

Rental Agreement and Information



2008 - 2009

1. Property Description and Pricing

BYU Contracted Student Housing is rented by the space vs. the apartment. A private room means that one person will have a bedroom to themselves. A shared room means that two people will share a bedroom. A three-bedroom apartment is referred to as a six-person apartment.

The following section has some information about our community. We encourage you to tour the property in person or on the internet at www.raintreeapt.com. We are confident that you will like what you see!

AMENITIES

Outdoor Amenities:

- Huge Pool & Jacuzzi
- Right on the Provo River Trail
- Balcony for Every Apartment
- Sand Volleyball Court
- BBQ & Picnic Area
- Park-like Setting with Stream
- Bus Stop in Front of the Property
- 711 Parking Spaces for 918 Students

Indoor Amenities:

- Full Time Property Management
- On Location Maintenance Team
- Dishwasher, Microwave & Garbage Disposal
- Mirrored Closet Doors
- 3 Bedroom / 2 Bathroom Floorplans
- Central Air Conditioning & Heating
- Keyless Entry Locks
- Cable TV & Internet
- Zoned for up to 2 Single Students per Bedroom
- Laundry Room

Social Amenities:

- Recently Remodeled Resident Lounge
- Flat Screen Plasma TV's
- Piano
- Great Wards
- Pool Table
- Raintree Poolside Grille
- 15 Minute Walk to the Center of BYU Campus
- Close to Entertainment & Shopping

RAINTREE COMMONS

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OFFICE@RAINTREEAPT.COM <> WWW.RAINTREEAPT.COM

Spring 2008

April 28, 2008 - June 21, 2008

and / or

Summer 2008

June 23, 2008 - August 23, 2008

Fall/Winter 2008-2009

August 25, 2008 - April 25, 2009

Rental Rate & Expenses

Rent - Shared bedroom	\$119.00 monthly
Rent - Private bedroom	\$179.00 monthly

-- plus --

Internet Fee	\$10.00 monthly
Utilities (Electricity & Gas)	Actual Usage monthly
Deposit	\$200.00 with application
Parking Permit	\$10.00 due at move-in

Rental Rate & Expenses

Rent - Shared bedroom 6 people per apartment	\$249.00 monthly
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-- plus --

Internet Fee	\$10.00 monthly
Utilities (Electricity & Gas)	Actual Usage monthly
Deposit	\$200.00 with application
Parking Permit	\$20.00 due at move-in

Payment Schedule

Deposit	Due with application
First Month's Rent	Due on the 1st day of the contract
Last Month's Rent	Does not apply
Rent	Due on the 1st of each month
Internet Fee	Due on the 1st of each month
Utilities	Due on the 1st of each month

Payment Schedule

Deposit	Due with application
First Month's Rent	Due on the 1st day of the contract
April 2009 Rent	Due by June 1st
Rent	Due on the 1st of each month
Internet Fee	Due on the 1st of each month
Utilities	Due on the 1st of each month

End of Contract

Utilities for the last month of the contract are deducted from the Rental Deposit. For those students staying for a future contract, the utilities are due with rent on the first day of the future contract.

2. Commonly Asked Questions

Do I have to be a BYU Student to live in BYU Contracted Housing?

No, but you must qualify as a "Student" by meeting the requirements outlined by BYU as shown in the [Certification of Student Status](#) on page 14 of this agreement. Anyone not qualifying as a Student per BYU's definition cannot live in BYU Contracted Housing. We may ask you for verification.

If I'm not a BYU Student, why do I have to live by the BYU Honor Code and the BYU Dress and Grooming Standards?

When you sign the Student-Landlord Rental Agreement you are contracting to follow these standards. These are non-negotiable terms of living in BYU Contracted Housing.

Why can't I have a co-ed study group in my bedroom?

BYU Residential Living Standards do not allow members of the opposite sex to go in the bedrooms. This is not a "moral" issue, it is a privacy issue. Every student has the right to privacy in their bedroom. This rule protects your right to privacy and your roommate's right to privacy. No one is allowed to give up that right, do not ask them to.

Why does it seem like there are so many rules in BYU Contracted Housing?

When you rent an apartment in most places you have to rent the entire apartment. They will have "common area" rules such as, no loud music after 10:00 p.m., no personal property on the walkways, etc. In BYU Contracted Housing, we rent by the space vs. the entire apartment. This means the "common area" extends into, and through-out the entire apartment. This adds a huge dimension for the need of common area rules. Most have to do with safety, courtesy, and privacy. Others are non-negotiable rules/policies required by BYU. The rules actually protect you and your personal rights.

What should I do if something is wrong in my apartment?

If there is a maintenance issue, call your property office and one of our service team members will make repairs as soon as possible. If there is another concern, call the property office and one of the Assistant Managers or the Property Manager will see that your situation is resolved. If, after talking to the Property Manager, you are not satisfied with our response, call our management company office at (801) 342-4800. We want to make sure you have a great experience living at our property.

Why do we call the Rental Agreement a contract?

You can call it a lease, contract, or a rental agreement. They are all basically the same thing. This is a two-sided agreement that is binding for both the Landlord and the Student.

What do I need to bring?

The apartment has basic furniture such as a sofa/loveseat, coffee/end table, kitchen table and chairs, kitchen appliances such as a stove, refrigerator, microwave, and dishwasher. In the bedrooms, there is a desk, a dresser, and beds. So the basics are covered. You will need a phone, bedding, towels, pots and pans, dishes, utensils, and so forth. As far as personal furniture and entertainment equipment, remember you will have roommates who will have stuff too. Space is limited and usually "less is more." Cars are optional. Parking is limited and with the property so close to BYU, shopping, and bus stops, it may be more convenient and cost effective to leave your car home.

Why do I need Renters Insurance?

The Landlord's insurance company will only cover your belongings if they are damaged or lost due to the negligence of the Landlord. Basically, that means that the property's insurance won't cover your belongings in case of fire, flood, damage by other residents, etc. unless it's the Landlord's fault that it happened. That's because, as a renter, you could bring anything with you of value including the "Crown Jewels." This is the standard practice of all insurance companies of rental properties. So, if your parents' homeowners insurance does not cover your belongings, we strongly urge you to get renters insurance.

What about parking?

