

**Brigham Young University-Idaho Student Landlord Contract**

**Normandy Apts.** website: cottonwoodnormandy.com,

Apt. address: 114 West 3<sup>rd</sup> South, Rexburg, ID 83440  
 Owners/Managers: 208-656-0056 Assistant managers: 208-356-7234

Payment mailing address: 632 Dell Dr., Rexburg, ID 83440  
 e-mail: vpratt@cottonwoodnormandy.com

Student's Name:			BYU-I E-Mail:		
Home Address:					
City:	State:	Zip:	Cell Phone #:		
Occupancy Dates: Initial desired time period/s					
_____ Winter 2013: 8 a.m. Jan. 2 thru 6 p.m. April 08, 2013					
_____ Spring 2012: 8 a.m. April 14 thru 6 p.m. July 21, 2012					
_____ Winter/Spring 2013: 8 a.m. Jan. 2 thru 6 pm. July 22, 2013					
_____ Fall 2012: 8 a.m. Sept 6 thru 6 p.m. Dec 15, 2012.					
Type of Apartment/Room: Shared:					Apt. #
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 addendum.					
_____		_____		_____	
<b>Student Signature</b>		<b>Date</b>		<b>Landlord Signature</b>	
<b>Date</b>		<b>Date</b>		<b>Date</b>	

**ELIGIBILITY FOR APPROVED HOUSING**

I hereby certify that I am a "student" in good standing and am eligible to rent and reside in BYU-Idaho approved housing. I have been admitted to a track as a student at BYU-Idaho. (Students enrolled in Continuing Education who are not admitted to a track are not eligible.) I understand that I cannot live in approved housing prior to my assigned semester start date or after graduation. I recognize that if I become a student enrolled in any other institution or school, I am not eligible to live in BYU-Idaho approved housing. I further certify that I am not registered as a sex offender. I recognize and understand that my certification of student status and continual maintenance of such status is material to and relied upon by Landlord in entering into this rental agreement. Any misrepresentation found herein is grounds for immediate termination of this rental agreement and such other legal and equitable remedies as Landlord may pursue. (See section 5 for more information.)

\_\_\_\_\_  
**Student Signature** \_\_\_\_\_  
**Date**

**COMPLIANCE WITH APARTMENT LIVING STANDARDS**

I agree to comply with and acknowledge Landlord's and my responsibility to maintain the BYU-Idaho Apartment Living Standards as stated in the *Approved Housing Guidebook* (<http://www.byui.edu/housing/guidebook>). Students are expected to help their guests and other residents understand and maintain the BYU-Idaho Apartment Living Standards. Failure to meet these expectations can be sufficient cause for termination of this Contract and eviction.

\_\_\_\_\_  
**Student Signature** \_\_\_\_\_  
**Date**

**PARKING ACKNOWLEDGMENT**

I know and understand that whether I own or operate a motor vehicle, I am responsible to know the parking guidelines and requirements of the housing complex and abide by them. I also understand that I have a responsibility to reasonably inform guests that visit my apartment complex 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. I understand that if a car is booted or towed while legally parked, there is a limited appeal to the BYU-Idaho Housing & Student Living Office through the mediation/arbitration process found in the *Approved Housing Guidebook*.

\_\_\_\_\_  
**Student Signature** \_\_\_\_\_  
**Date**

**1. COST OF ACCOMMODATIONS & SERVICES:**

**Spring 2012**

Application Fee:	<b>\$ 25</b>
Security Deposit:	<b>\$100</b>
Utilities: Included except limit with electricity as noted in Addendum # 5	
Rent per semester	<b>\$895</b>
Total per semester without parking:	<b>\$1020</b>
Optional cost:	
Parking: _____ initial if bringing a vehicle	<b>\$25</b>
Total with parking:	<b>\$1045</b>

**Fall Semester 2012 and Winter Semester 2013**

Application Fee:	<b>\$ 25</b>
Security Deposit:	<b>\$100</b>
Utilities: Included except limit with electricity as noted in Addendum # 5	
Rent per semester	<b>\$925</b>
Total per semester without parking:	<b>\$1050</b>
Optional cost:	
Parking: _____ initial if bringing a vehicle	<b>\$25</b>
Total per semester with parking:	<b>\$1075</b>

**PAYMENT SCHEDULE:**

**Spring 2012**

Date	With application	April 20, 2012
Amount	\$125 deposit and application	\$895 or \$920 with parking

