Brigham Young University-Idaho Student Landlord Housing Contract

Property Name:	Website:
Address:	
Phone Number:	Fax Number:
Alternate Phone Number:	E-mail:

Student's Name:			BYU-I E-mail:
Home Address:			
City:	State:	Zip:	Cell Phone#:
Occupancy Dates	Occupancy Start:		Occupancy End:
Apartment Number:			

1. ELIGIBILITY FOR APROVED HOUSING:

To be eligible to live in approved housing, an individual must be an admitted, degree-seeking BYU-Idaho student, and in good standing with the university.

The following are **not** eligible to live in approved housing and must seek alternate accommodation in the community:

- Non BYU-Idaho students
- New students prior to the designated move-in date of their first assigned semester
- Non-degree seeking, Pathway, and concurrent enrollment students
- Students who are married, divorced, widowed, or students 26 years of age or older without an exception
- Students who lose their student status or good standing (e.g. through academic performance, university suspension, no-show)
- Students who have graduated, or post-Baccalaureate students who are taking classes after graduation
- Students who have been criminally convicted of a sexual offense or are required to register as a sex offender

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 Contract. By signing this contract, I certify that I am eligible to live in BYU-Idaho Approved Housing and understand that any misrepresentation or omission on this form is grounds for immediate termination of this Contract and such other legal and equitable remedies as Landlord may pursue.

2. COMPLIANCE WITH APARTMENT LIVING STANDARDS

I agree to comply with all policies, procedures, and standards contained in the BYU-Idaho *Approved Housing Guidebook* including, but not limited to, the Apartment Living Standards. I understand that the *Approved Housing Guidebook* is expressly incorporated into this Contract, and that I am bound by its terms in addition to the terms of this Contract.

I understand that firearms and weapons are strictly prohibited and cannot be stored anywhere on the premises of an approved housing property, including but not limited to the apartment, a parked car, or an on-site manager's private residence. I also understand and agree to demonstrate respect for roommates in my conduct and adhere to visitation restrictions of the opposite sex. I understand that students are expected to encourage and help guests and other residents understand and maintain the Apartment Living Standards, and I agree to do so.

I understand that violation of any policy or standard found in the *Approved Housing Guidebook* may be sufficient cause for termination of the Contract and eviction.

3. HOUSING COSTS:

Processing Fee (non-refundable)	$
Security Deposit (refundable)	$
Rent	$
Parking (if applicable)	$
	$

The below costs are associated with student choice. Whether by action or inaction the following charges may be assessed. Refer to the addendum for details regarding each fee.

	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
Total	**$**

3.1 PAYMENT SCHEDULE

Payment plan fee (if applicable) $_____. ☐ Monthly ☐ One Time Fee

Date				
Amount	**$**	**$**	**$**	**$**

4. PAYMENT OBLIGATION

I understand and agree:

- To assume full legal obligation for payment according to the terms of this Contract.
- To pay late fees in the amount of $_____ if monies due are not paid within 5 days of the due date.
- That late payments shall be subject to interest at _____% per annum on any past due (unpaid after 30 days of the date due) accounts.
- That overdue and unpaid amounts may also be subject to collection costs, including reasonable attorney's fees, which shall be the responsibility of Student.

I understand and agree that my payment obligation under this Contract shall continue notwithstanding any of the following:

a) I move out before the end of the contract;
b) I voluntarily defer or withdraw from BYU-Idaho;
c) I am required to leave BYU-Idaho for violation of the Honor Code, through withdrawal of ecclesiastical endorsement, for Academic Suspension, or for any other form of University-imposed ban, suspension, or dismissal.

I further understand that in all such cases, I am not entitled to a refund of any monies I may have already paid. (Please refer to **section 8** for transfer and cancellation terms.)

5. SECURITY DEPOSIT

Both Student and Landlord understand and agree that:

- The security deposit may only be used to pay for late or unpaid rent, penalties and interest, costs of collection, damage to the premises beyond usual wear and tear, or other fees specifically called for under this contract to the extent permitted by Idaho law.
- Damages (beyond normal wear and tear) which exceed the security deposit are collectable by the Landlord to the extent permitted by Idaho law.
- Within **30 days** of the end of the contract, Landlord must provide student with an itemized statement of deductions against the deposit and the deposit balance.
- If the deposit balance and itemization is not **received** within **30 days** (by mail or electronic delivery), the student is entitled to a full refund of the deposit, plus late fees calculated at the same rate applicable to late rent payments under Section 4
    - A Landlord does not forfeit lawful claims against the deposit if the Landlord provides verifiable evidence of reasonable efforts to deliver the deposit balance and itemization through available contact methods, including mail, email, phone, or other last known contact information provided by the

Student or the University.

- If upon receipt, a student objects to the itemization or amount of the returned deposit, the student may submit a written objection to Landlord within 30 days. If no written objection is submitted to Landlord within 30 days of receipt of the itemization student forfeits any claim to the deducted funds.
- Landlord may not assess additional fees, for any reason, after the 30-day window.

6. 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:

6.1 STUDENT OBLIGATIONS

a) I agree to notify Landlord in writing (form, email, text, etc.) within 3 business days of commencing occupancy of any visible defects, damage, hazards, unclean/unsanitary, or other concerns or objections regarding the condition of the apartment/unit. If I do not, I will be deemed to have accepted the apartment/unit as being move-in ready, in good order, and reasonably clean at the time of occupancy;
b) I agree to maintain property in a reasonably clean and safe condition with no unauthorized alterations of any kind;
c) I agree to use reasonable care in consumption of utilities and services;
d) I agree 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) I agree to be responsible for damages caused by me or my guests which are beyond reasonable wear and tear;
f) I agree to promptly notify Landlord in writing of maintenance concerns, damages or needed repairs;
g) I agree not to suffer, permit, or maintain any nuisance or any health or safety hazard on the premises;
h) I agree to learn the parking guidelines and requirements of the housing property before moving in and to abide by them;
i) I agree to notify my Landlord if I learn of or witness any illegal activity occurring in my apartment;
j) I agree that any information I share with my Landlord regarding violations of CES Honor Code or Apartment Living Standards may be shared with BYU-Idaho;
k) I agree not to bully, harass, or retaliate against other Residents or Landlord for any reason;
l) I agree to provide Landlord with accurate and up-to-date contact information, including a forwarding address, and understand that failure to do so may result in the inability to receive communications, notices, or other information from the Landlord.

6.2 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, whether on its website or in other written or verbal communications;
b) Landlord agrees to maintain the property in compliance with all applicable laws, ordinances, and regulations, and in accordance with the BYU-Idaho standards and requirements;
c) Landlord agrees to provide furnishings, fixtures, 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.
g) Landlord agrees not to unjustly evict residents; (see section 7)
h) Landlord agrees not to bully, harass, or retaliate against tenants for any reason.

7. 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 may be entitled to a refund, up to the full amount of all monies paid under this Contract. The exact amount of the refund will depend on factors such as the nature, timing, and severity of the breach.

“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.
- Violations of the CES Honor Code that result in a loss of good standing or violations of 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 of or threatens physical harm against another.
- Student or Landlord suffering, permitting, or maintaining any nuisance or any health hazard on the premises.
- Student or their guest(s) cause intentional or neglectful damage which exceeds the security deposit.
- Landlord failure to maintain the property in accordance with applicable laws and regulations, or with BYU-Idaho standards and requirements.
- Keeping firearms and weapons on the premises, including but not limited to the apartment, a parked car, or an on-site manager’s private residence.
- Landlord materially misrepresents property condition, history, amenities, availability, or any other relevant consideration to a prospective renter on its website and/or in and verbal or other written communications (such as e-mails, flyers, brochures, social media, etc.).

8. ASSIGNMENT, CANCELLATION, OR TRANSFER OF CONTRACT

8.1 Assignment

a) Within twenty-one (21) days after the later of (i) the Student becoming eligible for University-approved housing and (ii) submission of a completed housing application, the Landlord shall provide written notice: (A) confirming the housing contract; or (B) stating that the Student has been placed on a waitlist and does not have an assigned bed space or contract.

Placement on a waitlist does not constitute a Housing Contract and does not guarantee the availability of housing. A Student who has been placed on a waitlist may withdraw from the waitlist at any time without penalty.

The Landlord shall refund all monies paid by the Student within ten (10) business days after the Student withdraws from the waitlist or the Landlord determines that a Housing Contract will not be available to the Student, whichever occurs first.

b) All room and bed assignments must comply with the guidelines in section 10 of the Approved Housing Guidebook.

8.2 Cancellation or Transfer

a) Up to **61 days** prior to the 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 the Student within 10 business days;

b) Within **60 days** of the contract 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 may find another eligible student as a replacement for his/her contract. When an eligible replacement is provided, meets eligibility requirements, and is approved by Landlord, Landlord shall notify Student in writing of Student's release of obligation and refund the balance of monies paid minus a $_____ transfer fee.
  - If the Student transfers or sells the Contract at a discounted rate, the Student remains responsible for paying the difference between the original Contract amount and the discounted amount.
- If Student is unable to provide an eligible replacement, Landlord may collect for all the obligations contained in this Contract but must make reasonable and verifiable efforts to sell the contract and fill the leased space. These efforts must be commensurate with the efforts made to sell all other available property contracts.

9. 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) The Student suffers an unexpected serious bodily injury or illness that renders the Student unable to continue enrollment at the University, and requires withdrawal from all in-person classes, and necessitates relocation from student housing for medically necessary treatment;

Invocation of this provision requires written certification from a licensed treating medical or mental health provider confirming that:
1. The Student is unable to continue in-person enrollment; **and**
2. Withdrawal from housing is medically required and not elective; **and**
3. The Student requires a higher level of care (such as inpatient, residential, or specialized treatment) that is not reasonably available in Rexburg or through local outpatient services;

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 written notice and supporting documentation to the other party within ten (10) business days of the triggering event, or if student is incapacitated and unable to give notice, as soon thereafter as reasonably practicable and verifiable under the circumstances.

In the event of Student Death, notification by Student's family or the University is sufficient to invoke this provision.

If the Contract is terminated for any of the reasons stated in this section, rent will be prorated from the date of notice, and the Contract will be terminated without penalty or further obligation.

10. LOSS OR FORTEITURE OF APPROVED HOUSING STATUS

10.1 Involuntary Loss of Approved Housing Status

In the event BYU-Idaho revokes or declines to renew Landlord's approved status, the Student will be notified by the university, and this contract shall be void as of the expiration date of Landlord's approved status. Students will have 10 days to vacate the property. Landlord agrees to refund the balance of any prepaid rent and/or deposit monies within 10 days.

10.2 Voluntary Forfeiture of Approved Housing Status

In the event that a Landlord voluntarily forfeits their approved housing status Landlord agrees to:
- Provide a minimum of 120 days (~1 semester) advanced notice to the student
- Refund any prepaid amounts under this contract for semesters beginning after the effective date of the forfeiture.
- Pay applicable fees to Student. (See section 8.2)

This contract shall be void and unenforceable as of the effective date of the forfeiture. If student is not required to live in approved housing and desires to remain in the property after the effective date of the forfeiture, student must sign a new contract with Landlord.

11. TRANSFER OF STUDENT WITHIN THE PROPERTY

The transfer of a student from one unit within the property to another unit within the property other than that which was originally assigned may be made as follows:

11.1 Transfer by Landlord

- The Landlord must contact the Student in writing stating the reason for the transfer.
- A written response from the Student is due seven (7) days after date of correspondence.
- If no reasonable justification for denying the reassignment is given, or no timely response is provided, consent is deemed to have been given.

Notwithstanding the above, Landlord reserves the right to consolidate within the property during times of low occupancy, planned renovations or repairs, or other building closures. A minimum of 14 days' written notice is required unless extenuating circumstances or emergency prevents such notice.

11.2 Transfer Requested by Student

- To initiate a transfer request, Student must contact the Landlord in writing stating the reason for the transfer request;
- Landlord must respond within seven (7) days after date of correspondence either allowing the transfer or stating a reasonable explanation for denying the request.

12. RIGHTS OF POSSESSION, PRIVACY, AND ENTRY

Landlord or its representatives may only enter an apartment or room without consent in the case of an emergency which threatens life or property. In all other cases, including but not limited to clean checks, inspections, maintenance, repairs, to ensure compliance with the CES Honor Code, or to show apartment to prospective tenants, Landlord or their representatives may enter an apartment or room only after:

- Consent from at least one of the residents is given; **OR**
- Giving a minimum of 12-hours, but no more than 5 business days, advance written notice stating the intent to enter; and in all instances,
- Knocking, clearly identifying themselves, and giving a reasonable time for response on **all** closed doors (bedrooms, bathrooms, etc.) prior to entering.

In all non-emergency situations, access to apartments must happen during a reasonable time of day.

13. ABANDONED PROPERTY

Upon termination or expiration of this Contract:

- Student shall remove all Student's and Student's guest's property and immediately vacate the premises.
- If any personal or Student's guest's property is left on the premises or in any storage facility then:
  - Landlord shall make reasonable efforts to contact Student concerning the property and permit Student to enter and remove the property.
  - Landlord may assess a maximum handling fee of $100 to remove, store, or dispose of the property, which fee shall be proportionate to the actual expense of removal, storage, or disposal.
  - Justification of abandoned property fee must be included in the itemization provided to Student (See section 5).

Disposal of unclaimed property shall be governed by the applicable provisions of Idaho law.

14. PROTECTION OF PERSONAL PROPERTY

Student waives all claims against Landlord for personal injury and for loss or damage to clothing, valuables, or other personal property (including money), unless such loss or damage is due to Landlord negligence. 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 item(s) at fair market value.

Insurance is encouraged to cover property damage and/or potential personal property losses. At this property, liability coverage (renter's insurance, liability waiver, damage waiver, etc.) is:

☐ Required, with minimum Liability Coverage of $ _____

☐ Not Required

Student may purchase liability coverage from the Landlord **OR** a third-party company of their choice.

While it is the Student's responsibility to carefully review terms and ensure they understand the coverage limits of any insurance product purchased. Damage waivers are not insurance. Consequently, Landlord agrees (1) not to affirmatively represent them as such, (2) to clearly explain to Student that securing any offered or required waiver is not the same as securing an insurance policy, and (3) to clearly and accurately explain the difference between any offered or required waiver and an insurance policy.

15. GUESTS

Overnight guests are generally discouraged but may stay if all of the following conditions are met:

- Landlord and all tenants of the individual apartment/unit consent;
- Overnight guests are the same sex as the other residents;
- Overnight guests comply with the CES Honor Code and Apartment Living Standards

A guest fee of $_____/night may be assessed by the Landlord for extended stays (more than three consecutive nights).

16. 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 agree to participate in at least one formal mediation session provided at no cost by BYU-Idaho, through a university-designated mediator. The obligation to mediate only applies to disputes where:

- The dispute is regarding a current or future contract, AND
- The dispute involves either:
  (a) a monetary amount exceeding $100, OR
  (b) a non-monetary claim or request involving a material condition of the property for which Student seeks maintenance or repair by Landlord;

Mediation may be initiated by submitting a completed Mediation Form to the BYU-Idaho Housing & Student Living Office.

Non-qualifying disputes or unresolved mediations may pursue other remedies. Notwithstanding the forgoing, claims for non-payment of rent are not subject to mediation unless rent was not paid because Student disputes the validity of the Contract.

17. 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.

18. SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid by a final, binding decision of a court of competent jurisdiction, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

I acknowledge that I have read, understand, and agree to all terms of this Contract including any addenda attached hereto and any materials incorporated herein by reference, such as the Approved Housing Guidebook.			
Student Signature	Date	Landlord Signature	Date