Parking is limited and the property is within easy walking distance of BYU, the bus stop to UVSC, and all basic services. There are not enough parking spaces at any apartment complex in Provo for every student to have a car. When our properties were built there was plenty of parking, but now more and more students are bringing cars to school. We make parking permits available on a first come, first serve basis based on when the permit is requested. Because we get so many applications through the office, the mail, and otherwise, we may not know how much parking is available at any given time. We do not guarantee anyone a parking permit. Please do not bring a car unless you really have to have one!

Why do we have apartment checks?

We have apartment checks so that you can enjoy a clean apartment at least once a month. Not all roommates are good housekeepers, so we require the apartment to be cleaned each month. Surprisingly, most students are glad we have monthly apartment checks.

3. Student-Landlord Rental Agreement

1. TERMINATION OF UNIVERSITY CONTRACT:

Upon five days' written notice to the Landlord or its agent, Students may terminate this Agreement at any time the dwelling unit does not have BYU Contracted status. The Landlord agrees to remit within 5 days the balance of any prepaid rent and/or rental deposit monies to any student electing to terminate his or her Agreement in accordance with this paragraph. The Landlord may retain only a pro rata portion of non-refundable fees.

2. RENTAL AND PARKING ACCOMMODATIONS:

Landlord warrants that he or she has entered into a separate contract with BYU to provide student housing for BYU students or that he/she will enter into such a contract with BYU by the occupancy date in paragraph 3 below and will remain under contract with the Off-Campus Housing Office at Brigham Young University for the term of this contract. The Landlord has a total of 711 off-street parking spaces available for a maximum occupant capacity of 918. The property and a brief description of the facility rented will be confirmed in the Agreement Acceptance Notification (see paragraph 35, page 11 of this section). For a more detailed description of the property, see Section One "Property Description & Pricing" (pages 2-3) of this booklet. An apartment is rented on a per person, per rental space basis. The Landlord may lease all the vacant spaces in the apartment and/or provide replacement Students. If it can be substantiated that, for self-interest, Students living in an apartment with a vacant space have discouraged another Student from moving in and occupying that vacant space, the Students living in the apartment will be responsible for the rental charge of that space. The Landlord may consolidate Students within an apartment and require that Students who pay for a shared bedroom, occupy a shared bedroom.

3. TERM OF CONTRACT:

Spring Term: Tenancy shall begin on the 28th day of April 2008, and shall terminate on the 21st day of June at noon, 2008. **Rental Rates are specified in "Rental Rate Information" (page 3) of this booklet.** Rent is due and payable according to the following schedule: Rent for April 2008 (3 days) and May 2008 is due April 28, 2008, and rent for June 2008 is due June 1, 2008.

Summer Term: Tenancy shall begin on the 23rd day of June 2008, and shall terminate on the 23rd day of August at noon, 2008. **Rental Rates are specified in "Rental Rate Information" (page 3) of this booklet.** Rent is due and payable according to the following schedule: For Students continuing from Spring 2008 through Summer 2008, Rent for June 2008 will be due June 1, 2008, Rent for July 2008 will be due July 1, 2008.

For Students moving in for Summer 2008, Rent for June 2008 (8 days) and July 2008 is due June 23, 2008. For all Students, Rent for August 2008 is due August 1, 2008.

Fall/Winter: Tenancy shall begin on the 25th day of August 2008, and shall terminate on the 25th day of April at noon, 2009. **Rental Rates are specified in the "Rental Rate Information" section (page 3) of this booklet.** Rent is due and payable according to the following schedule: Prepaid rent for April 2009 (25 days) is due June 1, 2008 or upon signing the Agreement, whichever is later. Rent for August 2008 (7 days) and September 2008 is due August 25, 2008, and rent for the months of October 2008 through March 2009 is due on the 1st of each month.

4. RENTAL DEPOSIT:

Students shall not be required to pay a deposit exceeding two months rent. The Student will pay a Rental Deposit to the Landlord with the submittal of this Rental Agreement. The amount of the Rental Deposit is **\$200.00**. The Rental Deposit will be held until the end of tenancy or occupancy, whichever is later. If the Rental Agreement is rejected, the Rental Deposit will not be deposited. If the Rental Agreement is canceled, the Rental Deposit, less applicable cancellation fees, will be delivered or mailed to the Student within 30 days or within 15 days after receipt of Student's new mailing address, whichever is later. The Landlord may apply the Rental Deposit to any of the following obligations of the Student:

- a. Rent owed under the terms of this contract;
- b. Damage to the property done by the Student individually, or by persons invited on the property by the Student beyond reasonable wear and tear;
- c. Other costs provided for in this Agreement;
- d. Cleaning of the unit, unless reasonably cleaned by the Student, reasonable wear and tear excepted;
- e. Outstanding utility bills

The balance of any Rental Deposit and prepaid rent, if any, and a written itemization of any deductions from the Rental Deposit, and reasons therefore, shall be delivered or mailed to the Student within 30 days after termination of the tenancy or within 15 days after receipt of the Student's new mailing address, whichever is later. The Student shall notify the Landlord or designated agent of the location where payment and notice may be made or mailed. If there is damage to the rented premises, this period shall be extended to 30 days. If the Landlord in bad faith fails to provide the Student the appropriate refund and statement within the applicable time period stated above, the Student may recover the full Rental Deposit, a penalty of \$100, and court costs. All fees and nonrefundable portions of the Rental Deposit must have a clearly defined purpose and amount stated in writing to the Student at the time of Agreement, shall not be exorbitant and

must bear a reasonable relationship to actual damages suffered or costs incurred.

5. PAYMENTS, LATE FEES, AND COLLECTIONS:

All payments are to be paid to the Landlord at the property rental office. For the address, see Section One, "Property Description & Pricing" (pages 2-3) of this booklet. Acceptable methods of payment include Mastercard, Visa, Discover Card, checks, and money orders. **The Landlord will not accept cash as a form of payment.** Any payment made by the Student will pay their Rental Deposit, April rent, misc. fees, utilities, internet fees, and rent, in that order. Checks may be converted to ACH transactions. If the Student fails to make all payments in full within five days after they are due, Student shall pay to the Landlord a late fee of **\$25**. The total late fee for any single rent payment shall not exceed \$25.00. A **\$20** fee will be charged for any checks returned to the Landlord from the bank. A late fee will be charged according to the above schedule. Landlord may redeposit checks returned because of non-sufficient funds one time. Upon notification of returned check, the Student will pay all money owed by credit card, cashier's check, or money order. After two returned checks, payments from the Student will no longer be accepted in the form of a personal check. If a collection agency, constable, or an attorney is engaged to enforce the terms of this agreement, the Student agrees to pay a reasonable collection fee up to 50% of the amount to be collected, service fees, court costs, and reasonable attorney's fees, as specified in paragraph 12. Student's credit history may be checked with or reported to a licensed Credit Bureau by the Landlord with regard to Student's dealings with Landlord.