**Fall 2012**

Date	With application	Sept. 10, 2012
Amount	\$125 deposit and application	\$925 or \$950 with parking

**Winter 2013**

Date	With application	Jan. 5, 2013
Amount	\$125 deposit and application	\$925 or \$950 with parking

**\*\*\*Sign up for two semesters together and save \$100 on the second semester.**

**2. PAYMENT OBLIGATION:** The undersigned agrees to: (A) assume full, legal obligation for payment according to the terms of this Contract; (B) pay late fees in the amount of **\$25** if not paid within 5 days of the due date and interest at 12% per annum on any past-due (unpaid after 30 days of the date due) accounts; (C) pay all costs of collection including reasonable attorney's fees; and (D) submit to mediation and arbitration all disputes concerning payment. Failure to abide by the arbitration ruling may result in Student losing eligibility to continue as a student.

**3. DEPOSIT/APPLICATION FEES:** The payment of **\$125** serves as a security deposit and does include an application fee as stated in section 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/transfer fees, liquidated damages for cancellation of this Contract as provided for in section 4, and such additional charges as are found in the University-approved addendum.

Student will be given a signed, itemization of deduction along with the deposit balance within 30 days following termination of tenancy. In order to expedite return of the deposit, Student 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 Landlord within 90 days or all claims are waived. Unresolved issues concerning the deposit return shall be subject to mediation/arbitration.

#### **4. CANCELLATION/TRANSFER OF CONTRACT PRIOR TO OCCUPANCY**

**START DATE:** (A) Up to 61 days prior to contract occupancy start date: Either party may cancel this Contract by written notice and a \$50 fee paid by the initiating party. If Landlord initiates the cancellation request, a full refund of all monies paid including the cancellation fee will be returned to Student within 15 days; (B) **Within 60 days of occupancy start date:** This contract may not be cancelled within 60 days prior to semester occupancy start date unless agreed upon in writing by both parties. Student, however, may find a suitable replacement for his/her Contract. When a suitable replacement is provided (acknowledgement of suitability cannot unreasonably be withheld), Landlord will notify Student in writing of Student's release of obligation and refund any monies paid minus a \$25 transfer fee. If Student is unable to provide a suitable replacement, Landlord may collect for all the obligations contained in this Contract but must demonstrate commercially reasonable efforts to mitigate damages by filling the leased space; (C) Individuals who have entered into this Contract anticipating admission to BYU-Idaho who are ultimately not admitted shall be refunded all monies paid, including the full security deposit upon prompt notification that their admission was denied; (D) New students may not contract for a semester prior to their assigned track.

**5. BREACH OF CONTRACT BY STUDENT:** Student may be in breach of Contract for the following reasons: (A) Student voluntarily withdrawing from BYU-Idaho during a semester; (B) Student is required to leave University for violation of the Honor Code, Academic Suspension, or when Student fails to maintain eligibility to live in student-approved housing. (Students who have lost their eligibility cannot continue living in student housing. See "Eligibility for Approved Housing"); (C) Student fails to make any payment under this contract when due; (D) When cost of damages caused by Student or any guests of Student exceeds the amount of the security deposit; (E) When Student violates the Apartment Living Standards; (F) When Student conduct interferes with other residents' rights to peaceful enjoyment of the premises, recklessly endangers human life including self, or damages, defaces, or destroys the property of or threatens physical harm against other students or the Landlord; or (G) When Student suffers, permits, or maintains any nuisance or any health or safety hazard on the premises. Student agrees to cover all costs of eviction including legal penalties provided by law and attorney's fees. Student is under full obligation of this agreement including payment in full unless a suitable replacement can be found as stated in section 4(B).

**6. BREACH OF CONTRACT BY LANDLORD:** Landlord may be in breach of Contract for the following reasons: (A) Landlord fails to maintain complex according to BYU-Idaho requirements as stated in the *Approved Housing Guidebook*; (B) Landlord materially misrepresents complex on website and/or in written information such as e-mails, flyers, brochures, etc.; (C) When Landlord suffers, permits, or maintains any nuisance or any health or safety hazard on the premises. Landlord agrees to release Student from this Contract and cover moving costs.

