

**Placement Preferences:** Student has the option of placing themselves in the rental office on a first come, first served basis according to current placing priorities. Inquire in the office for details. If Student chooses not to or is unable to place themselves, Landlord will try to accommodate their placement preferences. Bedrooms are not assigned, and are occupied on a first come, first serve basis. The bedrooms are not identical in size, shape, or orientation. Landlord reserves the right to move or place Student in any opening available. Landlord cannot guarantee a specific apartment or the “perfect” roommates, even if you are currently living at the property.

**RENTAL DEPOSIT TRANSFER:** If you are a current resident and wish to transfer your Rental Deposit, please read and sign the following. If you do not sign below to transfer your Rental Deposit, you will be required to pay a new Rental Deposit.

**I request that my Rental Deposit be transferred from my current rental period to the rental periods marked above. I understand and agree to the following requirements:** (a) This Rental Deposit Transfer is subject to all the Terms and Conditions of the BYU-Idaho Student-Landlord Rental Contract and represents payments for the Rental Deposit. (b) I understand that all balances owed from previous contracts will be paid in full before any payments will be applied to current and/or future contracts. (c) If I do not keep the above requirements, my BYU- Idaho Student-Landlord Rental Contact may be terminated by the Landlord subject to the Terms and Conditions of the BYU-Idaho Student-Landlord Rental Contact.

**CHECKING IN & DELAYED POSSESSION:**

All Students must officially check in through the rental office before taking occupancy of the apartment. Specific apartment assignments are not final until Student takes 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.

**RENTAL ACCOMMODATIONS:**

An apartment is rented on a per person, per rental space basis. The Landlord may lease all the vacant spaces in the apartment and/or provide replacement Students. If for self-interest, Students discourage another Student from moving in, the Students living in the apartment will be responsible for the rental charge of that space. The Landlord may consolidate Students within and require that Students who pay for a shared bedroom, occupy a shared bedroom.

**TERM OF CONTRACT:**

The term of this rental contract shall begin on the school designated move in day of the semester selected via the Aspen Village website and end the last day of the selected semester

If payment or financial aide award letter is not received by a week before the contract begins the contract will change to monthly payments and a \$46.75 charge will be incurred. If financial aide is being used, the award letter must indicate the student will be receiving an adequate amount to meet the terms of their contract and full payment will be due the first week of Fall Semester.

**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, preferably on a Check-in Inventory Form, 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 damage by the elements accepted.

**REPAIRS AND MAINTENANCE:**

The Landlord agrees to maintain, at Landlords expense, both the interior and exterior of the property and any provided furnishings or appliances in safe, reasonably clean, and operable condition and comply with all applicable state, county city laws and the most recent edition of the BYU-I Minimum Specifications for approved 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. When there are no critical problems on the property or a complaint about a failure of the facilities to comply with the BYU-I 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 unless the Landlord can justify refusing to correct the problem. The Student will notify the Landlord immediately when maintenance repairs are needed. The cost of repair or replacement of items damaged by the Student or the Student's guest will be **\$20.00** per hour plus the cost of parts and contracted labor.

**TERMS AND CONDITIONS OF 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. No modifications of the Agreement may be made, however, by interlineations or modifications of any provision of this Agreement. This Agreement, including terms and conditions on other pages, the addenda, house rules, or procedures attached or added that conflict with or supersede any part of the Required Clauses of the BYU-I Off-Campus Housing program are invalid and unenforceable. In addition, written addenda and house rules that are unlawful, oppressive, unreasonable, or inequitable shall not be enforced in arbitration or by any court.

**USE OF THE FACILITIES:**

(a) Use of the Landlord's Facilities is for the enjoyment of the Students. Students may use the facilities at their own risk and will not hold the

Landlord responsible for any damages, accident, or injury resulting from the use of the facilities unless the same is due to the negligence of the Landlord. Misuse of the facilities may be cause for eviction and the Student may be charged for the cost of damages and/or clean up; (b) The student(s) reserving the common areas for activities and meetings is responsible for cost of cleaning or to repairs damages caused by themselves or by their guests. Reservations must be made through the rental office.

**FURNITURE PROVIDED:**

Each Student must bring a mattress cover or pad for their twin bed. The Student must provide their own dishes, entertainment equipment, pots and pans, and personal linens. All furniture is to remain inside of the apartment at all times. If the Student requires special furniture, the Student must provide it. Waterbeds and water filled furniture require an insurance policy to cover potential damages.

#### **TRANSFER OF STUDENTS & INTERCOMPLEX MOVES:**

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 purpose of consolidating students or other justifiable reason. Students may not move to another apartment without prior written permission of the Landlord. The Student will be liable for any and all damages, cost or fees that may result from their unauthorized move. Damages are not limited to the Landlord, but also to other Students affected by the unauthorized move. It is the responsibility of the Student to know their assigned apartments, If Student leaves prior to end of tenancy or is not occupying the apartment and if requested by an existing Student to occupy the space, the Landlord may assign the Student's space to another equally suitable apartment within the property. Any subsequent move does not remove Landlord's obligation to mitigate damages as required by law.

