

Agreement to Provide BYU-Idaho Approved Housing

Landlord	
Landlord's Legal Name ¹	
Landlord's Address	
Landlord's Telephone	
Landlord's Email	
Property	
Property Name ²	
Physical Address	
Agreement Start Date	September 8, 2023
Agreement Expiration	September 12, 2024

This Agreement to Provide BYU-Idaho Approved Housing ("Agreement") is by and between Brigham Young University - Idaho ("BYU-Idaho") and Landlord and is effective as of the date the last party signs this Agreement (the "Effective Date").

Recitals

WHEREAS, BYU-Idaho is a four year educational institution which offers Associate and Baccalaureate degrees;

WHEREAS, pursuant to policy BYU-Idaho requires all of its single students to live in sex segregated BYU-Idaho approved housing;

WHEREAS, while generally such sex segregated housing is not permitted under state or federal law, it is specifically permitted under Title IX of the Education Amendments of 1972;

WHEREAS, BYU-Idaho does not provide enough on-campus housing to serve all of the needs of its student body, and has thus instituted an Approved Housing program to provide the requisite sex segregated approved housing for its single students;

WHEREAS, to fulfill its programmatic needs BYU-Idaho contracts with Landlords who will provide high-quality off-campus housing subject to the terms and conditions established in this Agreement and those found in its *BYU-Idaho Approved Housing Guidebook*;

WHEREAS, Landlord owns and operates certain rental facilities which are near or adjacent to BYU-Idaho's campus, and desires to participate in BYU-Idaho's Approved Housing program as an approved Landlord;

WHEREAS, Landlord represents that Landlord can and will conform to the requirements of the Approved Housing program

including but not limited to all policies, procedures, conditions, and regulations of approved housing as outlined in the *Approved Housing Guidebook*, and agrees to abide by and enforce BYU-Idaho's Honor Code, Apartment Living Standards, and Dress and Grooming Standards as they currently exist, or from time to time are modified;

NOW THEREFORE in consideration of the terms and conditions found herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Approved Landlord Status.** Landlord has prepared application documents requesting approved Landlord status, and in granting such status BYU-Idaho has relied on the representations made therein. By this Agreement BYU-Idaho grants Landlord "Approved Landlord" status and those properties of the Landlord that have been identified as properties to participate in BYU-Idaho's Approved Housing program are given "approved" status.
2. **Term.** The grant of approved status for both Landlord and any participating property is granted hereunder for a term of one year, which term may not be extended or renewed. Further participation is governed by the award of a new contract by BYU-Idaho.
3. **Landlord Obligations.** Pursuant to the terms and conditions found herein Landlord agrees to provide sex segregated, single student housing pursuant to the policies, procedures, and regulations relating to approved housing as found in the *Approved Housing Guidebook* which are incorporated herein

¹ The Landlord is the property owner, which may be an individual or a company, not a management company or agent of the property owner.

² Any additional approved properties are listed in Exhibit A and incorporated in this Agreement.

by reference and such other policies that BYU- Idaho shall deem relevant for application to such housing (“approved housing”). In addition, Landlord agrees as follows:

A. *Minimum requirements*: Landlord agrees to meet the following minimum requirements:

1. Landlord certifies that Landlord’s properties used for housing BYU-Idaho students meet or exceed all BYU-Idaho standards for approved housing as outlined in the *Approved Housing Guidebook*. Any exceptions to these standards must be detailed in writing, signed by the BYU-Idaho Housing & Student Living director, and attached to this Agreement.
2. Landlord agrees to timely comply with all City of Rexburg ordinances and regulations and will supply documentation establishing compliance to those ordinances and regulations to the BYU-Idaho Housing & Student Living Office.
3. Landlord agrees to provide on-site management and supervision.

B. *General requirements*: Landlord shall:

1. Provide an ecclesiastical endorsement annually for resident managers and spouses and any other on-site employees.
2. Require management (including all on-site, assistant, property, and general managers) to attend all monthly forums and additional training meetings sponsored by the Housing & Student Living Office (see 3-C-2);
3. Ensure that all descriptions, promotions, and advertisements of housing are accurate representations of the current state of the rental facilities and not deceptive in any way.
4. Exercise fairness and demonstrate good faith in all dealings with tenants;
5. Not unlawfully or unjustly evict tenants, or harass or retaliate against tenants for their exercise of rights under the BYU-Idaho Student Landlord Housing Contract, University standards, or Idaho law;
6. Upon reasonable notice and as allowed by law, permit representatives of the City of Rexburg to visit any housing which is leased to any BYU-Idaho student for the purpose of inspection. Permit representatives of the BYU-Idaho Housing & Student Living Office to have access to the property and the individual apartments/units as provided in this Agreement and the *Approved Housing Guidebook*.
7. Apply to the Housing & Student Living Office for any change in approved housing status, such as: change of ownership, changes in gender designation for that housing, changes in contact/directory information, property name change, etc. Landlord shall notify BYU-Idaho in writing of on-site management changes or when a decision is made to transfer out of the approved housing market.

C. *Management/supervision*: Landlord agrees to provide on-site management and supervision as outlined in the *Approved Housing Guidebook*. Management personnel and supervisors must:

1. Live the BYU-Idaho Honor Code in an exemplary fashion;
2. Attend and actively participate in all monthly forums and other required training meetings sponsored by the Housing & Student Living Office; complete “New Manager Training” within the first three months of service as a new manager; and participate in the annual Housing & Student Living Conference.
3. Encourage tenants to live the Honor Code, abide the principles of Student Living, and keep the Apartment Living Standards at all times;
4. Work with the Housing & Student Living Office and Student Honor Office to address student concerns and violations as they arise;
5. Promptly respond to any tenant complaints concerning any problems with the facilities, the physical condition standards set forth in the *Approved Housing Guidebook*, or any other obligation found under this or any other agreement, including the standard BYU-Idaho Student Landlord Housing Contract;
6. Work fairly with the Housing & Student Living Office and the City of Rexburg to timely remedy violations of approved housing requirements, physical condition standards, and/or local ordinances.
7. Comply with all other applicable laws, rules, regulations, university policies and procedures, and contractual provisions.