**7. TERMINATION OF CONTRACT AFTER OCCUPANCY START DATE:** If there is no breach of Contract by either Student or Landlord as indicated above, this Contract may be terminated for the following reasons upon the agreement of both parties: (1) Unforeseeable and unexpected catastrophic loss or serious illness; (2) Death of Student; (3) Student called into active military duty. In such instances, appropriate verification must be promptly provided to the Landlord. All rent will be prorated from the date of notice and the contract will be terminated without penalty or further obligation.

**8. UNIVERSITY TERMINATION OF APPROVED HOUSING:** When BYU-Idaho notifies Landlord that his/her approved housing status has been revoked, Student may terminate Contract by written notice within five days. Landlord agrees to remit within five days of the date of the written notice from Student the balance of any prepaid rent and/or deposit monies to any Student electing to terminate this Contract. Landlord may only pro-rate rents and amounts expensed against the deposit. (See section 3.)

**9. TRANSFER OF STUDENT WITHIN COMPLEX:** A request for transfer to an apartment/room other than the original assignment may be made by either Landlord or Student using the following process: (A) The initiating party requests either in person or in writing, to the best known address, the reason for the transfer; (B) A written response is due seven days after date of correspondence; (C) Agreement to the reassignment cannot unreasonably be withheld; (D) 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.

**10. HOUSING REGULATIONS:** Student, his/her guests, on-site managers, and other employees of the property are required to abide by the BYU-Idaho Honor Code, Apartment Living Standards, and the approved addendum which are incorporated by reference as part of this Contract. Failure to comply with the terms of this Contract will be seen as a material breach of this Contract and dealt with accordingly. No modifications of this Contract may be made by interlineations or

other writing unless such other writing is approved by the BYU-Idaho Housing & Student Living Office.

**11. RIGHTS OF POSSESSION, PRIVACY, AND ENTRY:** Student will not be unjustly evicted and neither Student nor Landlord will harass or retaliate against the other for any reason. Landlord may not enter Student's apartment without consent of at least one of the residents or after giving 12-hours notice either delivered to Student or posted in a conspicuous place stating intent to enter. Landlord reserves the right to enter Student apartment or rooms with reasonable notice and after knocking for emergencies, maintenance, repairs, cleaning, inspection, to ensure compliance with the Honor Code, and to show apartment to prospective tenants. Reasonable notice will be deemed given when repairs are requested by Student and Landlord enters at a reasonable time of day and after knocking.

#### **12. PROPERTY CONDITION:**

**STUDENT OBLIGATION:** Student accepts the premises as being in good order and reasonably clean unless otherwise indicated in writing to Landlord within 48 hours of commencing occupancy. Student agrees to: (A) maintain property in a reasonably clean and safe condition with no alterations of any kind; (B) use reasonable care in consumption of utilities and services; (C) avoid unreasonable noise or other disruption of peaceful enjoyment of others; (D) be responsible for damages caused by him/her or guests which are beyond reasonable wear and tear; (E) notify Landlord of needed repairs; and (F) notify Landlord of 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 Uniform Physical Condition Standards (BYU-Idaho *Approved Housing Guidebook* incorporated herein by reference); (B) provide furnishings and appliances in a safe, clean, and operable condition; (C) respond promptly to emergencies and maintenance requests; and (D) work with due diligence to correct any problems.

**13. ABANDONED PROPERTY:** Upon termination of this Contract, Student will immediately vacate the premises and remove all Student's and Student's guest's property. Landlord and Student agree that if any personal or Student's guest's property is left on the premises or in any storage facility after Contract is terminated, Landlord may assess a maximum handling fee of \$150 to dispose of the property. Landlord will make reasonable efforts to contact Student concerning the property and permit Student to enter and remove the property. Landlord may dispose of the property by sale or otherwise after 30 days. Money received from disposing of the property may be applied to outstanding amounts due or offset against the cost of disposal or expense of handling the property.

#### **14. PROTECTION OF PERSONAL PROPERTY:**

Student waives all claims against Landlord for personal injury or loss of or damage to clothing, valuables, or other personal property, including money, unless such loss or damage is due to negligence of Landlord. It is recommended that Student carry his/her own renter's insurance to cover potential personal-property losses. Landlord who disposes of personal property belonging to a current Student without permission of Student will reimburse Student for fair market value of item(s).

**15. GUESTS:** Overnight guests are discouraged but may stay with the explicit consent of the manager and roommates. Extended or excessive number of stays is not permitted. A guest fee may be charged. Guests must be the same gender as the other residents and must abide by the BYU-Idaho Honor Code and Apartment Living Standards.

