

6. CONDITION OF PREMISES:

- A. 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 48 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.
- B. IF RENTING SIGHT UNSEEN, i.e. Student has not had the opportunity to inspect the unit covered by this lease, then landlord warrants that the unit to be occupied by tenant will be in good, habitable condition and will conform to any *model unit shown to tenant 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 the 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. *(Model units are for show purposes. Assigned apartment units may have different flooring, paint color, furnishings and/or décor, but must contain appliances and furnishings in keeping with what was shown)

7. TERMS AND CONDITIONS OF AGREEMENT: Students and landlords agree to abide by applicable City, County, State, and Federal laws governing the rental relationship, this Agreement, and the rental property. No modifications of this Agreement may be made by strike-out or other writing except as provided herein. 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.

- A. **FEES, COPIES, AND RECEIPTS:** All fees and nonrefundable portions of the deposit must have a clearly defined purpose and the amount stated in writing 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 at the time of agreement/billing, and provide notice for any bills (including, but not limited to, late fees) at the time they are incurred, and shall provide a receipt for any money paid in cash at the time of payment.
- B. **KEYS:** An entry key must be provided for each resident at the time occupancy begins. Each key will have a code number stamped on the key along with "do not copy". If a key is lost or stolen, the lock must be re-keyed. A charge will be assessed to tenant(s) for all lost keys, keys not returned, or re-keying.

8. RESIDENTIAL LIVING STANDARDS: The landlord agrees to exercise reasonable effort to maintain and enforce the Residential Living Standards by all tenants as defined above by pursuing any legal or equitable remedy. Landlord's failure to take reasonable steps to maintain and enforce 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 student to end the tenancy. Either party may submit the controversy by serving written notice to the BYU Off-Campus Housing Office. If the dispute continues unresolved, the Off-Campus Housing Office will submit the matter to the BYU Center for Conflict Resolution (hereinafter "CCR"). Violation of the Residential Living Standards by the student shall be a material breach of this agreement and grounds for termination and eviction.

9. DISPUTE SETTLEMENT: When a landlord 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 CCR for binding mediation/arbitration. Both parties agree to make a good faith effort to settle such controversy through mediation and to be governed by the 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 be in material breach of their BYU contract for their facilities which then will be terminated. If civil court action is pursued to enforce the terms of this Agreement, mediation agreement, or the arbitration award, the non-prevailing party agrees to pay all costs in connection therewith, including a reasonable attorney's fee. Other non-BYU students may have alternative dispute procedures provided by their own institutions. Any landlord or facility that does not comply with any decision or mediation will not be eligible for a contract to provide Contracted Housing. Eviction: If a BYU student requests mediation after an eviction notice has been served, the CCR must schedule mediation within 72 hours or three business days.

10. 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. *The BYU Student agrees to update their residential address on myBYU each semester/term, failure to do so will result in non-compliance fees of up to \$175 and housing holds affecting their ability to register.

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, 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: The 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. The 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 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. This provision survives termination until damages are collected.

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 a contract to provide BYU Contracted Housing or is over-occupied. 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. ANIMALS: No pet(s) shall be kept on the premises without the prior written consent of the landlord.

17. 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 sex as 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:

- A. The landlord shall ensure the quiet enjoyment and peaceful possession of the dwelling for the student and shall not unjustly evict the student. Neither party shall harass or retaliate against the other or against other students for the exercise of his or her rights under this Agreement and Utah law.
- B. All students living in rooms where computers, web cameras, and/or other image recording/transmitting devices exist should 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.

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. SECURITY DEPOSIT: Students shall not be required to pay a deposit exceeding two months rent. The landlord may apply the security 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 fees 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 rental agreement, 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 OF TENANCY: 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 leaves 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 security 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 Service Members Civil Relief Act of 2003.
- D. If at any time during the term of the contract the student graduates from BYU, receives a mission call, gets married, 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 security 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 or assignment 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.

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 security 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; actions by the tenant do not cancel the contract, only tenancy.
- 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.

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