

BYU Wymount Terrace

Student Family Housing Terms & Conditions (“Terms and Conditions”) – 03/01/2017

1. **HOUSING TERM:** This Agreement begins at 10:00 a.m. on the date specified above and is month-to-month.
2. **PAYMENT OF RENT:** Rent is due and payable on the first day of each month in advance. For purposes of this Agreement, all those signing this Agreement (including signing by electronic acknowledgement) are considered legal tenants, and are jointly and severally liable for rent and other tenant obligations. For the purposes of payment, the university is authorized to charge one or both of the tenants’ university accounts for the full amount of the rents or other charges due. The university will generally follow the direction provided above as to which account will be charged, but the university retains the right to charge any tenant’s university account to affect payment.
3. **DELINQUENT PAYMENTS:** A late fee of \$30.00 will be charged when a rent payment becomes 10 days past due. Each additional month, or part thereof, that an outstanding rent payment is not made, an additional \$30.00 late fee will be assessed. In addition to assessing late fees, the University reserves the right to place holds on a tenant’s class registration and transcript until all outstanding rent and other housing obligations are paid in full.

I understand that when I enter into a lease I accept full responsibility to pay all rent, utilities, fees and other associated costs assessed as a result of my tenancy. I understand that this declaration extends to any future charge that I may incur.

I agree that if all charges I incur are not paid by the due date and if, for the purposes of collecting the amount due, the CES educational institution should retain an attorney or collection agency, I will pay all costs of collection including reasonable interest, reasonable attorney's fees, and reasonable collection agency fees, which may be based on a percentage at a maximum of 40% of the debt.

I also agree to allow the CES educational institution or its agent to contact me by email or cell phone in an effort to collect the debt. I also authorize the CES educational institution or its agent to use automated telephone dialing equipment, and to use artificial or pre-recorded voice messages in their efforts to contact me. Further I understand that I may withdraw my consent to call my cell phone by submitting my request in writing to the CES educational institution or in writing to the applicable agent contacting me on behalf of the CES educational institution. Finally, I understand that my delinquent account may be reported to one or more of the national credit bureaus.

4. **PROCESSING FEE & DEPOSIT:** A \$50.00 processing fee shall be payable to the university at the time of the completion and submission of this Agreement. The processing fee is nonrefundable. A \$100.00 deposit shall also be payable at the time of the completion and submission of this Agreement which shall be in addition to the payment of the processing fee.

The deposit will be refunded only if the tenant(s):

- 1) Cancels this Student Family Housing Agreement before the cancellation deadline as found in paragraph 19 of these Terms and Conditions,
- 2) Does not select a housing space, or
- 3) Otherwise does not complete a Student Family Housing Agreement

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

- a) Past due rent owed under the Terms and Conditions of this Agreement,
- b) Damage to any part of BYU’s housing property, beyond reasonable wear and tear, done by the tenant, the tenant’s family, or any person(s) invited or permitted to remain on the property by the tenant,
- c) Other obligations provided for in this Agreement, and
- d) Cleaning of the housing space, including any storage space, unless reasonably cleaned by the tenant, reasonable wear and tear excepted.

At the time of termination of this Student Family Housing Agreement, the balance of any deposit or any prepaid rent will within 30 days be deposited in the tenant’s university account and a written itemization of any deductions from the deposit, and reasons therefore, will be posted to the tenant’s My Housing Account message board, or the written itemization will be posted to the tenant’s My Housing Account message board within 15 days after a new mailing address is provided to the Campus Accommodations Office. However, if there is damage to BYU’s property, reimbursement will not occur until the end of the 30 day period.

- 5. ELIGIBILITY CONDITION:** Apartments in Student Family Housing are generally available only to married students, single students with children, and faculty under certain conditions:
- A. Students:** Only students and their immediate family members may live in BYU Student Family Housing. Spouses and children of students are considered immediate family members. If the student is either divorced or separated from their spouse the student must have custody of the child(ren) to be eligible for residence at Student Family Housing. Parents, grandparents, siblings, and other relatives of the tenant are not considered members of the immediate family and do not qualify as tenants and may not live in BYU Student Family Housing. Foster children are not considered part of the immediate family, and foster care, or other home care arrangements are not permitted in Student Family Housing.
- Tenants must be enrolled as full-time students, 9 credits per semester and 4 credits per term, and maintain such full-time student status except as provided herein. Tenants may discontinue registration for one semester or two terms and remain in on-campus housing if they have lived in Student Family Housing for the two previous consecutive semesters, and they have completed those two previous semesters as full-time students, and they are registered to again be full-time students for the following semester or two terms. They may also continue to live in Student Family Housing as long as the cotenant spouse is a full-time student.
- B. Faculty:** Apartments in Student Family Housing may be available to a limited number of new and visiting faculty members for a period of up to one year. Faculty placement is subject to the approval of the academic vice president and space availability.
- 6. HOUSING STANDARDS:** Tenants and their family members agree to conduct themselves in accordance with the CES Honor Code, and to abide by the published Student Family Housing Guidelines, www.byu.edu/oncampushousing/, which guidelines are incorporated herein by reference. Failure to maintain such standards or abide by such guidelines constitutes a material breach of this Agreement. BYU reserves the right to amend the Student Family Housing Guidelines from time to time by giving thirty (30) day notice in writing of any change. Upon receipt of notice it is agreed that such change will be a modification of this Agreement and the tenant(s) will be held responsible for the change.
- 7. UTILITIES:** Tenants are responsible for electricity which is billed separately by the university to the tenant's university account. Billing originates from Provo City and includes all applicable fees and taxes. BYU agrees to pay for the tenant's reasonable use of water, garbage, sewer, natural gas, internet and BYU Campus Television content. Should a tenant's use exceed other tenants' average usage by more than 25%, tenants will be assessed for the excess usage.
- 8. TECHNOLOGY SERVICES:** All use of the BYU network must comply with the "BYU Wired and Wireless Network Terms of Use". See it.byu.edu/go/termsfuse. Specific details of all Technology Services in on-campus housing can be found on the Office of Information Technology (OIT) homepage at it.byu.edu.
- 9. 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 tenant(s) 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 tenant(s) or family member of tenant(s), or by posting a notice in a conspicuous place stating such intent to enter. BYU may enter the housing space after the 12 hours' written notice during reasonable hours and after knocking. Whenever the tenant(s) 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 tenant(s) refuses to allow BYU access as provided herein, BYU may immediately terminate this Agreement, remove the tenant(s) from the rental space and charge the tenant(s) for all related damages.
- 10. ALTERATIONS:** The tenant(s) shall not paint, wallpaper, add or change locks or make other alteration to the property without BYU's prior written consent.
- 11. APARTMENT KEYS:** Each apartment is assigned two (2) apartment keys when the tenant moves in. Additional apartment keys may be assigned at the request of the tenant(s) for a fee of \$3.00 per key up to two additional keys. A charge for re-keying will be assessed for all lost keys or keys not returned upon termination of the Agreement.

