

BYU On-Campus Housing & Dining Terms & Conditions (“Terms and Conditions”) Fall-Winter Semesters 2009-2010

1. PROCESSING FEE: A \$50.00 processing fee shall be payable after admission to the university, but prior to selecting a housing space. The processing fee is nonrefundable unless the student does not select a housing space or does not fully complete a Housing & Dining Agreement.

2. RENTAL DEPOSIT: A \$100.00 deposit shall also be payable at the time of the payment of the processing fee. The deposit will be refunded only if the student:

- 1) Cancels the Housing & Dining Agreement before the cancellation deadline as found in paragraph 6 of these Terms and Conditions,
- 2) Does not select a housing space,
- 3) Otherwise does not complete a Housing & Dining Agreement, or
- 4) The University determines the student will not be able to participate in the Foreign Language Student Residence Program or the particular program does not carry.

BYU will apply the rental deposit to any of the following outstanding obligations of the student:

- a) Past due rent owed under the Terms and Conditions of this agreement,
- b) Damage to any part of BYU's housing property done by the student individually or by persons invited on the property by the student beyond reasonable wear and tear,
- c) Other costs provided for in this agreement, and
- d) Cleaning of the housing space, unless reasonably cleaned by the student, reasonable wear and tear excepted.

At the time of termination of the Housing & Dining Agreement, the balance of any deposit or any prepaid rent will within 30 days be deposited in the student's University Account and a written itemization of any deductions from the deposit, and reasons therefore, will be delivered or mailed to the student's last known address, or within 15 days after the student provides the Campus Accommodations Office with the student's new mailing address the balance of the deposit and any explanation concerning any deductions will be mailed to the student. However, if there is damage to BYU's housing property this period shall be extended to 30 days.

3. DELINQUENT PAYMENTS: A late fee of \$20.00 will be charged when an account becomes 10 days past due. Each month that the account is not brought current an additional \$20.00 late fee will be assessed. In addition to assessing late fees, the University reserves the right to place holds on a student's meal plan, class registration, and transcript until the account is cleared.

4. ELIGIBILITY CONDITION: In order to be eligible for housing, the student must be enrolled at Brigham Young University with a minimum of 9 credit hours during a fall or winter semester. Any exceptions to this minimum requirement are left to the sole and unfettered discretion of BYU.

5. HOUSING TERM: The agreement begins and ends at 10:00 a.m. on the dates specified on the agreement.

Limited BYU Housing may be available between summer term and fall semester at a rate of \$15.00 per night. Rental of such spaces is at BYU's discretion and is subject to availability.

Students who have not checked in by the first day of classes may lose their room assignment and may have their agreement cancelled.

6. CANCELLATION DEADLINES: The Housing & Dining Agreement may be cancelled without penalty if the student cancels the earlier of:

- 1) 90 days prior to occupancy,
- 2) Within 10 days of first submitting an agreement for the specified housing term, or
- 3) 5 days prior to first occupancy if the date of room selection is within 10 days of the date of first occupancy.

However, no cancellation right will be afforded to any student who signs a Housing & Dining Agreement as a replacement for a prior student agreement.

7. DINING TERM: The agreement begins at 12:01 a.m. and ends at 11:59 p.m. on the dates specified on the agreement.

8. MEAL PLANS: Meal plans (Open Door, Dining Plus, Cannon Block of Meals, and Diner's Platinum) are not transferable to another individual. Students may change or cancel (if eligible) the meal plan option up to ten days prior to the end of the agreement period. A \$10.00 service fee will be charged for each meal plan change or cancellation if made after the date shown below for each semester:

- Fall Semester 2009 – September 14, 2009
- Winter Semester 2010 – January 15, 2010

Accrued Dining Dollars are forfeited at the end of each agreement period. If a student cancels the meal plan portion of the agreement, any accrued balance will be transferred to the student's Signature Card.

If sufficient Dining Dollars are not available to complete a purchase, the remaining amount will automatically be deducted from the student's Signature Card account. If there are still not sufficient funds to complete the purchase, the remaining balance must be paid. BYU reserves the right to allow the student's meal plan and/or Signature Card account balances to go negative under certain circumstances and to determine the order in which conflicting contracted meal plans will be accessed.

Helaman Halls residents are required to have a meal plan as shown below:

- Fall and Winter Semesters – Dining Plus or Open Door

Residents of Heritage Halls, Wyview Park, and the Foreign Language Student Residence may select any meal plan or choose not to have one.