**16. DISPUTE SETTLEMENT/ARBITRATION:** Landlord and Student agree that should any dispute arise concerning any matter covered by this 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 *BYU-Idaho Approved Housing Guidebook* and at [www.byui.edu/housing](http://www.byui.edu/housing). All parties agree to mediate in good faith and to abide by the decision rendered by the Housing & Student Living Arbitration Board including any monetary award made.

## NORMANDY ADDENDUM

### Contract continued:

The policies contained in this Addendum are part of the Normandy contract and are incorporated to give our students a more clear understanding of what to expect while living in our complex.

**1. RENT PAYMENTS:** Rent is to be paid to Normandy Apts. and mailed to Virginia Pratt, 632 Dell Dr., Rexburg, ID 83440, paid at Normandy # 6 to the Head Resident, dropped in the RENT box in the lounge, or paid directly to Virginia Pratt. If, because of extenuating circumstances, student is unable to make any payments on due dates as stated in this contract, student must contact Virginia Pratt prior to the due date to make an approved alternate written arrangements. This includes waiting for financial aid, medical problems, problems with work schedules, paycheck dates, etc.

### **2. LATE FEES, RETURNED CHECK FEES:**

**Late fees** will apply as stated in the contract, section 2, including rent “due with contract”, unless alternate plans are made according to item # 1 above. **Each payment not paid on time** may incur a separate late fee.

**Returned checks** will be assessed a **\$20 fee** and will be replaced with cash, cashier’s check, or money order within 2 business days of notification by Normandy management or payment will be counted as late.

### **3. DISCOUNTS: Discounts will be deducted from the last contract payment.**

a. **Group Discount:** When signing contracts within 30 days of each other, each student in a group will receive a discount according to number in group: **3-\$20, 4-\$30, 5-\$40, or 6-\$50**. Group does not need to reside in the same apartment. **Group discounts are available only once per student.**

b. **Missionary Discount:** There will be a **\$50 discount** for a returned missionary the first semester at BYU-Idaho and within four months after returning from the mission.

### **4. PARKING:**

a. **Parking permits** are required for all vehicles taking a parking space at a cost of **\$25** per semester, **\$10 for summer session**, and **\$10 for Christmas**. Payment is due the day vehicle arrives and at the beginning of each subsequent contract time period. Permit will be placed on the back bumper of the driver’s side (or clearly visible area on cycles). **Permit and fee are non-transferable and non-refundable if student leaves before the end of contract.** Vehicle must be registered in the name of student or guardian. **Only one vehicle per student is allowed in marked stalls of parking lot.** One scooter or motorcycle may be parked in an assigned area where other vehicles won’t fit. Scooter or motorcycle will require a permit at the cost of **\$5**. **Replacement permits will cost \$5.**

b. **Bicycles** are brought at tenant’s own risk. **One bicycle per student is allowed and permit is required. There is no cost for permit.** Bicycle will be kept in a bicycle rack at all times. We reserve the right to move any bicycle in any other area to a rack. No bicycle, scooter, etc., or part thereof, is allowed in apartments. **Skateboards** shall not mar walls or have wheels rest on any carpet. **A \$10 fine** may be charged for any violation of these bicycle, scooter, and skateboard rules. Bicycles without known owners or on the premises while student is not a current tenant are considered abandoned property as outlined in section 13 of the contract.

c. **No trailers, boats, campers, RVs, extra or abandoned tires, mechanical or structural vehicle parts, oil pans, or any similar items** are allowed on the premises, including inside apartments. **Block heaters** for vehicles are not allowed.

d. Tenant will be responsible for **damage** 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** which is parked improperly or on which a permit has not been correctly placed.

f. If student desires to bring a **vehicle not disclosed** on this contract, we do not guarantee parking being available. Contact management **before** bringing vehicle.

