

BYU-Idaho Student-Landlord Contract

2010/2011

Cottonwood Apts.

42 South 1st West, Rexburg, ID 83440

webpage: cottonwoodnormandy.com, e-mail: vpratt@cottonwoodnormandy.com

Owners/Managers: 208-656-0056 Head Residents: 208-356-9576

Student's Name:	Date:
BYU-Idaho E-Mail Address:	Cell Phone:
Home Street:	City: State: Zip:
Home Phone:	
Parent's/Guardian's Name:	
Parent's Signature(required for tenants under the age of 18):	
Occupancy Dates: Initial desired semester/s _____	
<input type="checkbox"/> Winter 2011: 8 a.m. Jan. 3 thru 7 p.m. April 09, 2010 <input type="checkbox"/> Winter/Spring 2011: 8 a.m. Jan. 3 thru 1 p.m. July 23, 2011 <input type="checkbox"/> Spring 2011: 8 a.m. April 15 thru 1 p.m. July 23, 2011 <input type="checkbox"/> Spring/Fall 2011: 8 a.m. April 15 thru July 23 and 8 a.m. Sept 5 thru Dec 18, 2011. <input type="checkbox"/> Fall 2010: 8 a.m. Sept. 6 thru 5 p.m. Dec. 18, 2010 <input type="checkbox"/> Fall 2010/Winter 2011: 8 a.m. Sept. 6 thru 5 p.m. Dec. 18, 2010 and 8 a.m. Jan. 3 thru 5 p.m. April 09, 2011	
Type of Apartment/Room: Shared: Maximum 6 students per apartment	Apt. # TBA
I acknowledge that I have read and agree with all terms of this Contract including the provisions found below, which are incorporated by reference; parking contract, if applicable; and approved addenda.	
Student Signature _____	Landlord Signature _____

Certificate of Student Status: I hereby certify that I am a "student" and am eligible to rent and reside in BYU-Idaho approved housing, i.e.: I have been admitted to a track as a student of BYU-Idaho (Continuing Education excluded if not admitted to a track). I understand that I cannot live in approved housing prior to my assigned semester start date. I recognize that if I become a student enrolled in any other institution or school, I am not eligible to live in BYU-I housing. I further certify that I have never been evicted or had my tenancy terminated from BYU-Idaho approved housing for violation of the BYU-Idaho Honor Code or the BYU-Idaho Apartment Living Standards nor have I been dismissed, suspended, nor have I withdrawn (in lieu of being suspended or dismissed) from BYU-Idaho for academic or non-academic reasons, nor am I registered as a sex offender. I agree to live in BYU-Idaho approved housing under the principles of the BYU-Idaho Honor Code, the BYU-Idaho Off-Campus Living Standards, and the gender separation policy. I recognize and understand that my declaration of status as a student and continual maintenance of such status is material to and relied upon by the landlord in entering into this rental agreement and any misrepresentation found herein is a ground for immediate termination of this rental agreement and such other legal and equitable remedies as the landlord may pursue.

Student Signature _____

Compliance with Apartment Living Standards: I agree to comply with, and acknowledge the landlord's and my responsibility to maintain the BYU-Idaho Apartment Living Standards as listed below and to help other students maintain the same. Failure to meet these expectations can be sufficient cause for eviction.

(a) Guests of the Opposite Sex - Visitors of the opposite sex are permitted in living rooms and kitchens, but not in the bedrooms in on- or off-campus living units. Must have three people in the apartment with front blinds/drapes open. The use of bathroom areas by members of the opposite sex is not appropriate unless emergency or civility dictate otherwise and then only if the safety, privacy, and sensitivity of other residents are not jeopardized. Visiting hours extend from noon until 15 minutes before curfew. (Curfew is 12 a.m. Saturday through Thursday and 1 a.m. on Friday.)

(b) Conduct - All students conduct themselves in a manner consistent with the principles of The Church of Jesus Christ of Latter-day Saints and BYU-Idaho Student Honor. Furthermore, all students living in university-approved housing are required to abstain from possessing, serving, or consuming alcoholic beverages, tobacco, tea, coffee, and harmful drugs. Involvement with gambling; pornographic, erotic or indecent materials (including inappropriate Internet sites); disorderly, obscene or indecent conduct or expressions; or with other offensive materials, expressions, or conduct; or disruptive behavior, or other violations which are inconsistent with the principles of the Church and the BYU-Idaho Honor Code, is not permitted in student housing. Firearms, knives, ammunitions, explosives, or any devices which intended use is capable of inflicting injury or damaging property, are not permitted in student apartments. All guests of students must comply while on the premises of university-approved housing.