9a. OPEN DOOR MEAL PLAN: Open Door provides unlimited access to the Cannon Commons. Open Door also provides an allocation of Dining Dollars for each agreement period that may be used at Dining Services locations.

If a student changes from the Open Door meal plan in order to choose a different meal plan option during the agreement period, any remaining Dining Dollars will roll over to the student's Signature Card.

9b. DINING PLUS MEAL PLAN: Dining Plus provides a daily allocation of 11.10 Dining Dollars which students may use to purchase goods and services for themselves and for their guests at Dining Services locations, with the exception of the Creamery on Ninth for residents of Helaman Halls.

Students may accrue up to 100 Dining Dollars, after which the daily allocation is forfeited until the accrued balance falls below 100. If a student changes from Dining Plus to Open Door or Cannon Block of Meals, any accrued balance will be transferred to the student's Signature Card. If a student changes from Dining Plus to Diner's Platinum, any accrued balance will be transferred to Diner's Platinum.

9c. CANNON BLOCK OF MEALS MEAL PLAN: Cannon Block of Meals provides students with a block of meal passes to use throughout the agreement period. One meal pass is used each time the student enters the Cannon Commons. Students may use up to three meal passes per meal period for accompanying guests. There are no Dining Dollars to use in Dining Services locations and there is no carry over of unused meal passes from one agreement period to another. At any time a student may purchase additional meal passes in 25-block increments.

9d. DINER'S PLATINUM MEAL PLAN: Diner's Platinum provides a weekly allocation of 30, 40, or 50 Dining Dollars which students may use to purchase goods and services for themselves and for their guests at Dining Services locations.

Students may accrue up to 100 Dining Dollars, after which the weekly allocation is forfeited until the accrued balance falls below 100. If a student changes from Diner's Platinum to Open Door or Cannon Block of Meals, any accrued balance will be transferred to the student's Signature Card. If a student changes from Diner's Platinum to Dining Plus, any accrued balance will be transferred to Dining Plus.

10. HOUSING/DINING STANDARDS: Students agree to conduct themselves in accordance with the BYU Standards and the Honor Code, and to abide by the published Housing Guidelines at

www.byu.edu/oncampushousing. (BYU Standards, BYU Honor Code, and the Housing Guidelines are incorporated herein by reference). Failure to comply constitutes a material breach of this agreement. BYU reserves the right to amend or formulate new or additional rules and regulations at any time, and will provide the student with reasonable notice of the additions or amendments prior to their becoming effective. The student agrees that changes made in this fashion shall constitute a valid amendment to the Housing & Dining Agreement and the student agrees to comply with any amended or newly formulated rules and regulations when they become effective.

11. RIGHT OF PRIVACY AND INSPECTION: In the case of an emergency which threatens life or property, BYU may enter the housing space assigned to the student without consent, but BYU will use its best efforts to provide notice before entry if practicable. In all other cases, including but not limited to inspections, making repairs, or exhibiting the space, BYU may enter after at least 12 hours' written notice. Such written notice may be given by actual delivery of notice to the student or a roommate or by posting a notice in a conspicuous place stating such intent to enter. BYU may enter the housing space after 12 hours' written notice during reasonable hours and after knocking. Whenever the student requests BYU to make repairs, consent is deemed to have been given to BYU to enter without providing 12 hours' notice, but only to make the requested repairs and only after knocking and at reasonable hours. If the student refuses to allow BYU lawful access, BYU may terminate the student's agreement and/or charge the student for all related damages, if any.

12. TRANSFERS/CONSOLIDATIONS: The University reserves the right to transfer or consolidate students to a location other than the originally assigned or selected housing space.

13. REASSIGNMENT TO ACCOMMODATE A DISABILITY: Students assigned to or who select housing spaces which have been designed to be accessible for students with disabilities may be required by BYU at any time to move to a different room should there be a need to use the housing space to accommodate another student's disability.

14. BUILDING ACCESS: A charge for re-keying will be assessed for all lost keys or keys not returned upon termination of the agreement. BYU identification cards are used for access into Helaman Halls. Identification cards are nontransferable. If a card is lost, the student must immediately deactivate the card thru Route Y.

15. MAINTENANCE: Students shall properly use all furniture, furnishings, appliances, and electrical and plumbing fixtures, and keep them as clean and sanitary as their condition permits. Excluding reasonable wear and tear, the student shall notify BYU and pay for all repairs and replacement caused by the student or the student's invitee's negligence or misuse.

