

Contract continued:

NORMANDY APTS. ADDENDA

Welcome to Normandy Apartments! We hope you will enjoy your stay at Normandy as you find new friends, build yourself spiritually, intellectually, socially, and emotionally. We, as management of Normandy 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 Normandy 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 by and enforcing university and Normandy policies. Make sure all changes **are in writing** or management may not honor them. Any additional AGREEMENTS ARE INVALID IF THEY CONTRADICT CONTRACT.

1. RENT PAYMENTS: Rent is to be paid to Normandy Apts. and mailed to Virginia Pratt, 632 Dell Dr., Rexburg, ID 83440 or paid at Normandy # 6 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 waiting on financial aid from the university, management will accept a letter, before payment due date, from said office stating when money will be available. Student will not be charged late fees if rent is paid within 2 business days of when money is stated available. 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 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 only.
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 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.**

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.** If there is a parking space for a second vehicle, a second permit may be purchased for the cost of **\$50**. One scooter or motorcycle may be parked in an assigned area where other vehicles won’t fit. Such vehicle 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 10 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 in a common area to a rack, cutting lock if necessary. 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 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. If someone does use one, he will be charged the 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 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 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 Normandy property if vehicle is not disclosed on this contract or if permit is not property attached.**

5. UTILITIES: Landlord will pay City of Rexburg utility services. Landlord will pay electricity up to 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 not wastefully. Keep lights, fans, TV’s, computers, music, etc. off when not in immediate use. Do not open windows or outside door during the heating season. Keep thermostats a few degrees lower at night and when no one is home. **TELEPHONE** service is not

included. **Cable TV** service and high speed **internet** services are included but are not guaranteed to work due to network or 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, whom the contract is sold to, and the price the contract is sold for. Tenant may not sell contract to anyone who has submitted an application or contract with Normandy Apts. New student signs her own contract, pays her own deposit, application fee, and parking fee and pays Normandy 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.

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 office hours and availability at other times. Beginning times for other contract terms is stated on contract.
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, her 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 will be handed out prior to the end of contract. 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** each time rechecked. Any deficiency in cleaning will be will assessed by a cleaning crew after check out and tenant/tenants will be charged **\$25 an hour, (with a one half hour minimum)** for time needed to clean. The “Normandy Checkout Form” will need to be signed as proof of officially checking out by any departing tenant. **Any tenant who leaves without properly checking out will be charged a non-checkout fee of \$30.** Any personal property abandoned by tenant will result in a minimum charge of **\$10**, including, but not limited to: bicycles, cinder blocks, dishes, pans, clothing, 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. **Tenants with both winter and spring contracts** may stay during the semester break for no charge. **Christmas break and summer session** require separate contracts. **Student agrees to change apartments for these contract times for consolidation and/or repairs.**

9. MANDATORY MEETINGS: At the beginning of each semester, mandatory meetings are held to explain university and apartment rules and procedures. **All residents will be held accountable for any 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, with no guarantee requests can be filled, including requests for the one bedroom or the two bedroom apartments. Landlord may relocate students without notice and without compensation if student has not received a key to apartment and/or between contracts. If tenant is asked to permanently relocate to another apartment, other times than above stated, for consolidation or non student caused repairs, landlord will compensate her \$25. If management has to move a tenant’s belongings or if switches are done without office consent, a charge of \$25 plus the cost of cleaning and/or moving items may be assessed.

11. RENTAL FURNISHINGS AND PREMISES: Furnishings include range; refrigerator; microwave; vacuum; 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 lights burn out but not if tenant breaks, changes types, or removes bulbs. Furnishings and appliances are not to be loaned, moved from apartments, stacked (including couches), altered, or abused in any way. **Beds** are not to be moved at any time by students. No mattresses are allowed in the living room and tenants will not sleep on the couches. Students shall not bring in personal large items such as couches or large TV’s. If tenants bring in **fridges, freezers, or air conditioners, we may charge person responsible \$5 per month plus any electricity overages the apartment incurs.** **Common facilities** include laundry, lounge/study, and storage, any of which may be closed for repairs or misuse by T enants or guests. Laundry facility is coin-op. Items left in laundry will be treated as abandoned property.

12. PROHIBITIONS: WEAPONS/DRUGS/ ETC.: 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 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 it is tenant's responsibility to ask for it. **PETS** are not allowed in apartments, except fish in bowls one gallon or smaller in size. Violations will be assessed **\$10** per request to remove pet. **Barbeque grills, hibachis, etc.** are not allowed anywhere on Normandy property. **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.**

"FUN" ACTIVITIES: Throwing snowballs in the vicinity of Normandy Apts. is prohibited per City of Rexburg Ordinance # 639. Other activities that may be damaging to the apartments are not allowed, such as water or food fights. No climbing on complex walls, railings, trees etc. allowed. The courtyard and lounge at Cottonwood are assessable to Normandy residents when available and scheduled. **PRANKS** are prohibited if they damage belongings or feelings of others. Tenants are responsible for any cleaning and/or damage for any pranks done to their apartment or any area of Normandy property.

13. FIRE/SAFETY: Open flames, including candles, or portable heaters are not allowed in apartments. No items are to be stored in the furnace closets. No gas cans, propane tanks, or any flammable substances are allowed in or in front of any apartment. **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 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!

14. REPAIRS: Repair requests, except for emergencies which shall be called in to the **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 and will be charged as damage any poorly done repairs.

15. DAMAGES: Residents are liable for damages to their apartment or anywhere on Normandy property. **Resident 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 a 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: \$15 **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, tampon applicators, etc. Keep hair wiped out of tubs and sinks and do not try to wash it down the drains. Do not put potato or carrot peelings, rice, bones, stringy food, large amounts 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 and garbage disposals.**

DECORATING: Please use good taste in accordance with LDS standards and the BYU-Idaho Honor Code and obtain the approval of roommates. Please use sticky tack for light pictures, posters, etc. and make sure all residue has been removed when vacating apartment. Please use poster putty for light pictures, posters, etc. Management will put in screws or nails to allow one or two center pictures per wall. 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.

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 her share may be charged a \$5 non-cleaning fee. Management may choose to give student/s 48 hours to remedy situation, but if management has to keep coming back to recheck, we will forego the warning period. 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 one half 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 and may be removed by management.

17. GUESTS: **Overnight guests** shall not stay during check-in or check-out days or semester breaks (family members may be an exception), 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 any unauthorized guests. No subletting allowed.

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

19. QUIET HOURS: 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 residents with activities such as excessively loud playing of TV's, stereo's, etc.

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 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.

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, violate the spirit of the Code of Honor and is not acceptable. R-rated viewing is inappropriate and good judgement should be exercised in selecting appropriate movies of other ratings. Management has the right to change the channel or turn off the TV if the program being viewed in the lounge is in poor taste.

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

23. PERSONAL PROPERTY/STORAGE: Apartments are NOT furnished with personal items (i.e. cooking utensils, linens (except mattress covers), toiletries, cleaning supplies, etc. Storage is reserved for currently contracted tenants, is limited to 5 moderately sized containers, and is completely at tenant's own risk. No food, furniture, large items, car parts, or hazardous items of any kind allowed. Do not store valuables 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) 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. Tenant agrees all food left in an apartment may be disposed of within 24 hours of vacating apartment.

24. ENTERPRISES OR BUSINESSES: The operation of a business enterprise in the apartment is prohibited unless authorized by owner.

25. 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. In cold weather, if moisture condenses on windows, please dry windows as soon as possible. Do not use humidifiers in the apartments. Cover pans while cooking to reduce steam and simmer the food instead boiling off steam. Run the fan in bathroom until moisture has dispersed. Clean soap scum off showers so there isn't a medium for mold to grow on. Do not dry clothing in your apartment to put excess moisture in the air. Your chances of mold growth will decrease significantly if you follow the above advise. Normandy Apartments is not responsible for any health issues attributed to mold or fungus while living at said apartments. Clean any mold you see with a strong bleach solution or notify management.

26. GARBAGE: Due to squirrel or other small animal problems, no garbage is allowed set outside any apartment. Take all garbage promptly to the dumpster along the driveway. The City of Rexburg does not allow wood, metal thicker than 1/4 inch, appliances, furniture, computers, motor oil, batteries, or any large or hazardous item or material in the dumpsters. Residents will dispose of such items themselves. Any such item left for us to dispose of may result in a charge of **\$150 plus any charge we incur to dispose of items.** Rexburg has a transfer station where such items may be taken, or Desert Industries will take good, useable items.

27. MAIL SERVICE: Your address is: 114 West 3rd South # ___, Rexburg, ID 83440.

28. TERMS: The terms management, owners, landlords, managers, and/or head residents are used interchangeably. The terms student, resident, and tenant are used interchangeably.

29. BEDROOM SIZE: The landlord discloses to tenant and tenant 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 pertaining to this requirement due to good space in the kitchen/dining/living room areas.