(c) Dress and Grooming Standards - All students of university-approved housing abide by the BYU-Idaho dress and grooming standards.

(d) Maintaining the Standards - Students are expected to help their guests and other residents understand and fulfill their responsibility under the BYU-Idaho Apartment Living Standards and BYU-Idaho Student Honor.

Student Signature _____

1. COST OF ACCOMMODATIONS & SERVICES:

(Receipts must be provided for all payments.)

SECURITY DEPOSIT:	\$125.00
<i>Refundable portion</i>	\$100.00
<i>Non-refundable portion</i>	\$25.00

RENT due as follows:

If rent is not paid according to option 1, amount due is option 2. If not paid according to option 2, amount due is option 3.

Spring 2011:
 Option 1: **\$750:** \$200 rent due with contract plus \$550 due April 15, 2011
 Option 2: **\$800:** \$200 rent due with contract plus \$200 due April 15, May 15, and June 15, 2011

Spring/Fall 2011
 Option 1: **\$1600:** \$210 rent due with contract plus \$1390 due April 15th, 2011
 Option 2: **\$1640:** \$210 rent due with contract plus \$750 due April 15 and \$680 due Sept. 5, 2011
 Option 3: **\$1680:** \$210 rent due with contract plus \$210 due April 15, May 15, June 15, August 1, Sept. 1, Oct. 1, and Nov. 1, 2011.

Fall 2010:
 Option 1: **\$925:** \$240 rent due with contract plus \$685 due Sept. 6, 2010
 Option 2: **\$960:** \$240 rent due with contract plus \$240 due Sept. 6, Oct. 1, and Nov. 1, 2010

Fall 2010/Winter 2011
 Option 1: **\$1800:** \$235 due with contract plus \$1565 due Sept. 6, 2010
 Option 2: **\$1840:** \$235 rent due with contract plus \$900 due Sept. 6, 2010 and \$705 due Jan. 3, 2011
 Option 3: **\$1880:** \$235 rent due with contract plus \$235 due Sept. 6, Oct. 1, Nov. 1, and Dec. 1, 2010, and Jan. 3, Feb. 1, and Mar. 1, 2011.

Winter 2011:
 Option 1: **\$925:** \$240 rent due with contract plus \$685 due Jan. 3, 2011
 Option 2: **\$960:** \$240 rent due with contract plus \$240 due Jan. 3, Feb. 1, and March 1, 2011

Winter/Spring 2011:
 Option 1: **\$1600:** \$210 rent due with contract plus \$1390 due Jan. 3, 2011
 Option 2: **\$1640:** \$210 rent due with contract plus \$900 due Jan. 3 and \$530 due April 15, 2011
 Option 3: **\$1680:** \$210 rent due with contract plus \$210 due Jan. 3, Feb. 1, Mar. 1, April 1, May 1, June 1, and July 1, 2011

LATE FEES: (See late fees in section 2)

UTILITIES: Included except limit on electricity. See addenda # 5. No telephone service provided.

PARKING: See Parking in Addenda section# 4

2. PAYMENT OBLIGATION: The undersigned agrees (A) to assume full, legal obligation for payment according to the terms of the Contract, (B) to the payment of **late fees** in the amount of **\$1 a day, beginning at the posted due date**, if not paid within **9 days** of the due date, and interest at 18% per annum on any past-due (unpaid after 30 days of the due date) accounts. (C) to pay all costs of collection including reasonable attorney's fees, and (D) submit to mediation and arbitration all disputes concerning payment. Amounts under \$250 are subject to mediation, but are not eligible for arbitration. (The failure to abide by the arbitration ruling may result in the student losing eligibility to continue as a student.)

3. DEPOSIT/APPLICATION FEES: The payment of **\$125.00** 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, and such additional charges as are found in the university-approved addenda. All tenants will be given a signed itemization of deductions, along with the deposit balance within 30 days following termination of tenancy. 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 to the landlord within 90 days or all claims are waived. Unresolved issues concerning the deposit return shall be subject to mediate/arbitration.

4. CANCELLATION/TERMINATION OF CONTRACT:
(All notification and verification must be submitted in writing, to the last known address. Refunds provided herein will be received within 30 days, after notice is provided.)

PRIOR TO COMMENCEMENT DATE: (A) Either party may cancel this Contract up to 61 days prior to occupancy beginning by written notice and a **\$50.00** fee. (B) Individuals who have entered into this contract anticipating admission to BYU-I who are ultimately not admitted will be refunded all monies paid, including the full security deposit upon prompt notification that their admission was denied. (C) New students may not contract for a semester prior to their admissions track; if a Contract is for a period outside of an admission track, the Contract shall be rolled to and valid for the next 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. A breach of this Contract by the tenant 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 demonstrate commercially reasonable efforts to mitigate damages by trying to fill the leased space.

TERMINATION BY STUDENT: (A) Students 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 fulfill 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) Students 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, the student may terminate this Contract without penalty, or further obligation: (1) Death of student, (2) Unforeseeable and unexpected catastrophic loss or serious illness, (3) Called into active military duty. In such instances prompt notification must be given the landlord and where reasonable appropriate verification provided. All rent will be prorated from the date of notice.

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 Cottonwood 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: Students living in approved housing waive all claims against the 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 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: Student will not be unjustly evicted and neither the Student nor the Landlord will harass or retaliate against the other for any reason. 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's apartment or room 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 students. Reasonable notice will be deemed given when repairs are requested by student 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 the other 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: Upon termination of this contract, the student will immediately vacate the premises and remove all student's and student's guests 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 the Contract is terminated, Landlord may assess a minimum handling fee of **\$150** to dispose of the property. Landlord will make reasonable efforts to contact student concerning the property, permit the student 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. All parties agree to mediate in good faith and to abide by any decision rendered by the Arbitration board, including any monetary award made

CONTRACT CONTINUED:

COTTONWOOD APTS. ADDENDA

Welcome to Cottonwood Apartments! We hope you will enjoy your stay at Cottonwood as you find new friends, build yourself spiritually, intellectually, and socially. We, as management of Cottonwood Apts., are eager to assist you in meeting these goals and hope you feel free to contact us at any reasonable time or any time in case of emergencies. The policies contained in this Addenda were developed as **part of the Cottonwood contract** and to give our residents a more clear understanding of what to expect when living in our complex. Residents are expected to cooperate fully with management in maintaining order in the complex and in living university and Cottonwood policies. Make sure any changes **are in writing** and initialed by both parties, or they may be invalid. Any additional AGREEMENTS ARE INVALID IF THEY CONTRADICT CONTRACT.

1. RENT PAYMENTS: Rent is to be **paid to Cottonwood Apts.** and mailed to **Virginia Pratt, 632 Dell Dr., Rexburg, ID 83440** or paid at **Cottonwood # 23** to the Head Resident.

2. LATE FEES, RETURNED CHECK FEES AND POST DATED CHECKS: Late fees will apply as stated in paragraph # 2 of main contract, including rent "due with contract", except with written approval from management. Each payment not paid on time may incur a separate late fee. When student is receiving financial aid, management will accept a letter in lieu of first payment, before payment due date, from financial aid office stating when money will be available. Student will not be charged late fees if rent is paid within 2 business days of stated date. A charge of **\$20** will be assessed for each **returned check**. Check will be replaced with cash or cashier's check within 2 business days of notice or late fees will apply. **Post dated and "hold" checks** will count as paid on date able to cash.

3. DISCOUNTS: Discounts will be deducted from the last payment received. **One discount per person.**
a. **Early Payment discount:** If rent is paid in full at least three months in advance of the beginning contract date, rent will be **decreased by \$100** for combined fall and winter contracts and **decreased by \$75** when signing combined winter/spring or spring/fall contracts.
b. **Group Discount:** When signing contracts for two semesters within 30 days of each other, each student in group will receive a discount according to number in group and which two semesters are contracted: spring/fall or winter/spring **3-\$30, 4- \$40, 5-\$50, or 6- \$75.** Fall/ winter: **3-\$40, 4-\$50, 5-\$75, 6-\$100.**
c. **New RM: First contract back from mission-save \$50 per semester if this discount is mentioned before signing contract.**

4. PARKING:
a. **Parking permits** are required for all vehicles taking a parking space at a cost of **\$25** per contract, due day vehicle arrives at Cottonwood. Permit will be placed on the back bumper of the driver's side (or clearly visible area on cycles). **Permit and fee are not transferable.** Vehicle must be registered in the name of student or guardian. **Only one vehicle per tenant in parking lot unless extra** space is available for a second vehicle, in which a second permit may be purchased for the cost of **\$50.** One motorcycle or scooter may be parked in an assigned area where other vehicles won't fit and will require a permit at the cost of **\$5.** **All replacement stickers will cost \$5. A late fee of \$10 will be assessed for any permit not paid for within 9 days of vehicle's arrival.**
b. **Bicycles** are brought to Cottonwood premises at tenant's own risk of theft or other loss. **One bicycle per tenant is allowed and permit is required.** Bicycle will be kept in a bicycle rack. We reserve the right to move any bicycle not in a rack, cutting lock if necessary. **No bicycle, scooter, etc., or part thereof, is allowed in apartments. Skate boards** shall not mar walls or have wheels rest on any carpet. **A \$10 fine** may be charged for any violation of these rules. Bicycles without permits, on the premises while student is not a current tenant, and/or disabled bikes are considered abandoned property and may be disposed of at owners cost.
c. **No trailers, boats, campers, RV's, extra or abandoned tires, mechanical parts, oil pans, etc.** are allowed on the premises, including inside apartments. **BLOCK HEATERS** for vehicles are not allowed unless he pays for cost of electricity used for heater judging by wattage of heater.
d. Tenant will be responsible for **damage** incurred from student's vehicle, including the leaking of fluids. No inoperable vehicle shall remain on premises longer than 7 days.
e. We reserve the right to **tow, at owner's expense, any vehicle, scooter, or motorcycle** which is parked improperly or permit has not been correctly placed.
f. If tenant desires to bring a **vehicle not disclosed** on this contract, we do not guarantee parking being available. Contact management **before** bringing vehicle.
Make, model and color of vehicle/s:

Auto, van, or truck: _____

Motorcycle/scooter: _____

Bicycle: _____

At Cottonwood, there are 100 parking stalls available for 144 residents. Cottonwood Apts. Will not sell more permits than it has stalls and guarantees a parking space for this contract as long as parking requirements are met and vehicle is disclosed in this contract. Student recognizes that Rexburg does not allow overnight on-street parking Dec 15 thru Mar 1. **Tenant agrees not to park a vehicle on Cottonwood property if vehicle is not disclosed in this contract and if permit is not properly attached.**

5. UTILITIES: Landlord will provide City of Rexburg utility services, up to \$40 per apartment per power bill of electricity, and natural gas. Tenant agrees to use all utilities prudently and conservatively. Keep lights, fans, TV's, computers, etc. off when not in use. Do not open windows or outside door during the heating season. Keep thermostats 5-10 degrees lower at night and when no one is home. TELEPHONE service is not

included. **Cable TV** services and high speed **internet** service are available but are not guaranteed to always work due to network, cable problems, or misuse by tenants.

6. SELLING CONTRACT: A **\$25 transfer fee** may be charged student selling contract. Student will give management a written statement of the intent to sell contract, to whom the contract is sold, and the price the contract is sold for. Tenant may not sell contract to anyone who has submitted an application or contract with Cottonwood Apts. New student signs his own deposit, application fee, and parking fee, and pays Cottonwood management all money due-not student selling contract. After contract from new student is signed and deposit is paid, any money already paid by student selling contract in excess of amount new student is paying will be refunded, not to exceed full price of current student's contract. If management has a waiting list, they reserve the right to fill the space, still charging the \$25 transfer fee. **New student obtains his own parking permit.**

7. CHECK IN AND CHECK OUT PROCEDURES:
Check-In: For normal semester contracts, residents may check in from 8 a.m. until 5 p.m. on the first day of the contract. Call management for hours and availability at other times and other contracts.
Check-Out: Residents and all belongings must be out of the apartment by stated time on the last day of the contract. Any time resident checks out, his room and share of the apartment must be "white glove" clean. "White Glove" assignments and "Check Out Procedures" will be available from management and/or given out prior to the end of the contract date. Tenant will choose or be assigned a job to complete. **Students must pass white glove clean check by the scheduled time or may be charged a recheck fee of \$10** for each time rechecked. Any deficiency in cleaning will be assessed by a cleaning crew after check out. Tenant/tenants will be charged **\$25 an hour (with ½ hour minimum)** for time needed to clean. The "Cottonwood Checkout Form" will need to be signed as proof of officially checking out by all departing tenant. **Any tenant who leaves without properly checking out may be charged a non-checkout fee of \$30.** Any personal property left by tenant will result in a minimum charge of \$10, including, but not limited to: bicycles, cinder blocks, dishes, pans, clothing, personal supplies, etc.

8. NON-CONTRACT DAYS: The **charge for occupancy before or after contract dates will be \$10 per day or part thereof.** Occupancy will begin when tenant receives a key or brings in belongings and will end when student and all belongings are removed and key is returned. If more than 7 extra days are needed, check with the owners for special rates. **Tenants with both winter and spring contracts** may stay during the semester break for no charge. **Christmas break and summer session** require contracts. **Student with either of these contracts agree to change apartments for consolidation and/or repairs.**

9. MANDATORY MEETINGS: At the beginning of each semester, mandatory meeting are held to explain university and apartment rules and procedures. **All residents will be held accountable for all information discussed or distributed in the meeting whether or not they attend.**

10. ROOM ASSIGNMENTS: Each student shall lease a space in the apartment complex and is not guaranteed a space in any specific apartment. Students may submit a written request for roommate and/or apartment choices and management will make an effort to honor as many requests as possible. **Landlord may relocate students without notice and without compensation if student has not received a key to apartment and/or between contracts, and during summer session and Christmas break.** If tenant is asked to permanently relocate to another apartment, other times than stated above, for non student caused reasons, landlord will compensate him \$25. If switches are done without management consent, there will be a charge of \$25. **If tenant does not have a bedroom roommate, all belongings will remain on one side of the bedroom and empty side must remain clean and inviting to a new tenant unless paying for a private room, or tenant may be charged the price of a private room.** If there are two empty spaces within one apartment, management may leave one bedroom unoccupied and/or ask student to move at any time.

PRIVATE rooms for school semesters are subject to availability on the first day of class on a need and/or first sign basis. If available, price is **\$250 extra** for spring semester and **\$300 extra** for fall and winter semesters. **Full payment will be made within 9 days of notification that space is available or late fees will apply.** Private room indicates no bedroom roommate-all furniture will remain in bedroom with beds set up as is. Private rooms are available for **summer session and Christmas** for prices stated in section 1 of BYU-I Standardized Contract.

I, _____, request a private room and agree to these conditions.

11. RENTAL FURNISHINGS AND PRIMISES: Included are: range; refrigerator; microwave; vacuum; TV; and basic kitchen, living room, and bedroom furniture. Some household items as listed on damage/inventory sheet are provided. If any of these items are lost or ruined, excepting normal wear and tear, tenants will replace with like quality

or be charged for replacements. Light bulbs are furnished and will be replaced by management if light burns out. Bulbs will be tenant's responsibility if missing, replaced with other types, or broken. Furnishings and appliances are not to be loaned, moved from current room in apartment (including desks), stacked, altered, or abused in any way. No mattresses are allowed in the living room and students will not sleep on couches. If tenants bring in extra **fridges, freezers, or air conditioners, etc., we may charge person/persons responsible \$5 per month plus any electricity overage the apartment incurs. Common facilities** include laundry, lounge, computer room, basketball court, courtyard, and storage; any of which may be closed for repairs or misuse by Tenants or guests. Laundry facility is coin-op. Items left in laundry will be treated as abandoned property.

12. FIRE/SAFETY: Open flames, including candles; or portable heaters are not allowed in apartments. No gas cans, propane tanks, or any flammable substances are allowed in or in front of apartments. **Management may remove any item that is deemed a fire hazard and put it in storage until the end of student's tenancy. A \$25 fine for disabling smoke alarms and/or monoxide detectors and a \$200 fine for tampering with fire extinguishers may be assessed.** If batteries in smoke detectors beep, either call management immediately for a replacement or put in a new battery yourself! **No items are allowed in the furnace closet. This is a violation of fire code. There may be a \$10 charge per tenant per violation if this code is violated.**

13. PROHIBITIONS:

WEAPONS/DRUGS/ETC: No firearms (including pellet and paint guns), explosives, knives (except reasonable cutlery), fireworks, dart board, Ouija boards, arrows, alcohol, illicit drugs, gambling, or tobacco as outlined in the *BYU-Idaho Student Housing Guidelines* are allowed. **Any dangerous items found on the premises may be removed by management and locked in a safe place until the end of student's tenancy,** at which time student has the responsibility to ask for its' return.

PETS are not allowed. Violations will be assessed \$10 per request to remove pet.

LOCKED OUT: Never remove a window screen to enter an apartment, as it may cause damage. Never leave a window open to be let in without a key. Security is seriously jeopardized by this practice. **Management may charge a \$5 fee for unlocking apartments if other than during office hours.**

"FUN" ACTIVITIES: Throwing snowballs in the vicinity of Cottonwood Apts. Is prohibited per City of Rexburg Ordinance # 639. Other damaging activities are not allowed, such as water or food fights in the apartments, lounge, computer room, or laundry room. No climbing on complex walls, railings, trees, etc., allowed.

GRASS: Enjoy our grass courtyard with fun, safe games and relaxation. Use sidewalks to get from place to place, not the grass. Do not cut corners and make walking paths across any grass-at the parking lot or within the courtyard.

PRANKS are prohibited if they damage property or feelings of others. Tenants are responsible for any cleaning and/or damage from any pranks done to their apartment or any part of Cottonwood property.

DECORATING: Please use good taste in accordance with LDS standards and the BYU-Idaho Honor Code and obtain approval of roommates for decorating apartments. No **nails, tacks,** or anything else that makes a hole are allowed in walls, ceilings, doors, etc. Please use sticky tack for light pictures, posters, etc. and make sure all residue has been removed when vacating apartment. Management will put in screws or nails if approved. No writing or painting on fridges walls, ceilings, or windows. No **tape, stickers, stars, adhesive backed hangers, or similar items** are allowed on walls, floors, ceilings, windows, doors, appliances, or furniture.

14. REPAIRS: Repair requests, except for emergencies which shall be called in to owners immediately, will be written on maintenance request papers available in the lounge or sent by e-mail to owners. Tenants shall not do their own repairs, but if done by tenant, they will be charged as damage for any poorly done.

15. DAMAGES: Residents are liable for tenant caused damages to their apartment or anywhere on Cottonwood property. **Student may be liable for unreported damage of any kind if it incurs further damage by not being reported.** When more than one person is involved, each person shall share in the expense. If unknown who caused damages, it will be the responsibility of everyone in affected apartment to pay damages. **Individuals will be charged the actual cost of repairs, including labor charges, or cost of expected loss of life expectancy. A few examples of cost of replacement or repair: Holes in walls, including tack/nail holes: \$10 and up; mattress covers: \$15 Shower Curtains: \$10; Shower Caddy: \$15; Broken or missing light bulbs: \$ 5+; keys: \$10 plus \$25 for rekeying the apartment door if necessary.**

WATER DAMAGE: Tenant assumes responsibility for water damage that has not been reported directly to the **owners** in a timely manner. Any water that gets on the floor shall be cleaned up immediately. Shower curtains shall remain tightly closed during use and not be replaced by tenants unless the exact type is used.

CLOGGED DRAINS, DISPOSALS: Tenants shall not use chemical drain cleaners, but shall report clogged drains to management promptly. Do not put anything in toilets that does not readily decompose, such as Q-tips, plastic, wipes, etc. Do not cut hair in tubs or sinks or try to wash it down the drains! Do not put potato peelings, rice, bones, stringy food, large amount of any food, or grease down disposals and keep a good stream of cold water flowing while in use. Do not use sinks as garbage disposals. **Tenant may be liable for any tenant caused problems with drains, toilets, and garbage disposals.**

16. HOUSEKEEPING: Students are required to maintain "decent" order and cleanliness in their living accommodations. Clean checks will be done weekly. Any student failing to do his share may be charge a **\$5** recheck fee. Any time an apartment or a portion thereof becomes unacceptable in cleanliness, we may bring in someone to clean and resident/s responsible will be charged **\$25 per hour, with a ½ hours minimum.** Area in front of apartment to the outside edge of the railings and/or sidewalks shall be the responsibility of students to keep clean and free of obstacles. Belongings of any type such as tools, storage boxes, clothing, etc. are not allowed to be placed outside of apartments and may be removed by management.

17. GUESTS: Overnight guests shall not stay during check-in, check-out, or semester breaks (family members may be an exception with permission), and may stay no more than a total of five days per semester. There will be no charge for guests who abide by these guidelines. Tenants may be charged **\$20** per night for unauthorized guests. No subletting allowed.

18. OVERNIGHT TRIPS: If for any reason a resident will be gone from his apartment for the night, an overnight pass, available on the bulletin board in the lounge, shall be filled out or tenant may e-mail management.

19. QUIET HOURS are from 10 p.m. until 8:30 a.m. Monday through Saturday and all day Sunday. Each resident is expected to refrain from disturbing activities such as loud conversation or laughter or loud playing of TV's, stereos, etc. Students do not have the right at any time to be so excessively loud that it is a disturbance to other residents.

20. SOUND EQUIPMENT/BANDS: Residents are not to bring powerful or bulky sound equipment such as large stereos, televisions, speakers, etc. because the noise is often a disturbance to other residents any may infringe on other's space. Do not bring amplified guitars or any instrument that is excessively loud.

21. TELEVISION AND OTHER MEDIA: Internet access, music, television, DVD's, or any form of entertainment, that are vulgar, immoral, inappropriate, suggestive, or pornographic in any way, no matter what the rating, that violates the spirit of the Code of Honor is not acceptable. R-rated viewing is unacceptable.

22. ENTRY: Student acknowledges notice is hereby given as to permission for management to enter residence, after knocking first, for emergencies, and honor code related check at any time; and between the hours of 8 a.m. and 11p.m. for clean checks, maintenance checks, repairs, or showing the apartment to prospective tenants.

23. PERSONAL PROPERTY/STORAGE: Apartments are NOT furnished with personal items, ie: Cooking utensils, linens, (except mattress covers), toiletries, cleaning supplies, etc. Storage is reserved for currently contracted tenants, is limited to 10 moderately sized containers, and is completely at tenant's own risk. No food, furniture, large items, car parts, or hazardous items allowed. Do not store valuable as storage is not secured at all times. Items in storage must be in stackable containers with name, contact information, and number (# __ of __total containers)clearly and securely marked on all items. Landlord reserves the right to charge a minimum fee of \$50 per semester or part thereof to any tenant who does not follow these guidelines for storage. Tenant agrees all food left in an apartment may be disposed of within 24 hours of vacating apartment.

24. ENTERPRISES OR BUSINESS: The operation of a business enterprise in the apartment is prohibited.

25. BAREBEQUE GRILLS are not to be moved. Please make sure the pan is below the hole in grill to catch grease. Clean grill and close gas valve after each use. If they get too dirty, we will not fill propane tanks until they are cleaned. Due to fire safety reasons, no tenant owned barbeque grills, hibachis, etc. are allowed on premises

26. AIR CIRCULATION/MOISTURE: Do not push beds, desks, etc. up against an outside wall of the apartment. Air needs to be able to circulate to dispel any moisture that may condense on walls. Do not use humidifiers in the apartments except for short term in case of illness. In cold weather, if moisture condenses on windows, please dry as soon as possible. Cover pans while cooking to reduce steam and cook at a simmer, not a hard boil. Run the fans in bathrooms until moisture has escaped.

27. GARBAGE is not allowed to be set outside apartment. Take to dumpsters along the driveway promptly. The City of Rexburg does not allow wood, metal thicker than ¼ inch, appliances, furniture, computers, motor oil, batteries, or any large or hazardous item or material in the dumpsters. Tenants leaving any such item may result in a **\$150 charge plus any charge we incur to dispose of items.** Rexburg has a transfer station where such items may be taken, or Deseret Industries will take good, useable items.

28. MAIL SERVICE: Your address is: 42 South 1st West # ____, Rexburg, Id 83440.

29. TERMS: The terms management, owner, landlord, manager, and/or head resident are used interchangeably. The terms student, resident, and tenant are used interchangeably.