6. UTILITIES AND INTERNET:

The utilities and internet are connected in the Landlord's name. Each Student will be charged an internet fee of **\$10.00** per month to cover internet service. The Student will be responsible for the utilities outlined for their apartment. Each is due and payable each month with rent. Each apartment will be charged for its electricity and gas usage. The amount of payment is determined by dividing each apartment's total utility usage by the number of Students contracted with access to the apartment. It is not the responsibility of the Landlord to fill the apartment. In most situations, the Student's last month's utilities will be deducted from the Student's Rental Deposit.

7. CONDITION OF PREMISES:

The Student accepts the premises and any improvements as being in good order and repair, reasonable cleanliness included, unless otherwise indicated in writing, preferably on a Check-in Inventory Form, a copy of which must be submitted to the Landlord within 72 hours of commencement of occupancy. The Student shall return possession of the premises to the Landlord in the same condition as received, reasonable cleanliness included, reasonable wear and tear and damage by the elements excepted.

RENTING SIGHT UNSEEN: Student has not had the opportunity to inspect the unit covered by this lease. The Landlord warrants that the unit to be occupied by the Student will be in good,

habitable condition and will conform to any model unit shown to Student in all material respects except as agreed. If the unit is not in good condition or does not conform to the model unit in some material respect, except as agreed to, Student may give written notice to Landlord that unless the deficiency is corrected within a specified reasonable time, the Rental Agreement will be void. If the Landlord fails to correct this deficiency within the specified reasonable time, Student has no further obligations under the Rental Agreement and the Landlord must return all monies previously paid to him by Student regardless of how denominated.

8. HOUSING BUILT BEFORE 1978:

Housing built before 1978 may contain lead-based paint. Student acknowledges that they have received all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing and the *Protect Your Family from Lead in Your Home* information from Landlord.

9. REPAIRS AND MAINTENANCE:

The Landlord agrees to maintain, at Landlord's expense, both the interior and exterior of the property and any provided furnishings or appliances in safe, reasonably clean, and operable condition and comply with all applicable State, County, City laws and the most recent edition of the BYU Minimum Specifications for Contracted off-campus housing. The Landlord shall respond promptly to any emergency, urgent problem, or critical repair on the property and work with due diligence to promptly complete the repairs or correct the problem. Specified critical repairs and the reasonable time to commence action for each are defined in the BYU Off-Campus Housing Handbook, section 17.05. The BYU Off-Campus Housing Handbook is incorporated herein by reference. When there are non-critical problems on the property or a complaint about a failure of the facilities to comply with the BYU Minimum Specifications or any other applicable laws, the Landlord shall respond in a reasonable time period and work with due diligence to correct the problem unless the Landlord can in good faith provide reasonable justification for leaving the problem uncorrected. The Student will notify the Landlord immediately when maintenance repairs are needed. The cost of repair or replacement of items damaged by the Student, or the Student's guests will be \$25.00 per hour plus the cost of parts and contracted labor.

10. TERMS AND CONDITIONS OF AGREEMENT:

In addition to the terms and conditions of this Agreement, the Landlord may establish, in writing, addenda and house rules covering, for example, check-in/check-out procedures, etc. No modifications of the Agreement may be made, however, by interlineations or modification of any provision of this Agreement. Any additions to this Agreement, including terms and conditions on other pages, the addenda, house rules, or procedures established by the Landlord must be attached to this Agreement at the time of its signing and if the additions are in conflict with or supersede any part of this Agreement, they are invalid and unenforceable. In addition, written addenda and

house rules that are unlawful, oppressive, unreasonable, or inequitable shall not be enforced in arbitration or by any court. The Landlord shall provide the Student with copies of all rental agreements, addenda, house rules, and bills at the time of agreement or billing. Students and Landlords agree to abide by applicable city, Utah County, Utah State, and federal laws governing the rental relationship, agreements, and the rental property.

11. RESIDENTIAL LIVING STANDARDS:

The Landlord agrees to exercise reasonable effort to maintain the Residential Living Standards. Landlord's failure to take reasonable steps to maintain these standards after actual or written notice of any violation which affects the tenancy of the Student from any source will constitute a material breach of this agreement and grounds for the Student to end the tenancy. Violation of the Residential Living Standards by the Student shall be a material breach of this agreement permitting immediate termination and eviction. As part of the Residential Living Standards, Student agrees to adhere to the Dress and Grooming Standards which include, but are not limited to:

(Men) A clean and well-cared-for appearance should be maintained. Clothing is inappropriate when it is sleeveless, revealing, or form fitting. Shorts must be knee length or longer. Hairstyles should be clean and neat, avoiding extreme styles or colors, and trimmed above the collar leaving the ear uncovered. Sideburns should not extend below the earlobe or onto the cheek. If worn, moustaches should be neatly trimmed and may not extend beyond or below the corners of the mouth. Men are expected to be clean shaven: beards are not acceptable. Earrings and other body piercing are not acceptable.

(Women) A clean and well-cared-for appearance should be maintained. Clothing is inappropriate when it is sleeveless, strapless, backless, or revealing; has slits above the knee; or is form fitting. Dresses, skirts, and shorts must be knee length or longer. Hairstyles should be clean and neat, avoiding extremes in styles and colors. Excessive ear piercing (more than one per ear) and all other body piercing are not acceptable.