At Normandy there are 30 parking stalls available for 59 residents. Normandy Apts. will not sell more permits than it has stalls and guarantees a parking space for student who has disclosed a vehicle in this contract as long as parking requirements are met as noted above. Student recognizes that Rexburg does not allow overnight on-street parking Dec. 15 thru Mar. 1. **Student agrees not to park a vehicle on Normandy property if permit is not properly attached and paid for.**

### **Make, model and color of vehicle:**

Car, van, or truck: \_\_\_\_\_

Motorcycle/scooter: \_\_\_\_\_

Bicycle: \_\_\_\_\_

**5. UTILITIES:** Landlord will pay City of Rexburg utility services. Landlord will pay electricity up to the following amount per power bill: **One bedroom apt: \$70 or \$25 plus \$15 per tenant** if apartment is not fully occupied; **Two Bedroom apt: \$115 or \$40 plus \$15 per tenant** if not fully occupied. Tenant agrees to use all utilities prudently and carefully. When not in use, keep lights, fans, TV’s, etc. off and electronics turned off and unplugged. Do not open windows or leave outside door open during the heating season. Keep thermostats a few degrees lower at night and when no one is home. **Telephone** service is not included. High speed **Internet**

services are included but are not guaranteed to work due to network problems or misuse by tenants. **Cable TV** service is included.

**6. SELLING CONTRACT:** In addition to item # 4 in “Student Landlord Contract”, the following applies: 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. Student may not sell contract to anyone who has submitted an application or contract or has already agreed with management to sign a contract. Student buying contract pays her own deposit, application fee, and parking fee, and pays Normandy Apts. all money due-not student who is selling contract.

### **7. CHECK-IN AND CHECKOUT PROCEDURES:**

**Check-in:** For semester contracts, residents may check in from 8 a.m. until 5 p.m. on the first day of the contract and from 4 until 6 p.m. on following days, excluding Saturdays or Sundays. E-mail management for alternate check-in times.

**Checkout:** Students and all belongings must be out of the apartment by stated time on the last day of the contract. Any time student checks out, her room and assigned cleaning job must be “white-glove” clean, and student must officially check out with management. **Any student who leaves without properly checking out may be charged a non-checkout fee of \$10.** “White-Glove” document and “Checkout Procedures” document will be available from management and/or will be handed out prior to the end of contracts. Any deficiency in cleaning will be assessed by a cleaning crew after checkout and student/students will be charged **\$32** an hour, **(with a ¼ hour minimum)** for time needed to clean. Any personal property including, but not limited to: bicycles, cinder blocks, dishes, pans, clothing, food, etc., left by student will be considered abandoned property as outlined in section 13 of contract and will result in a minimum charge of **\$10**.

**8. NON-CONTRACT DAYS:** The **charge for occupancy before or after contract dates** will be **\$12 per day or part thereof**. Occupancy will begin when student receives a key or brings in belongings and will end when student and all belongings are removed.

**9. MANDATORY MEETINGS:** At the beginning of each semester, a mandatory meeting is held to explain university and apartment rules and procedures. **Student will be held accountable for any information discussed or distributed in the meeting whether or not she attends.**

**10. ROOM ASSIGNMENTS:** 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, with no guarantee requests can be filled, including requests for the one bedroom or the two bedroom apartments. Please see “Student Landlord contract” for student apartment transfers.

### **11. RENTAL FURNISHINGS AND PREMISES:**

a. Apartments are **not** furnished with personal items such as cooking utensils, linens (except mattress covers, which are provided), toiletries, cleaning supplies, etc. Apartments are furnished with range, refrigerator, microwave, dishwasher, vacuum, and basic kitchen, living room, and bedroom furniture. Some household items are provided as stated on inventory papers given at check in. If any of these items are lost or ruined, excepting normal wear and tear, students will replace with like quality or be charged for replacements. Light bulbs are furnished and will be replaced by management if light burns out. Light bulbs will be student’s responsibility if missing, replaced with other types, or broken. Furnishings are not to be loaned, moved from apartments, stacked, altered, or abused in any way. **Beds and mattresses** are not to be moved by students. Students shall not sleep on the couches. Students shall not bring in **personal items** which are not normal household items. If student brings in an extra fridge, freezer, air conditioner, etc., we may charge student/students responsible any **electricity overage** the apartment incurs.

b. Bedbugs are becoming more prevalent in college housing. In order to prevent and protect against infestations, students are not allowed to bring **used furniture** into the complex. This includes any fabric covered furnishings such as couches, chairs, love sacs, etc. Wood furniture, such as dressers, bookcases, end tables, night stands, etc., also may harbor bedbugs and is not acceptable. We provide furnished apartments with suitable furnishings for your needs. Additional furniture not only presents a risk for bedbugs, but is also often unsightly and crowds existing space, presenting a safety hazard

c. **Common facilities** include laundry, lounge, and storage, any of which may be closed for repairs or misuse by students or guests. Laundry facility is coin-op. Items left in laundry will be considered abandoned property as outlined in section 13 of contract. The courtyard and lounge at Cottonwood Apartments are available for use to Normandy residents when available and scheduled.

d. **Students shall not store other’s belongings in their apartments.**

e. **Locked out:** Never remove a window screen to enter an apartment, as it may sustain 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.**

**f. Decorating:** Please use good taste in accordance with “For the Strength of Youth Standards” and the BYU-Idaho Honor Code and obtain approval of roommates when 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. 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.

