

2. PAYMENT OBLIGATION:

The undersigned agrees (A) to assume full, legal obligation for payment according to the terms of this Contract, (B) to pay late fees in the amount of \$25.00, if not paid within 5 days of the first of each month that rent is due, and interest at 20% per annum on any past-due (unpaid after 30 days of the date due) accounts, (C) to pay all costs of collection including reasonable attorney's fees, and (D) submit to mediation and arbitration all disputes concerning payment. Amounts under \$250 are subject to mediation, but are not eligible for arbitration. (The failure to abide by the arbitration ruling may result in the student losing eligibility to continue as a student.)

3. DEPOSIT/APPLICATION FEES:

The payment of \$150.00 serves as a security deposit and may include a non-refundable portion as stated above in paragraph 1. Those items which may be expensed against the deposit include: late or unpaid rent, penalties and interest, costs of collection, damage to the premises beyond usual wear and tear, any fees called for under this Contract including cancellation fees, liquidated damages for cancellation of this Contract as provided for in paragraph 4 below, and such additional charges as are found in the university-approved addenda. All tenants will be given a signed, itemization of deduction, along with the deposit balance within 30 days following termination of tenancy. In order to expedite return of the deposit, student should provide manager with mailing address and/or self-addressed, stamped envelope. Any objection to the itemization and returned deposit must be submitted in writing to the landlord within 90 days or all claims are waived. Unresolved issues concerning the deposit return shall be subject to mediate/arbitration.

4. CANCELLATION/TERMINATION OF CONTRACT:

(All notifications must be submitted in writing, to the last known address. Refunds provided herein will be received within 30 days, after notice is provided.) PRIOR TO COMMENCEMENT DATE: (A) Either party may cancel this Contract up to 61 days prior to occupancy beginning by written notice and a \$150.00 fee. (B) Individuals who have entered into this Contract anticipating admission to BYU-I who are ultimately not admitted shall be refunded all monies paid, including the full security deposit upon prompt notification that their admission was denied. (C) New students may not contract for a semester prior to their admissions track; if a Contract is for a period outside of an admission track, the Contract shall be rolled to and valid for the next admitted semester. (D) This Contract may not be cancelled less than 60 days prior to semester occupancy, unless such cancellation is consented to by both parties hereto. A breach of this Contract by the student failing to take possession leaves the student with the full obligations found herein unless the student can provide a suitable replacement approved by the Landlord, which approval cannot be unreasonably withheld. If a suitable replacement is agreed upon, the Landlord will provide the student in writing a release-of-obligation. If the student seeks cancellation less than 60 days before the date of occupancy as stated above, Landlord may collect for all the obligations contained in this Contract but must demonstrate commercially reasonable efforts to mitigate damages by filling the leased space.

TERMINATION BY STUDENT:

(A) Students moving from this approved housing (including those evicted for violation of any provision of this agreement, including for university disciplinary reasons), but continuing as students, are obligated to fulfill the terms of the contract including full-payment (unless an acceptable substitute can be arranged as stated above) and may forfeit the security deposit. (B) Students withdrawing from BYU-I are under full obligation of this agreement including full payment (unless an acceptable substitute can be arranged as stated above) and may forfeit security deposit monies. This includes those asked to leave by the University for disciplinary or academic reasons. (C) In the following cases, the student may terminate this Contract without penalty, or further obligation: (1) Death of student, (2) Unforeseeable and unexpected catastrophic loss or serious illness, (3) Called into active military duty. In such instances prompt notification must be given the landlord and where reasonable appropriate verification provided. All rent will be prorated from the date of notice.

TERMINATION BY LANDLORD:

In any of the following instances the landlord may elect to terminate this contract, re-enter, and take possession of the premises after notification as per Idaho law: (A) failure of student to make any payment under this Contract when due; (B) when cost of damages caused by student or any guests of the student exceeds the amount of the student's security deposit; © when student causes any material, substantial, or continuing breach of this Contract; (D) when student violates the Apartment Living Standards; (E) when the student is not or fails to maintain eligibility to live in BYU-I Approved Housing (See Certificate of Student Status above); (F) when 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, intentionally damages, defaces or destroys the property of or threatens physical harm against other students, the landlord; or (G) when student suffers, permits, or maintains any nuisance, or any health or safety hazard on the premises. Student agrees to cover all costs of eviction, including legal penalties provided by law and attorney's fees, if there is failure to comply with any legal notices of eviction or court order.

