

2007-2008 BYU STUDENT-LANDLORD RENTAL AGREEMENT

This Contract is entered into on this date Day: _____		Month: _____	Year: _____
Student's Name: _____		I.D. Number: _____	Phone: _____
Permanent Home Address: _____		Student's E-mail Address: _____	
Landlord's Name: _____		Landlord's Phone: _____	
Landlord's Local Agent: _____		Landlord's E-mail Address: _____	
Local Agent's Mailing Address: _____		Agent's Phone: _____	
Landlord's Second Contact: _____		Contact's Phone: _____	
Second Contact's Mailing Address: _____			

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 listed below and paid the required application fee for enrollment or will pay the fee within the next four months after the initial date of occupancy of Contracted housing; or, I am enrolled in and attending an LDS institute program; or, I am a student of an educational institution which has provided its own Title IX sex segregated housing provided by common off-campus landlords (Utah Valley State College, 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violating the BYU Honor Code or the BYU Residential Living Standards nor have I been dismissed, suspended, nor have I withdrawn (in lieu of being suspended or dismissed) from BYU for non-academic reasons.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 agree to live in BYU Contracted housing under the principles of the BYU Honor Code, the BYU Residential Living Standards, and the gender separation policy and remain eligible as a student as 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 eviction and such other legal and equitable remedies as the landlord may pursue. For BYU students, the landlord is required by BYU to verify each semester through Route Y that you are a resident, with a current contract, living at this address.

Student Initials: _____

RESIDENTIAL LIVING STANDARDS: I agree to comply with, and acknowledge the landlord's and my responsibility to maintain the BYU 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 BYU 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.

Student Initials: _____

1. **RENTAL AND PARKING ACCOMMODATIONS:** The landlord will provide the following rental accommodations, commonly known as: _____ located at (address) _____ in (city) _____. 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 2 below and will remain under contract with the Off-Campus Housing Office at Brigham Young University for the term of this contract. Apartment number or brief description of facility rented: _____ is to be occupied by a maximum of _____ persons. Bedroom rented: _____. Landlord has a total of _____ off-street parking spaces available for a maximum occupant capacity of _____.
2. **TERM OF CONTRACT:** Occupancy shall begin on the _____ day of _____, _____ ("Commencement Date"), and **(check either A or B)**
 - A. shall terminate on the _____ day of _____, _____. **Rental rate:** Total rent for this period will be \$_____ payable in equal payments of \$_____ due in advance on the _____ day of each month, **OR** in payments according to the following schedule: _____.
 - If a termination date is not specified above or if the tenant holds over after a stated term, the landlord and student agree to terminate this contract in the manner specified in paragraph 2B below.
 - B. shall continue from month to month unless terminated by written notice from either party to the other. Such notice shall terminate this contract at the end of any rental month if given at least 15 days prior to the end of such month. The rental month shall begin on the _____ day of each calendar month. If either party fails to give the other 15 days' notification of termination before the end of any current rental month, this agreement will continue through the next rental month. **Rental rate:** The student will pay rent at the rate of \$_____ per month due in advance on the _____ day of each month.
3. **LATE FEES:** The rent is to be paid to _____ at the following address: _____. If the student fails to pay rent in full no less than 5 days after it is due, student shall pay to landlord a late fee of \$_____, plus \$_____ for each additional day that the rent continues to be unpaid. Late fees shall not be exorbitant and must bear a reasonable relationship to actual damages suffered.
4. **UTILITIES:** The student will be responsible for the utilities indicated: gas electricity water garbage sewer telephone internet cable
Utilities will be placed in the name of the landlord, unless the tenant's box is checked. Tenant is required to place utilities in his/her name.
5. **RENTAL DEPOSIT:** The student will pay a rental deposit to the landlord on the _____ day of _____, _____ or, if a date is not specified, upon the signing of this Agreement. The amount of the deposit shall be \$_____, which shall not exceed two months' rent.
6. **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, a copy of which must be submitted to the landlord within 24 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 damages by the elements excepted.
7. **A. TERMS AND CONDITIONS OF AGREEMENT:** Students and landlords agree to abide by applicable City, County, State, and federal laws governing the rental relationship, Agreements, and the rental property. No modifications of this Agreement may be made, however, by interlineations or modification of any provision of this 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. Any additions to this Agreement, including 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 mediation, arbitration or by any court.
B. FEES, COPIES, AND RECEIPTS: All fees and nonrefundable portions of the deposit must have a clearly defined purpose and amount stated in writing to the student at the time of agreement and shall not be exorbitant but must bear a reasonable relationship to actual damages suffered or costs incurred. The landlord shall provide the tenant with copies of all rental agreements, addenda, house rules, and bills at the time of agreement or billing, and shall provide a receipt for any money paid in cash at the time of payment.
8. **RESIDENTIAL LIVING STANDARDS:** The landlord agrees to exercise reasonable effort to maintain the Residential Living Standards as outlined above. Landlord's failure to take reasonable steps to maintain these standards after actual or constructive notice of any violation which affects the tenancy of the student from any source will constitute grounds for student to end the tenancy. Violation of the Residential Living Standards by the student shall be a material breach of this agreement permitting immediate eviction.
9. **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 will 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) will lose their BYU contract for their facilities. 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.