**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. **Due to fire safety regulations, personal barbecue grills, hibachis, etc.** are not allowed. **Student will be required to remove any item that is deemed a fire hazard.** A \$25 fine for disabling smoke alarms and/or monoxide detectors and a \$250 fine for tampering with fire extinguishers will be assessed. If batteries in smoke detectors beep, either call management immediately for a replacement or put in a new battery yourself.

**13. PROHIBITIONS: WEAPONS/DRUGS/ ETC.:**

**a. No firearms** (including pellet and paint guns), **explosives, knives** (except reasonable cutlery), **fireworks, dart boards, Ouija boards, arrows, alcohol, illicit drugs, gambling, or tobacco** as outlined in the *BYU-Idaho Approved Housing Guidebook* are allowed.

**b. Pets** are not allowed in apartments.

**c. Throwing snowballs** in the vicinity of Normandy Apts. is prohibited per City of Rexburg Ordinance # 639.

**d. Other activities** that may be **damaging** to the apartments are not allowed, such as water fights or food fights. No climbing on complex walls or railings is allowed.

**e. Pranks** are prohibited if they damage property or feelings of others. Students are responsible for any cleaning and/or damage from pranks done to the inside or outside of their apartment.

**14. REPAIRS:** Repair requests will be written on maintenance request papers available in the lounge or sent by e-mail to owners. In case of emergencies, such as anything involving running water, badly clogged drains, lost electricity, or safety issues, call the owners immediately. Student shall not do her own repairs and will be charged as damage any poorly done repairs.

**15. DAMAGES:** Students are liable for damages to their apartment. **Students may be liable for unreported damage (no written request to fix a problem) if it incurs further damage by not being reported.** Any water that gets on the floor shall be cleaned up immediately. Shower curtains shall remain tightly closed during use. Students shall not use chemical drain cleaners but shall report **clogged drains** to management promptly. Do not put anything in **toilets** that does not completely and quickly decompose, such as Q-tips, plastic, wipes, tampons, 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. **Student may be liable for any student- caused problems with drains, toilets, and garbage disposals.** When more than one student is involved in damages or responsible party is not known, each student in apartment shall share in the expense. **Students will be charged the actual cost of repairs, including labor charges; or cost of loss of life expectancy. A few examples of costs: Holes in walls, including tack/nail holes: \$10 minimum, mattress covers: \$20, shower curtains: \$10, broken or missing light bulbs: \$5, keys: \$10 plus \$25 for rekeying the apartment door if necessary.**

**16. HOUSEKEEPING:** Students are required to maintain decent order and cleanliness in their living accommodations. Clean checks will be done weekly. 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 **\$32 per hour, with a ½ hour minimum.** Area in front of apartments 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.

**17. GUESTS:** Please refer to sections 10 and 15 of the contract. No overnight student guests are allowed one week before or after the end of a semester or during any university break. No guest may stay more than a total of five days per semester. Tenants may be charged **\$20** per night for unauthorized guests.

**18. SOUND EQUIPMENT/BANDS:** Students 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 and may infringe on others’ space. Do not bring amplified guitars or any instrument that is excessively loud. No bands of any kind may practice at Normandy.

**19. STORAGE:** Storage is reserved for **contracted current and/or future students.** Storage is limited to 4 moderately sized containers, and is completely at student’s own risk. No food, furniture, large items, car parts, or hazardous items allowed. Do not store valuables as storage is not secured at all times. Items in storage must be in stackable (unless an item fits well on a shelf) containers with name, contact information, and number of containers ( # \_\_\_ of \_\_\_total containers) clearly

and **securely** marked on all items. Landlord reserves the right to charge a fee of \$50 per semester to any student who violates these storage rules. Student agrees all unidentified food left in an apartment may be disposed of within 24 hours of vacating apartment.