D. *Rental Agreements*:

1. Landlord agrees to exclusively use the standard BYU-Idaho Student Landlord Housing Contract and an approved addendum for all student rental contract periods;
2. Any addendum to the BYU-Idaho Student Landlord Housing Contract must be reviewed and approved by the BYU-Idaho Housing & Student Living Office. Once approved, subsequent changes to an addendum may not be incorporated into the Contract until approval is granted in writing by the Housing & Student Living Office. Only an approved addendum may be used in the BYU-Idaho Student Landlord Housing Contract. The addendum cannot change, amend or otherwise alter any of the terms of the BYU-Idaho Student Landlord Housing Contract, nor may it supersede the Contract.
3. Landlord agrees to allow students to occupy apartments according to semester dates as established by BYU-Idaho;
4. Landlord recognizes that it has the sole obligation to collect rents and fees.

E. *Landlord duties*: In addition to the minimum and general requirements of the Landlord, the Landlord also specifically agrees to the following duties:

1. Maintain BYU-Idaho Apartment Living Standards as set forth in the *Approved Housing Guidebook*, and inform tenants of these standards, pursue compliance, and make a report to the University when notice is received of any suspected violation.
2. Rent student approved facilities only to tenants who are eligible single students as defined in the *Approved Housing Guidebook* under “Qualifications for Living in Approved Housing” and remove any tenant not meeting said definitions upon notice given to Landlord or the Landlord’s agent.
3. Work in good faith with tenant(s) toward the resolution of any dispute covered by the BYU-Idaho Student Landlord Housing Contract. In the event Landlord and tenant(s) are unable to resolve a dispute, Landlord agrees to participate in at least one formal mediation session provided at no cost by the university, through a University-designated mediator, before pursuing any 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.
4. When a student wishes to sell his/her contract after the cancellation deadline, Landlord 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.
4. **Termination**. Landlord’s violation or breach of this Agreement, violation of any provision of the *Approved Housing Guidebook*, or any failure to maintain continual compliance with all city, state, and federal laws shall constitute sufficient cause for withdrawal of approved status and termination of this Agreement, at the sole discretion of BYU-Idaho. The process for withdrawing University approval will be followed as delineated in the *Approved Housing Guidebook*.
5. **Annual Review**. No later than December 31 of the calendar year for which this Agreement is effective, Landlord agrees to permit and coordinate an inspection of the approved property in order to verify compliance with the terms and conditions of this Agreement and with BYU-Idaho’s Approved Housing program. An inspection of the property will include an assessment of the physical condition of the premises and dwelling units according to the Approved Housing Uniform Physical Condition Standards outlined in the *Approved Housing Guidebook*. Failure to provide access for an annual inspection is a material breach of this Agreement, and BYU-Idaho may immediately revoke approved status and terminate this Agreement.

6. **Miscellaneous Provisions**.

A. Indemnification

1. Indemnification by BYU-Idaho. In the event that any entity brings a claim (including any administrative action)

against Landlord due to Landlord’s obligation to abide by any policy, rule, process, or procedure required by this Agreement that is an extension of BYU-Idaho’s religious tenets, such as the Church Educational System Honor Code and the Dress and Grooming Standards, including the policies, procedures, and regulations relating to approved housing as found in the *Approved Housing Guidebook* which are incorporated herein by reference, BYU-Idaho shall indemnify, hold harmless and defend Landlord against any and all such claims. This indemnification survives the end of this Agreement. This indemnification does not include any claims as against Landlord due to a negligent or willful violation of any state, local, or national law not required by this Agreement.

2. Indemnification by Landlord. Landlord must indemnify, hold harmless, and defend BYU-Idaho, its officers, employees, volunteers, and agents from and against any and all claims and causes of action arising out of or relating to Landlord’s negligence, violation of law, or willful misconduct in connection with Landlord’s rental of the Approved Properties.

B. Assignments. No party may assign, contract, grant a license, or otherwise transfer any or all of the rights or obligations arising under this Agreement without the prior written consent of the other party. Any such purported assignment, contract, license, or transfer without such prior written consent shall be null and void and shall constitute grounds for termination of this Agreement.

C. Attorney’s Fees. In the event that any party hereto shall be found in default or breach of this Agreement by a court of competent jurisdiction, said party shall be liable to pay all reasonable attorney’s fees, court costs, and other related collection costs and expenses incurred by this non-defaulting or non-breaching party in prosecuting its rights hereunder.

D. Waiver. A waiver by any party of any provision hereof, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof.

E. Governing Law. This Agreement, and all matters relating hereto, including any matter or dispute arising out of the Agreement, shall be interpreted, governed, and enforced according to the laws of the State of Idaho, and the parties hereto consent to the jurisdiction of any appropriate court in the State of Idaho to resolve such disputes.

F. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties unless they are agreed to in writing by both parties.

G. Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, 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.

Agreement to Provide BYU-Idaho Approved Housing

Landlord

BYU-Idaho

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Landlord _____

Approved Property 1 Name _____

Approved Property 1 Address _____

Approved Property 2 Name _____

Approved Property 2 Address _____

Approved Property 3 Name _____

Approved Property 3 Address _____

Approved Property 4 Name _____

Approved Property 4 Address _____

Approved Property 5 Name _____

Approved Property 5 Address _____