Landlord or Agent

Student

DO NOT SIGN UNTIL YOU READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE REVERSE SIDE.

10. **MISCELLANEOUS STUDENT OBLIGATIONS:** The student agrees to use the property as his or her personal residence. The student shall maintain the interior of the property in a reasonably clean and safe condition, use reasonable care in consumption of utilities and services furnished by the landlord, and avoid unreasonable noise or other disruption of the privacy and peaceful enjoyment of the premises by the landlord and other students. The student shall 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. The student shall not make, or cause to be made, any alterations to the property or its contents without first obtaining the written consent of the landlord. 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.
11. **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 a safe, reasonably clean, and operable condition and comply with all applicable State, County, and 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.
12. **LIABILITY OF LANDLORD:** Landlord shall not be liable for any damages or losses to person or property caused by the student, other persons, the elements, fire, theft, or other catastrophes unless the same is due to the negligence of the landlord. Student is strongly advised to secure insurance to protect his or her property from such occurrences.
13. **DELAYED POSSESSION:** If the landlord is unable to deliver possession of the premises at the commencement date of this Agreement, the tenant 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 tenant terminates, whichever is earlier.
14. **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 rental and/or 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 nonrefundable fees.
15. **FIREARMS, WEAPONS, FIREWORKS, 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 in the same dwelling as the student, may store, keep, or maintain on the premises any firearms, weapons, fireworks, or explosives, including knives (except reasonable cutlery), or other items which, in their intended use, are capable of inflicting serious personal injury.
16. **PETS:** No animal or pet shall be kept on the premises without the prior written consent of the landlord and all students in the rental unit.
17. **GUESTS:** The student may not have overnight guests without notice to and written consent of the landlord and of all other students in the dwelling. If consent is given by the landlord, a single student shall have only overnight guests of the same gender as that designated for the dwelling. The landlord may charge the student having overnight guests a fee in the amount of a pro rata portion of the rent unless a fee is agreed to elsewhere in this contract. All guests must comply with the BYU Honor Code and Residential Living Standards when on the premises.
18. **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.
19. **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 rental unit 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 unit. 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 a 12 hours notice but only to make the requested 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.
20. **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 for landlord's own purposes, the landlord agrees to pay telephone transfer fees and 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.
21. **RENTAL DEPOSIT:** Students shall not be required to pay a deposit exceeding two months rent. 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, and (D) cleaning of the unit, unless reasonably cleaned by the student, reasonable wear and tear excepted. The balance of any deposit and prepaid rent, if any, and a written itemization of any deductions from the 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 deposit, a penalty of \$100 and court costs.
22. **TERMINATION BEFORE COMMENCEMENT DATE:** At any time not less than 90 days before the commencement date in paragraph 2 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 2 of this Agreement, the terminating party may terminate this Agreement only upon conditions set forth in this Agreement.
23. **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 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 written notice the Landlord may at the end of any semester, relet 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, the student may terminate without penalty or further contractual obligation. The last day of tenancy shall be the day before the substitute tenancy begins and 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. Landlord may charge the student a reasonable fee for costs of early termination under this subsection provided such fee is agreed to in writing. 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 BYU 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.
24. **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; (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 paragraph above; (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.

Any successor to the owner's interest in the premises after the owner and student sign this contract shall be bound by the provisions of the contract.