**20. ENTERPRISES OR BUSINESSES:** The operation of a business enterprise at Normandy Apartments is prohibited.

**21. AIR CIRCULATION/MOISTURE:** Do not push beds, desks, cardboard, poster board, boxes, 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. If moisture condenses on windows or walls, please dry them as soon as possible. Do not use humidifiers in the apartments. Cover pans and simmer food while cooking to reduce steam. Run the fan in the bathroom until moisture has dispersed. Do not dry clothing in your apartment as it puts excess moisture in the air. Clean any mold you see with a strong bleach solution or notify management immediately.

**22. GARBAGE** is not allowed to sit outside any apartment. Take to dumpster in parking lot 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. Students leaving any such items will be liable for the cost of removal of their items. Rexburg has a transfer station for large garbage items. Auto service vendors often take used oils. Deseret Industries will take good, useable items. Please use these venues yourself.

**23. CONTACTING STUDENTS:** Students’ BYU-Idaho e-mail will be the most used method of contacting students before move-in and throughout tenancy. Please check it often.

**24. MAIL SERVICE:** Your address is: 114 W. 3rd S. #\_\_\_, Rexburg, ID 83440.

**25. TERMS:** For the purposes of this contract, the terms “owner”, “landlord”, “manager”, and/or “head resident” are used interchangeably and are all part of the management team for Normandy. The term “student” refers to a student who holds a current contract with Normandy Apartments.

**26. BEDROOM SIZE:** The landlord discloses to student and student understands Normandy facilities do not contain the number of square feet of bedroom or closet space per occupant currently required by BYU-Idaho, but that the landlord has been granted a variance from BYU-Idaho Housing and Student Living Office pertaining to this requirement due to good space in the kitchen/dining/living room areas.

\_\_\_\_\_  
Student’s initials                      Date

**ALTERNATE PAYMENT PLAN \_\_\_\_\_ Initial if making installments**

A \$20 installment fee is added for payment plans.

**Spring Semester 2012**

Application Fee:	<b>\$ 25</b>
Security Deposit:	<b>\$100</b>
Utilities: Included except limit with electricity as noted in Addendum # 5	
Rent per semester	<b>\$915</b>
Total per semester without parking:	<b>\$1040</b>
Optional cost:	
Parking: _____ initial if bringing a vehicle	<b>\$25</b>
Total per semester with parking:	<b>\$1065</b>

**ALTERNATE PAYMENT SCHEDULE:**

Spring 2012

Date	With application	April 20	May 20	June 20
Amount	\$125 deposit and application	\$305, \$330 with parking	\$305	\$305

**ALTERNATE PAYMENT PLAN \_\_\_\_\_ Initial if making installments**

A \$20 installment fee is added for payment plans.

**Fall Semester 2012 or Winter Semester 2013**

Application Fee:	<b>\$ 25</b>
Security Deposit:	<b>\$100</b>
Utilities: Included except limit with electricity as noted in Addendum # 5	
Rent per semester	<b>\$945</b>
Total per semester without parking:	<b>\$1070</b>
Optional cost:	
Parking: _____ initial if bringing a vehicle	<b>\$25</b>
Total per semester with parking:	<b>\$1095</b>

**ALTERNATE PAYMENT SCHEDULE:**

Fall 2012

Date	With application	Sept. 10	Oct. 10	Nov. 10
Amount	\$125 deposit and application	\$315, \$340 with parking	\$315	\$315

Winter 2013

Date	With application	January 5	Feb. 5	Mar. 5
Amount	\$125 deposit and application	\$315, \$340 with parking	\$315	\$315

## Brigham Young University-Idaho Student Landlord Contract

### Normandy Apts. website: cottonwoodnormandy.com,

Apt. address: 114 West 3<sup>rd</sup> South, Rexburg, ID 83440

Payment mailing address: 632 Dell Dr., Rexburg, ID 83440

Owners/Managers: 208-656-0056 Assistant managers: 208-356-7234

e-mail: vpratt@cottonwoodnormandy.com

Student's Name:		BYU-I E-Mail:	
Home Address:			
City:	State:	Zip:	Cell Phone #:
Occupancy Dates: Initial desired time period/s			
___ Summer Session 2012: 8 p.m. July 21 thru 7 a.m. Sept. 6, 2012 ___ Christmas Break 2011: 8 p.m. Dec. 17, 2011 thru 7 a.m. Jan. 2, 2012			
Type of Apartment/Room: Shared:			Apt. #
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 addendum.			
_____ Student Signature		_____ Date	
_____ Landlord Signature		_____ Date	