16. PERSONAL PROPERTY: The student's personal property is not covered by any insurance provided by BYU and the student is strongly encouraged to obtain renters insurance. Students living in BYU Housing hereby waive all claims against the University for loss of or damage to clothing, valuables, or other personal property, including money, even if such loss or damage is the result of negligence on the part of the University, its employees, or its agents.

17. RISK OF PERSONAL INJURY: Students agree to release BYU from liability for personal injury to the student or the student's guest, even if such results from the negligence of BYU.

18. NO RIGHT TO ASSIGN OR SUBLET – LIMITED RIGHT TO PROVIDE A SUBSTITUTE TENANT: The Housing & Dining Agreement is between Brigham Young University and the student designated on the face of the agreement. Students may not sell or assign the agreement. Students may submit a Petition for Agreement Release and BYU may in its unfettered discretion decide to accept a replacement.

19. EARLY TERMINATION: Students may terminate BYU Housing and remain in school if:

- a) They marry, in which case they may be released from their agreement seven days prior to the marriage. Students must submit a Petition for Agreement Release prior to termination and a copy of the marriage certificate must be given to the Campus Accommodations Office within 30 days of termination.
- b) They move home with parents who have moved to Utah County during the agreement period. Students must submit a Petition for Agreement Release with verification of the recent move prior to termination.

20. WITHDRAWAL, SUSPENSION, EXPULSION OR DISMISSAL FROM THE UNIVERSITY: Students who are suspended or dismissed, or who choose to withdraw from the University prior to the end of the agreement period, must contact the Discontinuance Office and the Hall Advisor, and submit a Petition for Agreement Release to request a release from the agreement. These students are subject to the following conditions:

- a) Withdrawal, suspension or dismissal from the University is considered a material breach of the agreement requiring the student's immediate removal from BYU Housing and payment of all existing and future obligations under the agreement unless the student's withdrawal is for reasons listed in paragraph 20(b).
- b) A student is charged only for the days of occupancy if withdrawing and receiving a deferral for one of the following reasons: mission, marriage, military, medical reasons, or graduation. The student is responsible for providing appropriate verification of reasons for withdrawal from BYU Housing within 30 days after termination. Refunds due to students because of withdrawal from BYU Housing will be made by check and will be mailed within thirty days from the withdrawal date.
- c) If a student who has signed an agreement withdraws from the university and then returns as a student during the agreement period, the student must fulfill the remainder of the agreement even if the withdrawal reason is within paragraph 20(b).

21. TERMINATION OF BYU HOUSING: In any of the following instances, BYU may declare a material breach of the agreement and elect to terminate the agreement and remove the student from BYU Housing:

- a) Failure of the student to make any payment required under the agreement when due.
- b) The cost of damages caused by negligence of the student or his or her guest(s) exceeds the amount of the deposit.
- c) The student causes material, substantial, or continuing breach of the agreement.
- d) The student violates BYU's Honor Code or the Housing Guidelines. The decision about whether a student has violated BYU's Honor Code or other standards sufficient to be removed from BYU Housing is up to the Office of Residence Life; action taken by any other division of the university including the Honor Code Office does not preclude the Office of Residence Life from determining that there has been a material breach of this agreement.
- e) The student recklessly endangers human life (including his/her own); assaults, threatens, harasses, other students, Hall Advisors, Resident Assistants, or other BYU employees; fails to follow direction given by Residence Life staff to correct inappropriate conduct or violates BYU's Disruptive Student Policy.
- f) The student intentionally damages, defaces, or destroys the property of or threatens physical harm against other students or university employees.
- g) The student suffers, permits, or maintains any nuisance or health or safety hazard in the space provided in BYU Housing.
- h) The student uses the premises for unlawful purposes or contrary to university policy.

If termination is sought by the University, the student will have the obligation for all past and future amounts owed under the agreement.

22. PERSONAL CARE REQUIREMENT: The student must maintain reasonable standards of personal care without requiring the assistance of housing personnel or other residents. Because the University does not provide attendants for students requiring assistance with personal care, such students must arrange for attendant services at their own expense. The University reserves the right to require a student to retain an attendant, if one is warranted by the student's specific circumstances, in order to meet this requirement.

23. ATTORNEY'S FEES: In any action or proceeding arising out of the agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

24. ACCEPTANCE BY STUDENT: Acceptance of a Brigham Young University Housing & Dining Agreement is the student's acknowledgment that he or she has read, understood, and agreed to the Terms and Conditions, including, without limitation, the Terms and Conditions relating to payment of late fees, termination and the BYU Honor Code.