

Brigham Young University-Idaho Student Landlord Contract

BARONNESSA APARTMENTS

156 Viking Drive, Rexburg, Idaho 83440

<http://www.Baronnessaapts.com>

Baronnessa@gmail.com

(208) 356-7263 (office) (208) 473-2731 (fax)

Student's Name:			BYU-I E-mail:		
Home Address:					
City:		State:	Zip:		Cell Phone #:
Occupancy Dates:		Occupancy Start:			Occupancy End:
Type of Apartment/Room: <input type="checkbox"/> Shared <input type="checkbox"/> Other (Specify):				Apartment / Roommate Request:	

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. Online-only and Continuing Education students are not eligible for approved housing. I understand that I cannot live in approved housing prior to my assigned semester start date or after graduation. I recognize and understand that my certification of student status and responsibility to maintain my student eligibility while attending BYU-Idaho is material to and relied upon by Landlord in entering into this rental agreement. I further certify that I am not registered as a sex offender. 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 Apartment Living Standards as stated in the BYU-Idaho *Approved Housing Guidebook* incorporated herein by reference. 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 or not I own or operate a motor vehicle, I am responsible to know the parking guidelines and requirements of the housing property and abide by them. I also understand that I have a responsibility to reasonably inform guests who visit my apartment 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.

Student Signature

Date

1. COST OF ACCOMMODATIONS & SERVICES:

Application Fee (non-refundable)	\$50.00
Security Deposit (refundable)	\$100.00
Parking (Addendum: Parking)	\$35.00
<hr/>	
Fall / Winter / Spring	\$975.00
Summer	\$375.00
Dual Semester Contract	\$925.00 / \$925.00
<hr/>	
Total	\$

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 **\$50.00** if not paid within 5 days of the due date and interest at **9.0%** per annum on any past-due (unpaid after 30 days of the date due) accounts; and (C) pay all costs of collection including reasonable attorney's fees. For disputes, see section 16.

3. SECURITY DEPOSIT: The payment of **\$150.00** serves as a security deposit. Those items which may be expensed against the security 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 an itemization of deduction along with the deposit balance within 30 days following termination of tenancy. In order to expedite return of the deposit, Student may provide Landlord with a current 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 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 **\$100.00** 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 **\$100.00** 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) 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 property according to BYU-Idaho requirements as stated in the *Approved Housing Guidebook*; (B) Landlord materially misrepresents property on website and/or in written information such as e-mails, flyers, brochures, etc.; (C) 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 event or serious illness; or (2) Student called into active military duty. In such instances, appropriate verification must be promptly provided to the Landlord. In the event of the death of a Student, Landlord will be notified by family and/or the University. For all reasons stated above, 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 the approved housing status of his/her property 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. Landlord will pro-rate the rent from the date of checkout. See section 3 for amounts that may be expensed against the deposit.

9. TRANSFER OF STUDENT WITHIN PROPERTY: 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. Student agrees to notify Landlord of violations of the BYU-Idaho Honor Code or Apartment Living Standards. 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) promptly notify Landlord in writing of maintenance concerns or needed repairs.

LANDLORD OBLIGATION: Landlord agrees to: (A) maintain the property in compliance with all applicable state, county, and city laws and codes and the BYU-Idaho Uniform Physical Condition Standards as stated in the *Approved Housing Guidebook*; (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 Landlord 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 to work in good faith toward the resolution of any dispute covered by this Contract. Unresolved disputes may be submitted to binding arbitration outlined in the *Approved Housing Guidebook*. All parties agree to abide by the decision rendered by the arbitration board including any monetary award made.

I acknowledge that I have read and agree with all terms of this Contract including the University-approved addendum (if applicable) incorporated herein by reference.			
Student Signature	Date	Landlord Signature	Date