12. DISPUTE SETTLEMENT:

When an Owner and a BYU Student fail to settle any controversy with respect to the rental facilities or to their Rental Agreement(s) after making a good faith effort on their own, all such controversies shall be submitted to the BYU Center for Conflict Resolution (hereinafter "CCR") for mediation if either party to the controversy so requests by serving written notice to the CCR. Both parties agree to make a good-faith effort to settle such controversy through mediation and to be governed by the Mediation Rules of the CCR unless the CCR declines to mediate the controversy. If mediation fails to resolve the problem, either party may request arbitration by the CCR. If either party requests

arbitration, both parties agree to submit to the jurisdiction of the CCR and be bound by its decision as rendered in accordance with its rules and regulations. The parties agree that the CCR arbitrators have sole and exclusive right to determine all questions of law and fact and may grant any remedy or relief that the arbitrators deem just and equitable, including specific performance. Any BYU Student who fails to comply with an arbitrator's decision may have a hold placed on his or her university records and a stop and discontinuance on registration. Landlords who fail to comply with such decision(s) are in breach of their BYU contract for their facilities and are subject to the termination of their contract and subsequent loss of BYU contracted status. If civil court action is pursued to enforce the terms of this agreement or the arbitration award, the non-prevailing party agrees to pay all costs in connection therewith, including a reasonable attorney's fee. Other Students might have alternative dispute procedures provided by their own institutions.

13. UVU:

Landlord is a certified Landlord under the Off-Campus Housing Policy of Utah Valley University (UVU). The Landlord and Student agree that they will make a good faith effort to amicably resolve any Landlord/Student disputes concerning performance and obligations under this housing agreement.

14. LIABILITY OF LANDLORD:

Landlord shall not be liable for any damages or losses to person or property caused by the Student, other persons, conflicts between Students, the elements, fire, theft, or other catastrophes unless the same is due to the negligence of the Landlord. Losses sustained by the Student from such causes are not covered by the Landlord's insurance policy. **Students are strongly advised to secure insurance to protect his or her property from such occurrences.**

15. CHECKING IN & DELAYED POSSESSION

All Students must officially check in through the rental office before taking occupancy of the apartment. Specific apartment assignments are not final until Student takes possession. If the Landlord is unable to deliver possession of the premises at the commencement date of this agreement, the Student shall not be liable for any rent and may elect to terminate this agreement at any time until possession is delivered. The Landlord shall be liable for any damage caused thereby through the third day from the commencement hereof, if possession is not delivered, or until the day the Student terminates, whichever is earlier.

16. PEACEFUL POSSESSION AND EXERCISE OF RIGHTS:

The Landlord shall ensure the quiet enjoyment and peaceful possession of the dwelling for the Student and shall not unjustly evict the Student and neither party shall harass or retaliate against the other or against other Student tenants for the exercise of his or her rights under this Agreement and Utah law.

Expanding technology and additional functionality of new computers and accessories has increased the possible use of web cameras or other image recording/transmitting devices in Student bedrooms. We encourage all Students living in rooms where this equipment exists and is used, to discuss with their roommates appropriate parameters for such equipment's use to provide appropriate privacy and comfort for all Residents. If roommates are unable to agree on parameters, the Center for Conflict Resolution will attempt to mediate the concern.

17. RIGHT OF PRIVACY AND INSPECTION:

Except in case of an emergency which threatens life or property, the Landlord may not enter the property without consent of at least one of the Residents or after at least 12-hours written notice. Such 12-hours written notice may be given to any legal-aged person in the apartment or by posting a notice in a conspicuous place stating such intent to enter. The Landlord may enter the property after 12-hours written notice only during reasonable hours and after knocking and only for the purpose of inspecting the premises, making necessary repairs or improvements, supplying necessary services, or showing the apartment. Whenever the Student requests the Landlord to make repairs or provide agreed upon services, consent is deemed to have been given to the Landlord to enter without 12-hours notice but only to make the requested or needed repairs and only after knocking and at reasonable hours. However, if the Student gives any reasonable verbal or written objection to the Landlord before entry, even when repairs have been requested, the Landlord may not enter the property at that time. If the Student's objection is not reasonable, and the Student refuses to allow the Landlord lawful access, the Landlord may terminate this contract and/or charge the Student for damages, if any. The Landlord and Landlord's agents are responsible for losses of, or damage to, personal property of Students due to negligence of Landlord or Landlord's agents who enter without Student consent, or in violation of this paragraph.

18. USE OF THE FACILITIES:

- a. Use of the Landlord's facilities is for the enjoyment of the Students. Students may use the facilities at their own risk and will not hold the Landlord responsible for any damages, accident, or injury resulting from the use

of the facilities unless the same is due to the negligence of the Landlord. Misuse of the facilities may be cause for eviction and the Student may be charged for the cost of damages and/or clean up;

- b. The Student(s) reserving the common areas for activities and meetings is responsible for cost of cleaning or to repair damages caused by themselves or by their guests. Reservations must be made through the rental office;
- c. Swimsuit guidelines as published by BYU will be enforced on the premises. Two piece swimsuits, including tankinis, are not allowed.

19. FURNITURE PROVIDED:

Each Student must bring a mattress cover or pad for their twin bed. The Student must provide his or her own dishes, entertainment equipment, pots and pans, and personal linens. All furniture is to remain inside of the apartment at all times. If the Student requires special furniture, the Student must provide it. Waterbeds and water filled furniture require an insurance policy to cover potential damages.

20. TERMINATION BEFORE COMMENCEMENT DATE:

At any time not less than 90 days before the commencement date in paragraph 3 (page 5) of this agreement, either party may terminate this agreement by giving written notice to the other party and paying a **\$50.00** fee to be paid at the time notice of termination is given. When the Student gives notice of termination, any prepaid rental and/or deposit monies owed by the Landlord shall be refunded to the Student within 30 days of the notice of termination. When the Landlord gives notice of termination, any prepaid rental and/or deposit monies owed by the Landlord shall be refunded to the Student at the time notice of termination is given. If notice to terminate is given after the 90th day before the commencement date in paragraph 3 (page 5) of this agreement, the terminating party may terminate this agreement only upon conditions set forth in this agreement.

21. TERMINATION BY STUDENT OR AUTOMATIC TERMINATION:

The Agreement may be automatically terminated or terminated by the Student, prior to its expiration with all rental charges prorated through the last day of tenancy under the following circumstances and conditions:

- a. Death of the Student;
- b. If the Student officially withdraws from school due to a verified, unforeseeable, and unexpected catastrophic loss or serious illness. In such instances, termination of the agreement is in effect after acceptable verification has taken place. Student shall forfeit rental deposit and legal deductions.
- c. If the Student leaves school due to a verified call into active military duty, the Student may terminate further contractual obligation after 5 days written notice to Landlord as outlined in the Servicemembers Civil Relief Act of 2003.

