter shall be submitted to mediation and binding arbitration as contained in the Student Handbook and at www.byui.edu/housing. Both parties agree to mediate in good faith and to abide by any decision rendered by the Arbitration board, including any award made.

Park View Apartments

BYU-Idaho Contract Addendum

Private or Shared Room (Christmas)

1. **Rent** : Rents are due and payable using the following method: Tenants initials required. (**Rents shown are base amounts; rent may increase due to items mentioned in paragraph (2) below.**)

A. Rents may be paid by semester in the amount of One Hundred Dollars (**\$100.00**). Rent is due the day tenant moves into the apartment or the first day of class unless prior arrangements have been made.

Tenant initials _____ date _____

If rents have not been paid within 5 days of the due date a late fee of Twenty Five Dollars (**\$25.00**) will be assessed plus Five Dollars (**\$5.00**) per day until rent is received. Tenant will be charged Thirty Five Dollars (**\$35.00**) for any returned or bounced check in addition to the late fees listed above.

2. **Utilities**: The Following Utilities will be paid by management:

- A. Water, Sewer, Garbage
- B. Cable TV, High Speed Internet
- C. Gas
- D. Electricity
 - one refrigerator/freezer combo per six tenants
 - one television per six tenants

Tenant must initial this section:

If tenant brings additional appliances into the apartment, he shall pay

- \$25 additional rent for the semester for each television or mini fridge
- \$45 additional rent for the semester for any other full size appliance

payable in full or in part according to the payment schedule elected in (1) above.

Tenant initials _____ date _____

3. **Security Deposit**: Management acknowledges receipt of one hundred fifty dollars (**\$150.00**) as a deposit to indemnify owner against damages to the property. Deposit will be returned to Tenant, less a \$50.00 processing fee, thirty (30) days after the residence is vacated based on the following conditions:

- A. Lease term has expired or both parties have terminated the agreement.
- B. All monies due Management by Tenant have been paid.
- C. Residence is not damaged and is left in its original condition, normal wear and tear expected.
- D. Deposit will not be returned if Tenant leaves before lease term is completed. Deposit may be applied by Management to satisfy all or part of Tenant's obligations, and such act shall not prevent Management from claiming damages in excess of the deposit. Tenant may not apply the deposit to any of the rent payment.
- E. Deposit will not be returned if washer and dryer are used by persons other than tenant and/or roommates.

4. **Cleaning Checks**: Cleaning inspections shall take place at Management's discretion during the semester. Failure of cleaning checks will result in loss of part or all of Security Deposit.