



deposit balance within 30 days following termination of tenancy or Landlord forfeits any claim to the security deposit and Student shall receive a complete refund of the security deposit. Landlord may not assess or attempt to collect additional fees, for any reason, after the 30-day window. In order to expedite return of the deposit, Student may provide manager 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 30 days or student forfeits any claim to the deducted funds.

#### **7. CANCELLATION OR TRANSFER OF CONTRACT**

(A) Up to 61 days prior to contract occupancy start date: Either party may cancel this Contract by written notice and a \$\_\_\_\_\_ 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 another eligible student as a replacement for his/her Contract. When an eligible replacement is provided, Landlord shall notify Student in writing of Student's release of obligation and refund any monies paid minus a \$\_\_\_\_\_ transfer fee. If Student is unable to provide an eligible replacement, Landlord may collect for all the obligations contained in this Contract but must first demonstrate it has undertaken all commercially reasonable efforts to mitigate damages by attempting to fill the leased space and has been unable to do so;

#### **8. SPECIFIC OBLIGATION OF PARTIES**

In addition to the duties and obligations generally recognized by Idaho landlord-tenant law, the Parties agree to the following specific obligations under this contract:

##### **8.1 STUDENT OBLIGATIONS**

(A) Student agrees to notify Landlord within 48 hours of commencing occupancy of any visible defects, damage, hazards, uncleanliness, or other concerns or objections regarding the condition of the apartment/unit. Otherwise, Student shall be deemed to have accepted the premises as being in good order and reasonably clean at the time of occupancy.

(B) Student agrees to maintain property in a reasonably clean and safe condition with no unauthorized alterations of any kind;

(C) Student agrees to use reasonable care in consumption of utilities and services;

(D) Student agrees to avoid unreasonable noise or other disruption of peaceful enjoyment of others, and to comply with all applicable laws, regulations, and policies relating thereto;

(E) Student agrees to be responsible for damages caused by Student or Student's guests which are beyond reasonable wear and tear;

(F) Student agrees to promptly notify Landlord in writing of maintenance concerns or needed repairs;

(G) Student agrees not to suffer, permit, or maintain any nuisance or any health or safety hazard on the premises; and

(H) Student agrees to notify Landlord of violations of the BYU-Idaho Honor Code or Apartment Living Standards.

##### **8.2 LANDLORD OBLIGATIONS**

(A) Landlord agrees to not make any material misrepresentations about the condition, history, amenities, availability, or any other relevant consideration regarding the apartment/unit, on its website and/or in other verbal or written communications;

(B) Landlord agrees to maintain the property in compliance with all applicable federal, state, and local laws, ordinances, and regulations, and in accordance with the BYU-Idaho standards and requirements as established in the Agreement to Provide BYU-Idaho Approved Housing or the University *Approved Housing Guidebook*;

(C) Landlord agrees to provide furnishings and appliances in a safe, clean, and operable condition;

(D) Landlord agrees to respond promptly to emergencies and maintenance requests;

(E) Landlord agrees to work promptly, in good faith, and with due diligence to correct any problems;

(F) Landlord agrees not to suffer, permit, or maintain any nuisance or any health or safety hazard on the premises.

#### **9. BREACH OF CONTRACT**

In the event of a breach of any material term of this Contract, the non-breaching party shall have the option to immediately terminate this Contract after giving (1) written notice of the breach to the breaching party and (2) a reasonable opportunity to cure. In the event of an uncured Student breach, Student shall not be entitled to a refund of any monies paid, except as may be required by applicable law. In the event of an uncured Landlord breach, Student shall be entitled to a full refund of all monies paid under this Contract.

"Material Term" as used herein shall be interpreted in accordance with Idaho law. Examples of breaches of material terms of this Contract include, but are not limited to:

- Failure by Student to make payment when due.
- Violation of the Apartment Living Standards.
- Student or Landlord conduct that interferes with the rights to peaceful enjoyment of the premises, recklessly endangers human life, or that damages, defaces, or destroys the property or threatens physical harm against another.
- Student or Landlord suffering, permitting, or maintaining any nuisance or any health hazard on the premises.
- Landlord failure to maintain the property in accordance with applicable federal, state, or local laws and regulations, or with BYU-Idaho standards and requirements as established in the Agreement to Provide BYU-Idaho Approved Housing or the University *Approved Housing Guidebook*.
- Landlord materially misrepresents property condition, history, amenities, availability, or any other relevant consideration to a prospective renter on its website and/or in other verbal or written communications (such as e-mails, flyers, brochures, etc.).

#### **10. TERMINATION BEFORE OR AFTER OCCUPANCY START DATE**

If there is no breach of Contract by either Student or Landlord this Contract may be terminated for the following reasons:

- (A) An unforeseeable and unexpected catastrophic event that renders the Landlord incapable of providing housing to the Student;
- (B) Student contracts an unexpected serious illness that necessitates withdrawal from all classes and departure from Rexburg for treatment;
- (C) Student is called into active military duty; or
- (D) Death of Student.

If a party seeks termination under subsections (A)-(C) of this paragraph, the terminating party must provide notice and appropriate verification to the other party within ten (10) days of the triggering events. In the event of Student Death, Landlord will be notified by Student's family or the University. If the Contract is terminated for any of the reasons stated in this Paragraph, rent will be prorated from the date of notice and the Contract will be terminated without penalty or further obligation.

(E) This Contract may also be terminated by a showing of frustration of purpose, or any other recognized legal doctrine, as determined by a court of competent jurisdiction.

#### **11. UNIVERSITY TERMINATION OF APPROVED HOUSING**

In the event BYU-Idaho revokes Landlord's approved status, Student may terminate this Contract by written notice within ten (10) business days. Landlord agrees to remit within ten (10) days of the date of the written notice from Student the balance of any prepaid rent and/or deposit monies. Landlord will prorate the rent from the date of checkout. See section 3 for amounts that may be expensed against the deposit.

#### **12. TRANSFER OF STUDENT WITHIN THE PROPERTY**

The transfer of a student from one unit within the property to another unit within the property may be made as follows:

**12.1 TRANSFER REQUESTED BY LANDLORD**

A request for transfer to an apartment/room other than the original assignment may be made by Landlord using the following process: (1) Contact the Student in writing, to the best known address, the reason for the transfer; (2) A written response is due seven days after date of correspondence; (3) 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.

**12.2 TRANSFER REQUESTED BY STUDENT**

A request for transfer to an apartment/room other than the original assignment may be made by Student using the following process: (1) Contact the Landlord in writing stating the reason for the transfer; (2) Landlord will respond within seven days after date of correspondence either allowing the transfer or stating a reasonable explanation for denying the request.

**13. CONTRACT MODIFICATION**

This Contract may not be modified unless such modification is (1) made in writing, (2) agreed to by both Student and Landlord, and (3) approved by the BYU-Idaho Housing & Student Living Office.

**14. 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 by email, text, or letter to Student 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.

**15. 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 \$100 to dispose of the property. Justification of an abandoned property fee must be made in the itemization provided to Student with the returned security deposit. Landlord will make reasonable efforts to contact Student concerning the property and permit Student to enter and remove the property. Disposal of unclaimed property shall be governed by the provisions of applicable Idaho law.

**16. 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 Student with a current or future housing contract without permission of Student will reimburse Student for fair market value of item(s).

**17. GUESTS**

Overnight guests are discouraged but may stay with the explicit consent of Landlord and all roommates. Extended or excessive number of stays is not permitted. A guest fee may be charged. Guests must be the same sex as the other residents and must abide by the BYU-Idaho Honor Code and Apartment Living Standards.

**18. DISPUTE SETTLEMENT AND MEDIATION**

Landlord and Student agree to work together in good faith toward the resolution of any dispute arising out of or related to this Contract. In the event Landlord and Student are unable to resolve a dispute, Landlord and Student both agree to participate in at least one formal mediation session provided at no cost by BYU-Idaho, through a University-designated mediator, before pursuing any other remedies generally available at law. Unpaid rents are not subject to this mediation requirement unless rent was not paid because Student disputes the validity of the Contract.

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

Student Signature	Date	Landlord Signature	Date
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