- d. If at any time during the term of the contract the Student graduates from BYU or is required to do an internship for graduation from BYU which necessitates leaving the area, the Student may terminate with 120 days written notice and shall forfeit rental deposit and legal deductions. After receiving the 120 day notice, the Landlord may at the end of any semester re-let the rental space and thus relieve the Student of any further obligation under this agreement or continue to collect rents for the full duration of the 120 days. The Student's rent obligation continues 120 days from the date written notice is given to the Landlord.
- e. After Student gives notice of his or her intent to vacate the property, if the Student or Landlord finds a suitable substitute Student who executes a new Rental Agreement with the Landlord and signs a transfer agreement, the Student may terminate without penalty or further contractual obligation. The agreement transfer fee is \$35.00. The last day of tenancy shall be the day before the substitute tenancy begins. All other conditions associated with the sale of this Rental Agreement are on the transfer agreement. The Landlord shall not unreasonably decline to accept any suitable substitute Student or aid the Student in finding and renting the property to any suitable substitute Student. If the Student finds a suitable substitute Student, which the Landlord refuses to accept in a timely manner, the Student may terminate without penalty or further contractual obligation; No subleasing is permitted;
- f. After written notice from the Student of any material, substantial, or continuing breach of this agreement by the Landlord or of a failure of the Landlord to take reasonable steps to maintain the Residential Living Standards and the Landlord fails to correct the problem within a reasonable amount of time, the Student may terminate without penalty or further contractual obligation upon written notice of termination, or, in the alternative if requested by the Student, the Student may receive a rebate in rent as determined in arbitration or a court of law.
- b. When the cost of damages caused by the Student or his or her invitees exceeds the amount of the Rental Deposit;
- c. When the Student causes any material, substantial, or continuing breach of this agreement;
- d. When the Student violates the Residential Living Standards, or is not eligible to live in University Contracted housing as defined in the "Certification of Student Status" on page 14;
- e. When the Student's conduct interferes with other residents' rights to peaceful enjoyment of the premises, recklessly endangers human life including self, or when the Student assaults, harasses, disturbs the peace of, intentionally damages, defaces or destroys the property of or threatens physical harm against other Students, the Landlord or its agent or when the Student suffers, permits, or maintains any nuisance, or any health or safety hazard on the premises;

Landlord shall re-enter and take possession under the terms of this lease only by lawful means pursuant to a court order or after the premises have been surrendered or abandoned by the Student. Landlord shall not re-enter by means of force or seek to reclaim the premises by lockout, or termination of essential services. If the Landlord re-enters the premises in accordance with this paragraph or any other provisions authorizing forfeiture, the Landlord shall use his or her best effort to re-rent the premises on reasonable terms and the Student agrees to pay Landlord any differences between rent agreed herein and rent collected from re-rental of the premises for the remaining term of this lease. If the Student, without just cause, fails to comply with legal notices of eviction or court orders, the Student agrees to pay all costs of eviction including legal penalties provided by law and a reasonable attorney's fee.

23. TRANSFER OF STUDENTS:

Unless circumstances warrant an immediate transfer, upon 7 days' written notice to the Student, the Landlord may transfer the Student to an equally suitable apartment or room other than originally assigned for the purposes of consolidating students or other justifiable reasons. In all cases where the Landlord transfers Students to another apartment for the Landlord's own purposes, the Landlord agrees to pay nonrefundable utility hookup fees, if any, plus \$40 per person to cover other costs of moving. Such amounts shall be offered, at the Student's option, either as an immediate payment to the student or as a credit toward the next money obligation due Landlord from Student. Students may not move to another apartment without prior written permission

22. TERMINATION BY LANDLORD:

In any of the following instances the Landlord may elect to terminate this lease, re-enter and take possession of the premises after notifying the Student in writing pursuant to Utah Law:

- a. Failure of the Student to make any payment required under this agreement when due;

of the Landlord. The Student will be liable for any and all damages, costs, or fees that may result from their unauthorized move. Damages are not limited to the Landlord, but also to other Students affected by the unauthorized move. It is the responsibility of the Student to know their assigned apartment. If Student leaves prior to end of tenancy or is not occupying the apartment, and if another Student tenant requests permission to occupy the space, the Landlord may assign the absent Student's space to another equally suitable apartment within the property without paying the \$40 moving fee. Any subsequent move does not remove Landlord's obligation to mitigate damages as required by law. Landlord must secure permission for the move from the original Student in writing.

24. MISCELLANEOUS STUDENT OBLIGATIONS:

The Student agrees to:

- a. Use the property as his or her personal residence and to comply with all applicable city, county, and state laws in use of the property.
- b. Maintain the interior of the property in a reasonably clean and safe condition, and not make, or cause to be made, any alteration to the property or its contents without first obtaining the written consent of the Landlord.
- c. Keep water heater and heater/furnace areas clean and clear of flammable and other hazardous materials.
- d. Not use or keep gasoline, other explosive substances, or hazardous materials in the apartment or inappropriately on the premises.
- e. Not to barbecue in the apartments, on the balconies and walkways, or near the buildings.
- f. Use reasonable care in consumption of utilities and services furnished by the Landlord.
- g. Avoid unreasonable noise or other disruption of the privacy and peaceful enjoyment of premises by the Landlord and other students or recklessly endanger human life (self included).
- h. Be responsible for any damage to the property beyond reasonable wear and tear by the Student, members of the Student's family, or persons invited on the property by the Student.
- i. The Student agrees to notify the Landlord in writing about any needed repairs or violations of the Honor Code or Residential Living Standards involving other Students or residents.

25. ACCESS CODES AND MAIL KEYS:

Access codes must be kept confidential and not given to anyone. Sharing an access code is considered the same as making a duplicate key. If the Student shares the access code, they will be charged **\$15.00** to change the access code. **\$50.00** will be charged if Student tampers with the lock. Absolutely no duplicates of mail keys will be accepted. There is a **\$10.00** charge for each replacement key, **\$50.00** for replacement of the lock. No refunds of the replacement charges will be made if the key is found after the replacement lock has been installed or checkout has been completed. Any locks for bedroom doors must be approved and installed by Landlord. Student is required to pay the cost of installation.