#### **MISCELLANEOUS STUDENT OBLIGATIONS:**

The Student agrees to:

- (a) Use the property as his or her personal residence and to comply with all applicable city, county, and state laws in use of the property.
- (b) Maintain the interior of the property in a clean and safe condition, and not make alterations or cause to be made, to the property or its contents without first obtaining the written consent of the Landlord.
- (c) Keep water heater and heater/furnace areas clean and clear of flammable and other hazardous materials.
- (d) Not use or keep gasoline, other explosive substances, or hazardous materials in the apartment or inappropriately on the premises.
- (e) Not to barbecue in the apartments, on the balconies and walkways, or near the buildings.
- (f) Use reasonable care in consumption of utilities and services furnished by the Landlord.
- (g) Avoid unreasonable noise or other disruption of the privacy and peaceful enjoyment of premises by the Landlord and other students or recklessly endanger human life (self included).
- (h) Be responsible for any damages to the property beyond reasonable wear and tear by the Student, or persons invited on the property by the Student.

1. The Student agrees to notify the Landlord in writing about any needed repairs or violations of the Honor Code or Compliance with Apartment Living Standards with other Students or residents.

#### **KEYS:**

Absolutely no duplicates of keys will be accepted. There is a **\$5.00** charge for each replacement key, **\$35.00** for replacement of the lock. No refunds of the replacement charge will be made if the key is found after the replacement lock has been installed or checkout has been completed. **\$35.00** will be charged if Student tampers with the lock. Any locks for bedroom doors must be approved and installed by Landlord. Student is required to pay the cost of installation.

#### **FIREARMS, WEAPONS, AND EXPLOSIVES:**

Neither the Student nor the Landlord or its agents, if residing at the same rental property as the Student, may store keep, or maintain on the premises any firearm, explosives, fireworks, or dangerous weapons, including knives (except reasonable cutlery), paintball guns, or other items which in their intended use, are capable of inflicting serious personal injury.

**HAZARDOUS MATERIALS:**

No mechanical work on autos, etc. is allowed on the premises, and no oil, chemicals, or other hazardous waste(s) are to be disposed of in the Landlord's waste containers or anywhere on the premises. Student will be subject to fines issued by government agencies, and will pay for any clean up and disposal of the above listed materials.

**PETS:**

No animals or pet shall be kept on the premises.

**MONTHLY CLEANING INSPECTIONS:**

The Landlord will conduct monthly cleaning inspections. If Student does not pass the cleaning inspection, a **\$5.00** recheck fee may be charged. If Student does not pass the recheck, the cleaning will be done and Student will be charged up to **\$30.00** per job assigned. All specific rules associated with a cleaning inspection will be outlined in the cleaning check packet. Student is responsible to obtain a cleaning check packet from the office, and is responsible to become familiar with all applicable charges and rules.

**MOTORCYCLES, SCOOTERS, AND BICYCLES:**

All Students with motorcycles, scooters, and bicycles must have a bike permit issued by the Landlord. Bike permits are free. Motorcycles and Scooters must be parked in spaces designated for motorcycles or may be towed, booted, and/or fined at the vehicle owner's expense. Due to Safety hazards, no bicycles are allowed on the walkways or in hallways. The Landlord is not responsible for stolen bicycles.

**PARKING PERMITS:**

The Student acknowledges that parking spaces on the Landlord's premises are limited. Landlord does not guarantee, as part of this agreement, to furnish auto parking beyond that which is presently available on Landlord's property. The rental property does not provide a parking space for every Student. Landlord shall not be liable to Student if a parking space is not available for any reason. Only one motor vehicle and permit is allowed on the premises per Student as long as space allows. The Landlord may ask for Proof of ownership at any time. All Students with motor vehicles must have a current parking permit issued by the Landlord visibly displayed. The Student is responsible for all rules included in the Parking Permit Application. Having a parking permit does not guarantee the student a parking space. The Student agrees that the Landlord may refuse to allow the Student to park on the premises. The parking permit is non-transferable to a substitute Student during a contract sale. Any car parked on the premises illegally, i.e. in red zones, fire lanes, not parked in a parking stall between two yellow lines or without a current parking permit may be towed, booted, and /or fined at the vehicle owner's expense. The Landlord does not provide parking for trailers, boats and/or recreational vehicles. Guest parking is available in all parking lots. You are not allowed to park in the circle parking lot if you do you will be fined **\$50.00** each time you do as well as towed/booted at your expense.

**CHECK-OUT:**

At the end of tenancy or occupancy, whichever is sooner, the Landlord and the Student shall jointly inspect the facilities and make settlement of the apartment condition. Student shall be responsible to inform the Landlord of any damages not readily apparent. In order to properly check out, all Student's belongings must be completely removed, the check out form must be filled out, cleaning completed, and keys returned to the resident services representative. Failure to vacate the premises by the contracted date of termination will result in a **\$35.00** charge and applicable damages charged to the Student. If Student does not pass the check out cleaning inspection, the Student will be charged up to **\$50.00** per job assigned. All Specific rules and fees associated with a check-out will be outlined in

the check-out packet and check-out form. Student is responsible to obtain a check-out packet from the office, and is responsible to become familiar with all applicable charges and rules. The Landlord shall be responsible to store nonperishable items left in the apartment for no more than 30 days.

**In the event of any conflict between any oral agreement and the terms of this Addendum B, the latter shall govern. I have read, understand and agree to the terms and conditions of this rental agreement. In case of discrepancies, this contract overrides all other Aspen Village advertisement, publications, web sites and oral agreements.**