UNIVERSITY TERMINATION OF APPROVED HOUSING:

Upon five days written notice to the landlord, student may terminate this Contract at any time Aspen Village does not have BYU-I approved status. The landlord agrees to remit within five days of the date of the written notice the balance of any prepaid rental and/or deposit monies to any students electing to terminate this Contract. The landlord may only pro-rate rents and amounts expensed against the deposit according to the Deposit/Application section above.

TRANSFER OF STUDENTS:

Landlord reserves the right to transfer or consolidate students to other than the originally assigned apartment/room. When applicable, the cost of re-connect fees for telephone or Internet service will be paid to student (1) as a credit toward current balance or (2) immediate check if no balance is owed.

5. HOUSING REGULATIONS:

Students, their guests, on-site managers, and other landlord employees are required to conduct themselves in accordance with the BYU-I Honor Code and abide by the BYU- I Student Handbook at www.byui.edu/handbook, and approved addenda/Resident Hall Guidelines, etc. which are incorporated, by reference, as part of this Contract. Failure to comply with the terms of this Contract will be seen as a material breach of this Contract and dealt with accordingly. For purposes of interpretation, all matters found in this Contract shall control over other terms which may be found in the BYU-I Student Handbook, which in turn shall have precedence over any approved addenda which may be attached hereto. No modifications of this Contract may be made by interlineations or other writing unless such other writing is approved by BYU-I's Housing Office.

6. PROTECTION OF PERSONAL PROPERTY:

Students living in approved housing waive all claims against the 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 the landlord. It is recommended that students carry their own renter's insurance to cover personal-property losses.

7. RIGHTS OF POSSESSION, PRIVACY, AND ENTRY:

Student will not be unjustly evicted and neither the Student nor the Landlord will harass or retaliate against the other for any reason. Landlord may not enter the student's apartment without consent of at least one of the residents, or after giving 12-hour's notice, either delivered to the student or posted in a conspicuous place stating an intent to enter. Landlord reserves the right to enter student's apartment or room 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 students. Reasonable notice will be deemed given when repairs are requested by student and Landlord enters at a reasonable time of day and after knocking.

8. GUESTS:

Overnight guests are discouraged and may visit only with written permission of the Landlord. A guest fee may be charged. Guests must be the same gender as the other residents, and must abide by BYU-I Honor Code and Apartment Living Standards.

9. PROPERTY CONDITION:

unreasonable noise or other disruption of peaceful enjoyment of others, (D) be responsible for damages caused by them or guests which is beyond reasonable wear and tear, and (E) to notify landlord of needed repairs or violations of the BYU-I Honor Code or Apartment Living Standards.

LANDLORD OBLIGATION:

Landlord agrees to (A) maintain the property in compliance with all applicable state, county, and city laws and the BYU-I Environmental Specifications (BYU-I Approved-Housing Guidebook, incorporated herein by reference), (B) to provide furnishings or appliances in a safe, reasonably

clean, and operable condition, (C) to respond promptly to emergencies, urgent problems, or repairs of property, and (D) to work with due diligence to correct any problems.

10. ABANDONED PROPERTY:

Upon termination of this Contract, the 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 the Contract is terminated, Landlord may assess a minimum handling fee of \$150 to dispose of the property. Landlord will make reasonable efforts to contact student concerning the property, permit the student to enter and remove the property; but in any event the landlord may dispose of the property by sale or otherwise after thirty days. Money received from disposing of the property may be applied to outstanding amounts due, or offset against the cost of disposal or expense of handling the property.

11. DISPUTE SETTLEMENT/ARBITRATION:

Landlord and student agree that should any dispute arise concerning any matter covered by the Contract and should that dispute not be resolved to both parties' satisfaction the matter shall be submitted to mediation and binding arbitration as contained in the BYU Idaho Student Handbook and at www.byui.edu/housing, All parties agree to mediate in good faith and to abide by any decision rendered by the Arbitration board, including any monetary award made.