26. RESIDENT INFORMATION:

The Landlord may release Student's apartment address unless written notice is received by Landlord. The Landlord may release information concerning Student's dealings with Landlord to Student's parent, legal guardian, or guarantor unless written notice is received by Landlord.

27. FIREARMS, WEAPONS, AND EXPLOSIVES:

Unless prior written consent is received from the Landlord and all other Students in the dwelling, neither the Student nor the Landlord or its agent, if residing at the same dwelling as the Student, may store, keep, or maintain on the premises any firearm, dangerous weapons, fireworks, or explosives, including knives (except reasonable cutlery), paintball guns, or other items which, in their intended use, are capable of inflicting serious personal injury.

28. ENVIRONMENTAL REGULATIONS:

No mechanical work on autos, motorcycles, etc. is allowed on the premises, and no oil, chemicals, batteries or other hazardous waste(s) are to be disposed of in the Landlord's waste containers or anywhere on the premises. Student will be subject to fines issued by government agencies, and will pay for any clean up and disposal costs associated with the improper disposal of the above listed materials.

29. PETS:

No animal or pet shall be kept on the premises without prior written consent of the Landlord and all Students in the rental unit.

30. GUESTS:

The Student may not have overnight guests without notice and written consent of the Landlord and of all other Students in the dwelling. If consent is given, a single Student shall have only overnight guests of the same gender as that designated for the dwelling. All guests must comply with the BYU Honor Code and Residential Living Standards when on the premises. The guest rate is **\$15.00** per guest per night to be paid in advance by Student. Having unauthorized guests overnight is grounds for eviction.

31. MONTHLY APARTMENT INSPECTIONS:

The Landlord will conduct monthly apartment inspections. If Student does not pass the apartment inspection, a **\$5.00** recheck fee may be charged. If Student does not pass the recheck, the cleaning will be done and Student will be charged up to **\$45.00** per job assigned. All specific rules associated with an apartment inspection will be outlined in the apartment inspection packet. Student is responsible to obtain an apartment inspection packet from the office, and is responsible to become familiar with all applicable charges and rules.

32. PARKING PERMITS:

The Student acknowledges that parking spaces on the Landlord's premises are limited. Landlord does not guarantee, as part of this agreement, to furnish auto parking beyond that which is presently available on Landlord's property. The rental property does not provide a parking space for every Student. Landlord shall not be liable to Student if a parking space is not available for any reason. Only one motor vehicle and permit is allowed on the premises per Student as long as space allows. The Landlord may ask for proof of ownership at any time. All Students with motor vehicles must have a current parking permit issued by the Landlord visibly displayed. The Student is responsible for all rules included in the Parking Permit Application. Having a parking permit does not guarantee the Student a parking space. The parking fee is **\$10** for a Spring and/or Summer contract and **\$20** for a Fall and/or Winter contract. The Student agrees that the Landlord may refuse to allow the Student to park on the premises. The parking permit is non-transferable to a substitute Student during a contract sale. Any car parked on the premises illegally, i.e. in red zones, fire lanes, not parked in a parking stall between two yellow lines or without a current parking permit may be towed, booted, and/or fined at the vehicle owner's expense. The Landlord does not provide parking for trailers, boats and/or recreational vehicles. The Landlord does not provide guest parking.

33. MOTORCYCLES, SCOOTERS, AND BICYCLES:

All Students with motorcycles, scooters, and bicycles must have a bike permit issued by the Landlord. Bike permits are free. Motorcycles and scooters must be parked in spaces designated for motorcycles or may be towed, booted, and/or fined at the vehicle owner's expense. Due to safety hazards, no bicycles are allowed on the walkways or in the hallways. The Landlord is not responsible for stolen bicycles.

34. CHECK-OUT:

At the end of tenancy or occupancy, whichever is earlier, the Landlord and the Student shall jointly inspect the facilities and make settlement of the apartment condition. Student shall be responsible to inform the Landlord of any damages not readily apparent. In order to properly check

out, all Student's belongings must be completely removed, the check out form must be filled out, cleaning completed, and key, if any, returned to the Resident Service Representative. Failure to vacate the premises by the contracted date of termination will result in a **\$50.00** charge, and applicable treble damages charged to the Student. If Student does not pass the check out cleaning inspection, the Student will be charged up to **\$75.00** per job assigned. All specific rules and fees associated with a check-out will be outlined in the check-out packet and check-out form. Student is responsible to obtain a check-out packet from the office, and is responsible to become familiar with all applicable charges and rules. The Landlord shall be responsible to store nonperishable items left in the apartment for no more than 30 days.

35. AGREEMENT ACCEPTANCE NOTIFICATION:

After submission of the Rental Agreement Signature Page by Student, pages 13-14, the Landlord may accept or reject the Student-Landlord Rental Agreement. The Student-Landlord Rental Agreement will be considered accepted when Landlord deposits the Student's Rental Deposit or notifies the Student in writing or by email with an Agreement Acceptance Notification. The Student will be sent or emailed an Agreement Acceptance Notification specifying the property, apartment type, contract period, and rental rate. The Student is bound only if the Agreement Acceptance Notification is consistent with his or her submitted request. The Landlord shall provide the Student with copies of all rental agreements, addenda, house rules, and bills at the time of agreement or billing.

36. WAITING LIST:

If a space is not available at the time of submission of the Student-Landlord Rental Agreement Signature Page and Rental Deposit, and the Student has indicated on the Student-Landlord Rental Agreement, the Student will be placed on a waiting list. If a space becomes available and the Student-Landlord Rental Agreement is accepted, the Student will be notified by phone and the Student may verbally agree to take the available space. The Rental Deposit will be deposited, and any rent due must be paid upon the Student's giving of written notification of acceptance. The Student may cancel and receive a full refund of the Rental Deposit any time prior to written acceptance by giving written notice.

Raintree Commons is BYU Contracted Housing and will enforce the Residential Living Standards. ALL STUDENTS ARE REQUIRED TO ABIDE BY THE RESIDENTIAL LIVING STANDARDS. Failure to report violations may also be cause for eviction .

In the event of any conflict between any oral agreement and the terms of this Student-Landlord Rental Agreement, the latter shall govern.

