

4. CANCELLATION/TRANSFER OF CONTRACT PRIOR TO OCCUPANCY

START DATE: (A) Up to 61 days prior to contract occupancy start date: Either party may cancel this Contract by written notice and a \$100 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 a suitable replacement for his/her Contract. When a suitable replacement is provided (acknowledgment of suitability cannot unreasonably be withheld), Landlord will notify Student in writing of Student's release of obligation and refund any monies paid minus a \$100 transfer fee. If Student is unable to provide a suitable replacement, Landlord may collect for all the obligations contained in this Contract but must demonstrate commercially reasonable efforts by attempting to fill the leased space; (C) New students may not contract for a semester prior to their assigned track.

5. BREACH OF CONTRACT BY STUDENT: Student may be in breach of Contract for the following reasons: (A) Student voluntarily withdrawing from BYU-Idaho during a semester; (B) Student is required to leave University for violation of the Honor Code, Academic Suspension, or when Student fails to maintain eligibility to live in student-approved housing. (Students who have lost their eligibility cannot continue living in student housing. See "Eligibility for Approved Housing."); (C) Student fails to make any payment under this contract when due; (D) When cost of damages caused by Student or any guests of Student exceeds the amount of the security deposit; (E) When Student violates the Apartment Living Standards; (F) When Student conduct interferes with other residents' rights to peaceful enjoyment of the premises, recklessly endangers human life including self, or damages, defaces, or destroys the property of or threatens physical harm against other students or 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. Student is under full obligation of this agreement including payment in full unless a suitable replacement can be found as stated in section 4(B).

6. BREACH OF CONTRACT BY LANDLORD: Landlord may be in breach of Contract for the following reasons: (A) Landlord fails to maintain property according to BYU-Idaho requirements as stated in the *Approved Housing Guidebook*; (B) Landlord materially misrepresents property on website and/or in written information such as e-mails, flyers, brochures, etc.; or (C) Landlord suffers, permits, or maintains any nuisance or any health or safety hazard on the premises. Landlord agrees to release Student from this Contract and cover moving costs.

7. TERMINATION OF CONTRACT AFTER OCCUPANCY START DATE: If there is no breach of Contract by either Student or Landlord as indicated above, this Contract may be terminated for the following reasons upon the agreement of both parties: (1) Unforeseeable and unexpected catastrophic event or serious illness; or (2) Student called into active military duty. In such instances, appropriate verification must be promptly provided to the Landlord. In the event of the death of a Student, Landlord will be notified by family and/or the University. For all reasons stated above, rent will be prorated from the date of notice and the Contract will be terminated without penalty or further obligation.

8. UNIVERSITY TERMINATION OF APPROVED HOUSING: When BYU-Idaho notifies Landlord that the approved housing status of his/her property has been revoked, Student may terminate Contract by written notice within five days. Landlord agrees to remit within five 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.

9. TRANSFER OF STUDENT WITHIN THE PROPERTY; LANDLORD: A request for transfer to an apartment/room other than the original assignment may be made by Landlord using the following process: (A) Contact the Student in writing, to the best known address, the reason for the transfer; (B) A written response is due seven days after date of correspondence; (C) 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. **STUDENT:** A request for transfer to an apartment/room other than the original assignment may be made by Student using the following process: (A) Contact the Landlord in writing stating the reason for the transfer; (B) Landlord will respond within seven days after date of correspondence either allowing the transfer or stating a reasonable explanation for denying the request.

10. HOUSING REGULATIONS: Student, his/her guests, on-site managers, and other employees of the property are required to abide by the BYU-Idaho Honor Code, Apartment Living Standards, and the approved addendum which are incorporated by reference as part of this Contract. Student agrees to notify Landlord of violations of the BYU-Idaho Honor Code or Apartment Living Standards. Failure to comply with the terms of this Contract will be seen as a material breach of this Contract and dealt with accordingly. No modifications of this Contract may be made by interlineations or other writing unless such other writing is approved by the BYU-Idaho Housing & Student Living Office.

11. 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 either delivered to Student or posted in a conspicuous place 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.

12. PROPERTY CONDITION:
STUDENT OBLIGATION: Student accepts the premises as being in good order and reasonably clean unless otherwise indicated in writing to Landlord within 48 hours of commencing occupancy. Student agrees to: (A) maintain property in a reasonably clean and safe condition with no alterations of any kind; (B) use reasonable care in consumption of utilities and services; (C) avoid unreasonable noise or other disruption of peaceful enjoyment of others; (D) be responsible for damages caused by him/her or guests which are beyond reasonable wear and tear; and (E) promptly notify Landlord in writing of maintenance concerns or needed repairs.

LANDLORD OBLIGATION: Landlord agrees to: (A) maintain the property in compliance with all applicable state, county, and city laws and codes and the BYU-Idaho Uniform Physical Condition Standards as stated in the *Approved Housing Guidebook*; (B) provide furnishings and appliances in a safe, clean, and operable condition; (C) respond promptly to emergencies and maintenance requests; and (D) work with due diligence to correct any problems.

13. 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 \$150 to dispose of the property. Landlord will make reasonable efforts to contact Student concerning the property and permit Student to enter and remove the property. Landlord may dispose of the property by sale or otherwise after 30 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.

14. 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 current Student without permission of Student will reimburse Student for fair market value of item(s).

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

16. DISPUTE SETTLEMENT/ARBITRATION: Landlord and Student agree to work in good faith toward the resolution of any dispute covered by this Contract. Unresolved disputes may be submitted to binding arbitration outlined in the *Approved Housing Guidebook*. All parties agree to abide by the decision rendered by the arbitration board including any monetary award made.

I acknowledge that I have read and agree with all terms of this Contract including the University-approved addendum incorporated herein by reference.	
Student Signature:	Date:
Landlord Signature:	Date: