

BYU-Idaho Student-Landlord Contract

2010/2011

Normandy Apartments

114 West 3rd South, Rexburg, ID 83440

webpage: cottonwoodnormandy.com, e-mail: pratt.merrell@gmail.com

Owners/Managers: 208-656-0056 Head Residents: 208-356-7234

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, 2011 <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"/> Fall 2010/Spring 2011: 8 a.m. Sept 6 thru 5 p.m. Dec 18, 2010 and 8 a.m. April 9, thru 1 pm July 23, 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: Maximum 5 girls per 2 bed. apt. or 3 girls per 1 bed. apt.			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the BYU-Idaho Honor Code or the BYU-Idaho Apartment Living Standards nor have I been dismissed, suspended, nor have I withdrawn (in lieu of being suspended or dismissed) from BYU-Idaho for academic or non-academic reasons, nor am I registered as a sex offender.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 1, and June 1, 2011

Spring/Fall 2011
 Option 1: **\$1600:** \$210 rent due with contract plus \$1390 due April 15, 2011
 Option 2: **\$1640:** \$210 rent due with contract plus \$750 due April 15 and \$680 due Sept 5, 2011
 Option 3: **\$1670:** \$210 rent due with contract plus \$210 due April 15, June 15, August 1, Sept 1, Oct 1, and Nov 1, 2011.

Fall 2010:
 Option 1: **\$875:** \$230 rent due with contract plus \$645 due Sept. 6, 2010
 Option 2: **\$920:** \$230 rent due with contract plus \$230 due Sept. 6, Oct. 1, and Nov. 1, 2010

Fall 2010/Winter 2011
 Option 1: **\$1700:** \$220 due with contract plus \$1480 due Sept. 6, 2010
 Option 2: **\$1740:** \$220 rent due with contract plus \$875 due Sept. 6, 2010 and \$645 due Jan. 3, 2011
 Option 3: **\$1760:** \$220 rent due with contract plus \$220 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 **7 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 Normandy 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.