Addendum: Baronnessa Apartment Addendum

- 1.) **Baronnessa Apartments** has upgraded many features in the complex to make it a more comfortable place to live. We hope that you enjoy our complex and treat it as your own home. If you happen to spill something on the couches or carpet, please do not hesitate to let us know. We have special cleaning supplies that can remove the stain before it is permanently set in.
- 2.) **Office Hours: 9:00 a.m. to 3:00 p.m. (Monday-Friday)** These are the hours that the on-site managers take care of any housing related business. This includes phone calls, taking payments, questions, etc.
- 3.) **Apartment Facilities:** You may reserve the lounge during office hours with the Baronnessa manager. The lounge is free for our Students to use as long as the responsibility is taken to clean up after each use, as well as, respecting the rules, hours, furniture, and appliances provided. Only those individuals who live at Baronnessa are permitted to use these facilities, although friends and visitors can join you in your activities.
- 4.) **Parking:** A parking sticker is required at Baronnessa Apartments. Parking stickers will be assigned at check-in with the Baronnessa manager. Parking stickers are given out at the start of each semester on a first-come basis. If you bring a vehicle, parking stickers are required and are non-refundable and non-transferable. There is a limited amount of parking stalls for our students for on-site parking at Baronnessa Apartments. If you do not have a parking sticker in your vehicle, you will be in violation of this contract and a third-party enforcement company will remove your vehicle from Baronnessa Apartments. Students agree to operate motor vehicles only on paved roadways and designated parking areas within the Baronnessa Apartments and to refrain from operating motor vehicles of any kind on the concrete walkways, lawns and other landscaped areas of the Baronnessa Apartments. Any motor vehicles that are not parked in compliance with these requirements will be towed at Student's expense.
- 5.) **Internet:** Internet service comes as a free amenity in the complex. Because having a reliable internet service is one of our priorities, we have recently upgraded to a better and more reliable service. There are rare occasions where an outage might occur, so please be patient as we will do everything in our power to fix the problem. We realize the importance of internet use for students, but please remember that we are responsible for providing the internet service, not individual computer service. If you are having problems getting online from your computer, you will need to call a computer technician and not depend on the managers for this service. Each bedroom has an Ethernet hookup. You can purchase Ethernet cords from the office for \$5.00. (We do not rent them out.) Do not string a cord across your bedroom floor, as people tend to trip over them, causing the wall jacks to break from the cord being pulled.
- 6.) **Maintenance & Repairs:** Maintenance requests are submitted online electronically. Please use your browser and go to www.Baronnessaapts.com, and on the Student Portal you can submit a maintenance request.
- 7.) **Student Responsibility & Charges:** a.) It is the responsibility of each apartment to replace any burnt out incandescent light bulbs. b.) Anything in the apartment that is broken, damaged due to misuse, or missing will be billed to the Students. This includes broken light fixtures, broken furniture, runs in the carpet, holes in walls, etc. c.) Please do not move ANY furniture out of the apartments, even temporarily. d.) Burning candles or candle warmers are NOT allowed. e.) Please do not pin anything to the ceiling. In addition, please do not tape or attach anything to ceiling fans. f.) Do not flush paper towels, Q-tips, excessive toilet paper, etc. down the toilets. g.) Do not use sharp objects to defrost the refrigerator. Simply set a bowl of hot water in the freezer, and wait 30 minutes. The ice will fall off on its own. h.) Do not put any garbage on the walkways or outside your door. There is a \$20 charge for placing garbage in front of the dumpsters. (The city will not pick it up.)
- 8.) **Checkout:** Checkout procedures are to be completed properly at the end of each semester. Each roommate must sign up for a "white-glove cleaning" job and participate in the "white-glove cleaning" process. If a Student does not participate in the end of semester "white-glove cleaning" process, the manager will assign a cleaning crew to complete the chores assigned to that Student and charge an hourly cleaning rate for the "white-glove cleaning" chores. Each Student is to be checked out of their apartment by the last day of the contract period. Additional cleaning left undone after the last day of the contract will result in a cleaning crew charge of \$10.00 per hour with a minimum charge of \$5.00, as well as a \$25.00 administrative fee to cover cleaning supply expenses, paper work, etc., which are deducted from the amount of the security deposit.
- 9.) **Storage Policy:** Baronnessa Apartments can provide limited space for the storage of personal property belonging to individuals who have paid the required deposit for the next term. All items must be securely placed in a box & labeled with your name & phone number with a maximum of 4 boxes per person. The Baronnessa Housing Contract and Waiver Agreement must be signed & turned in to the Baronnessa Manager prior to leaving. You must have your Application Fee and Security Deposit paid for the next semester. You must agree to the assigned storage location given to you by the Baronnessa Manager. Do not leave valuables or things that you will need to access during the break. We will assume no liability or responsibility for damage, loss, stolen, and/or missing items. The Student must assume full responsibility of their personal property.
- 10.) **Bed Bugs:** Bedbugs are becoming more prevalent in college housing. In order to prevent and protect against infestations, we suggest that all Students take the following precautions and cooperate fully with policies that minimize the potential impact of bedbugs in the complex. a.) If a Student is aware of bedbugs in a previous living arrangement (whether at home or another housing unit) they

- are asked to please disclose this information to the management PRIOR to moving into the complex in order to eradicate the introduction into the complex.
- b.) Students are not allowed to bring used furniture into the complex. This includes any fabric covered furnishings such as couches, chairs, banana chairs, love sacs, etc. Wood furniture also harbors bedbugs and is not acceptable, such as dressers, bookcases, end tables, night stands, etc. 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.) Vinyl Mattress covers are required on all beds in approved housing. This minimizes the spread of bedbugs as they cannot penetrate the fabric. Bedbugs live in the crevices and along seams of the mattress and in joints and screw holes in the wood. The more substantial the mattress cover, the better the protection. d.) Students understand that it is a shared responsibility to prevent and also treat bedbug concerns and that this must be done in a thorough and timely manner by both parties. Notify management IMMEDIATELY if you believe you have bedbugs. Be responsive to the steps given by management in order to eliminate the problem.
- 11.) **Mold in Your Apartment:** You are responsible for preventing and cleaning mold and potentially the musty smells in your apartment, particularly in your bathrooms. In order for you to prevent mold and musty smells, you have to allow air to circulate in the apartment. This may take substantial altering of your personal habits to do so, including letting cold air in at times. Landlord does not compensate you for doing so nor provide free heating, cooling, cleaning, or a prevention service. It is up to you to take the necessary steps to eliminate mold from your apartment.
- 12. **ADDITIONAL TERMS: (miscellaneous)**
 - a. **Apartment Key & Mailbox Key:** Student will be charged \$5.00 if apartment key or mailbox key is not returned at time of checkout. In addition, if either the apartment key or the mailbox key is lost there is a \$5.00 replacement charge. There will also be a \$5.00 charge if either of them needs to be rekeyed.
 - b. **Bicycles:** Students agree to park bicycles outside and are not allowed from bringing any bicycle inside any apartment or building at Baronnessa Apartments. Students are required to park their bicycles in the bike racks that are provided at Baronnessa Apartments. Baronnessa Apartments is not responsible for thief or damage to your bicycles.

Student Signature _____

Date _____

Spring 2014 - April 18 th – July 24 th
Summer 2014 - July 24 th – Sept. 12 th
Fall 2014 – Sept. 12 th – December 20 th
Winter 2015 – Jan. 2 nd – April 11 th
Spring 2015 – April 17 th – July 24 th
Summer 2015 – July 24 th – Sept. 11 th