RAINTREE COMMONS STUDENT-LANDLORD RENTAL AGREEMENT

----- THIS PAGE IS YOUR COPY TO KEEP -----

Please indicate which rental period and contract type you desire in this fashion:

Spring 2008
(4/28/2008 - 6/21/2008)
 Shared \$119
 Private \$179

Summer 2008
(6/23/2008 - 8/23/2008)
 Shared \$119
 Private \$179

F/W 2008-2009
(8/25/2008 - 4/25/2009)
 6 Person Shared
\$249

Initial to confirm selection _____

Initial to confirm selection _____

Initial to confirm selection _____

Placement Preferences: Student has the option of placing themselves in the rental office on a first-come, first-served basis according to current placing priorities. Inquire in the office for details. If Student chooses not to or is unable to place themselves, Landlord will try to accommodate their placement preferences. Bedrooms are not assigned, and are occupied on a first-come, first-serve basis. The bedrooms are not identical in size, shape, or orientation. Landlord reserves the right to move or place Student in any opening available. Landlord cannot guarantee a specific apartment or the "perfect" roommates, even if you are currently living at the property.

APARTMENT: # _____ or # _____ or # _____ FLOOR: 1st _____ or 2nd _____ or 3rd _____ WARD: # _____ or # _____ or # _____.
ROOMMATES: 1. _____ 2. _____ 3. _____
4. _____ 5. _____ OTHER: _____.

Parking Preferences: Parking Permits are assigned on a priority basis, based upon the time that a parking permit is requested. By requesting a parking permit below, you are not guaranteed a parking permit due to the limited number of parking spaces at the property.

PARKING PERMIT REQUESTED: YES _____ NO _____ **OFFICE USE ONLY: PARKING PRIORITY** _____

I understand that parking is not guaranteed and I may not receive a permit as requested. Initial to confirm _____

Student Information: All Information is Required

LEGAL NAME _____ SOCIAL SECURITY # _____ - _____ - _____

DR. LIC. # _____ STATE _____ BIRTH DATE _____ AGE _____ M/F _____

CURRENT PHONE (____) _____ CELL PHONE (____) _____ EMAIL _____

CURRENT LANDLORD _____ LANDLORD PHONE (____) _____

PERMANENT ADDRESS _____ CITY _____ STATE _____

COUNTRY _____ ZIP _____ PERMANENT PHONE (____) _____

EMERGENCY CONTACT _____ PHONE (____) _____

HOW DID YOU HEAR ABOUT US OR WHO WERE YOU REFERRED BY? _____

HAVE YOU EVER BEEN EVICTED? _____ CONVICTED OF A CRIME? _____ HAVE ANY COLLECTION ACCOUNTS? _____

IF YES, EXPLAIN: _____

RENTAL DEPOSIT TRANSFER: If you are a current resident and wish to transfer your Rental Deposit, fill in and sign the following. If you do not sign below to transfer your Rental Deposit, you will be required to pay a Rental Deposit with this Student - Landlord Rental Agreement.

I request that my Rental Deposit be transferred from my current rental period to the rental periods marked above. My Rental Deposit will be transferring from (please circle):

CAMBRIDGE COURT

THE LODGES AT GLENWOOD

RAINTREE COMMONS

I understand and agree to the following requirements: (a) This Rental Deposit Transfer is subject to all the Terms and Conditions of this Student-Landlord Rental Agreement and represents payment for the Rental Deposit. (b) I understand that all balances owed from previous contracts will be paid in full before any payments will be applied to current and/or future contracts. (c) If I do not keep the above requirements, my Student-Landlord Rental Agreement may be terminated by the Landlord subject to the Terms and Conditions of the Student-Landlord Rental Agreement.

RAINTREE COMMONS

STUDENT-LANDLORD RENTAL AGREEMENT

Please indicate which rental period and contract type you desire in this fashion:

Spring 2008
 (4/28/2008 - 6/21/2008)
 Shared \$119
 Private \$179

Summer 2008
 (6/23/2008 - 8/23/2008)
 Shared \$119
 Private \$179

F/W 2008-2009
 (8/25/2008 - 4/25/2009)
 6 Person Shared
\$249

Initial to confirm selection _____

Initial to confirm selection _____

Initial to confirm selection _____

Placement Preferences: Student has the option of placing themselves in the rental office on a first-come, first-served basis according to current placing priorities. Inquire in the office for details. If Student chooses not to or is unable to place themselves, Landlord will try to accommodate their placement preferences. Bedrooms are not assigned, and are occupied on a first-come, first-serve basis. The bedrooms are not identical in size, shape, or orientation. Landlord reserves the right to move or place Student in any opening available. Landlord cannot guarantee a specific apartment or the "perfect" roommates, even if you are currently living at the property.

APARTMENT: # _____ or # _____ or # _____ FLOOR: 1st _____ or 2nd _____ or 3rd _____ WARD: # _____ or # _____ or # _____.
 ROOMMATES: 1. _____ 2. _____ 3. _____
 4. _____ 5. _____ OTHER: _____.

Parking Preferences: Parking Permits are assigned on a priority basis, based upon the time that a parking permit is requested. By requesting a parking permit below, you are not guaranteed a parking permit due to the limited number of parking spaces at the property.

PARKING PERMIT REQUESTED: YES _____ NO _____ OFFICE USE ONLY: PARKING PRIORITY _____

I understand that parking is not guaranteed and I may not receive a permit as requested. Initial to confirm _____

Student Information: All Information is Required

LEGAL NAME _____ SOCIAL SECURITY # _____ - _____ - _____

DR. LIC. # _____ STATE _____ BIRTH DATE _____ AGE _____ M/F _____

CURRENT PHONE (____) _____ CELL PHONE (____) _____ EMAIL _____

CURRENT LANDLORD _____ LANDLORD PHONE (____) _____

PERMANENT ADDRESS _____ CITY _____ STATE _____

COUNTRY _____ ZIP _____ PERMANENT PHONE (____) _____

EMERGENCY CONTACT _____ PHONE (____) _____

HOW DID YOU HEAR ABOUT US OR WHO WERE YOU REFERRED BY? _____

HAVE YOU EVER BEEN EVICTED? _____ CONVICTED OF A CRIME? _____ HAVE ANY COLLECTION ACCOUNTS? _____

IF YES, EXPLAIN: _____

RENTAL DEPOSIT TRANSFER: If you are a current resident and wish to transfer your Rental Deposit, fill in and sign the following. If you do not sign below to transfer your Rental Deposit, you will be required to pay a Rental Deposit with this Student - Landlord Rental Agreement.