#### ELIGIBILITY FOR APPROVED HOUSING

I hereby certify that I am a "student" in good standing and am eligible to rent and reside in BYU-Idaho approved housing. I have been admitted to a track as a student at BYU-Idaho. (Students enrolled in Continuing Education who are not admitted to a track are not eligible.) I understand that I cannot live in approved housing prior to my assigned semester start date or after graduation. I recognize that if I become a student enrolled in any other institution or school, I am not eligible to live in BYU-Idaho approved housing. I further certify that I am not registered as a sex offender. I recognize and understand that my certification of student status and continual maintenance of such status is material to and relied upon by Landlord in entering into this rental agreement. Any misrepresentation found herein is grounds for immediate termination of this rental agreement and such other legal and equitable remedies as Landlord may pursue. (See section 5 for more information.)

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

#### COMPLIANCE WITH APARTMENT LIVING STANDARDS

I agree to comply with and acknowledge Landlord's and my responsibility to maintain the BYU-Idaho Apartment Living Standards as stated in the *Approved Housing Guidebook* (<http://www.byui.edu/housing/guidebook>). Students are expected to help their guests and other residents understand and maintain the BYU-Idaho Apartment Living Standards. Failure to meet these expectations can be sufficient cause for termination of this Contract and eviction.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

#### PARKING ACKNOWLEDGMENT

I know and understand that whether I own or operate a motor vehicle, I am responsible to know the parking guidelines and requirements of the housing complex and abide by them. I also understand that I have a responsibility to reasonably inform guests that visit my apartment complex 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. I understand that if a car is booted or towed while legally parked, there is a limited appeal to the BYU-Idaho Housing & Student Living Office through the mediation/arbitration process found in the *Approved Housing Guidebook*.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

#### 1. COST OF ACCOMMODATIONS & SERVICES:

Summer Session:	
Application Fee:	<b>\$ 25</b>
Security Deposit:	<b>\$100</b>
Utilities: Included except limit with electricity as noted in Addendum # 5	
Rent	<b>\$350</b>
Total per semester without parking:	<b>\$475</b>
Optional cost:	
Parking ___ initial if bringing a vehicle	<b>\$10</b>
Total with parking:	<b>\$485</b>

Christmas Break:	
Application Fee:	<b>\$ 25</b>
Security Deposit:	<b>\$100</b>
Utilities: Included	
Rent	<b>\$125</b>
Total per semester without parking:	<b>\$250</b>
Optional cost:	
Parking ___ initial if bringing a vehicle	<b>\$10</b>
Total with parking:	<b>\$260</b>

#### PAYMENT SCHEDULE:

Summer Session		
Date	July 21, 2012	August 21, 2012
Amount	\$300-Deposit /application \$125 plus \$175 rent \$310 if vehicle is brought	\$175

**When combined with spring and fall contracts, summer session rent will be \$300 if paid in full by July 21, 2012**

Christmas Break	
Date	Dec. 15, 2012
Amount	\$250-Deposit /application \$125 plus \$125 rent \$260 if vehicle is brought

**When combined with fall and winter contracts, Christmas rent will be \$100.**

**2. PAYMENT OBLIGATION:** The undersigned agrees to: (A) assume full, legal obligation for payment according to the terms of this Contract; (B) pay late fees in the amount of **\$1 a day, beginning at the posted due date, up to \$30**, if not paid within 10 days of the due date and interest at **18%** per annum on any past-due (unpaid after 30 days of the date due) accounts; (C) pay all costs of collection including reasonable attorney's fees; and (D) submit to mediation and arbitration all disputes concerning payment. Failure to abide by the arbitration ruling may result in Student losing eligibility to continue as a student.

**3. DEPOSIT/APPLICATION FEES:** The payment of **\$125** serves as a security deposit and may include an application fee as stated in section 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/transfer fees, liquidated damages for cancellation of this Contract as provided for in section 4, and such additional charges as are found in the University-approved addendum.

Student will be given a signed, itemization of deduction along with the deposit balance within 30 days following termination of tenancy. In order to expedite return of the deposit, Student 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 Landlord within 90 days or all claims are waived. Unresolved issues concerning the deposit return shall be subject to mediation/arbitration.