I request that my Rental Deposit be transferred from my current rental period to the rental periods marked above. My Rental Deposit will be transferring from (please circle):

CAMBRIDGE COURT

THE LODGES AT GLENWOOD

RAINTREE COMMONS

I understand and agree to the following requirements: (a) This Rental Deposit Transfer is subject to all the Terms and Conditions of this Student-Landlord Rental Agreement and represents payment for the Rental Deposit. (b) I understand that all balances owed from previous contracts will be paid in full before any payments will be applied to current and/or future contracts. (c) If I do not keep the above requirements, my Student-Landlord Rental Agreement may be terminated by the Landlord subject to the Terms and Conditions of the Student-Landlord Rental Agreement.

CERTIFICATION OF STUDENT STATUS: I hereby certify that I am a "Student" and am eligible to rent and reside in BYU Contracted Off-Campus Housing, that is, I am a full or part-time Student of BYU, enrolled in daytime or evening classes; or, I have applied to BYU or a qualifying institution and been accepted for enrollment; or, I am a full or part-time (6 credit hours or more) Student of an educational institution which has provided its own Title IX sex segregated housing provided by common off-campus Landlords (Utah Valley University, Stevens Henager College, Provo College, Paul Mitchell The School, Bon Lossee, Dallas Roberts Academy, Nomen-Global Language Centers, American Institute of Medical and Dental Technology, Renaissance Academe de Hair Design, Selnate International School), and I have elected to live in such housing under the terms and conditions found herein. I further certify that I have never been evicted nor had my tenancy terminated from BYU Contracted housing for violating the Residential Living Standards nor have I been dismissed, suspended, nor have I withdrawn (in lieu of being suspended or dismissed) from BYU for non-academic reasons. I also understand that if I am banned from the University, I am not eligible to live in BYU Contracted Housing. I agree to live in BYU-Contracted housing under the principles of the Residential Living Standards, and the gender separation policy and remain eligible as a Student defined in this paragraph. I recognize and understand that my certification of Student status is material to and relied upon by the Landlord in entering into this Rental Agreement and any misrepresentation found herein or change in Student status is reason for immediate termination of this agreement and such other legal and equitable remedies as the Landlord may pursue. As a BYU Student, I understand and agree that the Landlord is required by BYU to verify each semester/term through Route Y that I am a resident, with a current contract, and will provide BYU my residential address.

I am a: _____ Student (School _____ # of Hrs attending _____ Year in School _____)
 _____ Non-Student

 Student Signature

RESIDENTIAL LIVING STANDARDS (Student Responsibility): I agree to comply with, and acknowledge the Landlord's and my responsibility to maintain the Residential Living Standards as listed below and to help other Students maintain the same. My violation of these standards shall be sufficient cause for eviction.

GUESTS OF THE OPPOSITE SEX: Visitors of the opposite sex are permitted in living rooms and kitchens, but not in the bedrooms in off-campus living units. 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 may begin after 9:00 a.m. and extend until 12:00 midnight. Friday night visiting hours may extend until 1:30 a.m. Landlords may establish a shorter visiting period if written notice is given to Students.

CONDUCT: All Students and residents shall be required to conduct themselves in a manner consistent with the BYU Honor Code including abstaining from, possessing, serving, or consuming alcoholic beverages, tobacco, tea, coffee, and harmful drugs. Involvement with gambling, pornographic, erotic, indecent, or offensive material, obscene or indecent conduct or expressions, disorderly or disruptive conduct, or any other conduct or action inconsistent with the BYU Honor Code, in the sole discretion and judgment of the University, is not permitted in Student housing. All guests of Students must comply with the Residential Living Standards while on the premises of BYU Contracted housing. Students are expected to help their guests and other residents understand and fulfill their responsibility under the Residential Living Standards and the BYU Honor Code.

DRESS AND GROOMING STANDARDS: All Students and residents of BYU Contracted Off-Campus Housing are required to know the BYU Dress and Grooming Standards and abide by them. (The standards expressed above apply to Students at all times whether on or off campus.)

UNIVERSITY CONVICTED SEX OFFENDER POLICY: The University has determined that convicted sex offenders, whether required to register or not, pose a significant, clear and present danger to residents living in BYU Off-Campus Housing. Known convicted sex offenders are not permitted to live in BYU Contracted Off-Campus Housing. I hereby certify that I am NOT a convicted sex offender and am eligible to rent and reside in BYU Contracted Off-Campus Housing.

 Student Signature

AGREEMENT ACCEPTANCE: The information provided is true and accurate. I have read, understand, and agree to the Terms and Conditions of this Student-Landlord Rental Agreement contained in the preceding booklet. I understand that I am not guaranteed a parking permit and that they will be issued on a first come, first served basis. If the Student is not 18 years of age or older, this agreement must be signed by a parent or legal guardian as Guarantor. This agreement shall be construed as a contract, and the promises made by the undersigned parties shall be consideration for the other's promises. Any successor to the owner's interest in the premises after the Landlord and Student sign this contract shall be bound by the provisions of the contract.

 Student Signature

 Date

 Landlord Signature

 Date

GUARANTOR: GUARANTOR IS REQUIRED FOR ALL STUDENTS UNDER THE AGE OF 18. Guarantor will accept and assume legal obligation for this agreement until a new agreement is signed by Student after reaching legal age. This includes, but is not limited to rents, fees, and living standard obligations.

LEGAL NAME _____ SOCIAL SECURITY # _____ - _____ - _____ BIRTH DATE _____
 PERMANENT ADDRESS _____ CITY _____ STATE _____
 COUNTRY _____ ZIP _____ PRESENT PHONE () _____ EMAIL _____
 RELATIONSHIP TO STUDENT _____

 Guarantor Signature

 Date

OFFICE USE ONLY

Placing Priority # : _____	CR or NR	Amount Paid \$: _____
Date Received : _____	Date Accepted : _____	Date \$ Deposited: _____
ID card copied: Y or N	Placed: Y or N	Unit Assigned : _____