- 12. MAINTENANCE:** Tenants 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 tenant shall notify BYU and pay for all repairs and replacement caused by the tenant(s) or the tenant's invitee's negligence or misuse. BYU reserves the right, at its convenience, to schedule replacement of features within the apartment, e.g., carpet, vinyl, appliances. Efforts will be made to coordinate such replacement(s) with tenants. If the tenant(s) refuses to allow BYU access as provided herein, BYU may immediately terminate this Agreement and remove the tenant(s) from the rental space.
- 13. PERSONAL PROPERTY & FURNISHINGS:** Personal property of the tenant(s) is not covered by any insurance provided by BYU and the tenant(s) is strongly encouraged to obtain renters insurance. Tenants 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.
- The furnishings outlined in the Student Family Housing Guidelines, including blinds must remain in their designated place. They are not to be removed from the apartment, except by authorized housing or maintenance personnel for cleaning or repair.
- 14. RISK OF PERSONAL INJURY:** Tenants agree to release BYU from liability for personal injury to the tenant(s), or the family or guest of the tenant(s), even if such results from the negligence of BYU.
- 15. LEAD-BASED PAINT:** The federal government has enacted legislation regarding the abatement and disclosure of lead-based paint in certain non-exempt housing. Pursuant to 24 C.F.R. Part 35 and 40 C.F.R. Part 745, beginning September 6, 1996 Brigham Young University must disclose any known lead-based paint and lead-based paint hazards upon the lease of non-exempt residential property built prior to 1978. BYU has complied with this disclosure requirement through the information contained in Addendum "A" to this Agreement, which is expressly incorporated by reference into this Agreement. **In addition to signing this Agreement, you must sign and initial the addendum in order to give this Agreement legal effect.**
- 16. ASSIGNMENT:** The tenant(s) shall not let any part of the premises nor assign this Agreement or any interest in it. Subletting must be approved by the Student Family Housing Office in accordance to the provision listed in the published Student Family Housing Guidelines.
- 17. REASSIGNMENT TO ACCOMMODATE A DISABILITY:** Tenants and their families assigned to or who select an apartment which has been designed to be accessible for individuals with disabilities may be reassigned by BYU at any time to a different apartment should there be a need to use the apartment to accommodate the disability of another tenant or the disability of a family member of another tenant.
- 18. TERMINATION OF BYU HOUSING:** Termination is permitted as follows:

- A. Termination by Tenant:** Tenant(s) may terminate this Agreement by submitting an online Termination Notice at least 30 days in advance of the date of termination. The tenant(s) is responsible for the full 30-day rent and electricity charges from the date of such notice. Once notice is given, tenant(s) may not hold over from the date of termination. If tenant(s) fails to vacate as indicated in the notice, tenant(s) is liable for all damages associated to the failure to vacate.

If the apartment is vacated less than 30 days from the date of the Notice of Termination, tenant agrees that BYU will use its best efforts to mitigate any damages and schedule the posting of the apartment for rent no less than two weeks from the date of vacancy, but tenant will owe all charges for the time period until the apartment is re-rented including the usual rent.

- B. Termination by BYU Student Family Housing:** Since this Agreement provides for possession on a month-to-month basis, BYU may terminate this Agreement for any given month with 30 days notice. In any of the following instances BYU may declare a material breach of this Agreement and elect to terminate this Agreement and remove the tenant(s) from BYU housing:

- (1) Failure of the tenant(s) to make any payment required under this Agreement when due;

- (2) When the cost of damages caused by negligence of the tenant(s), a family member or guest exceeds the amount of the deposit;
- (3) When the tenant(s) causes material, substantial, or continuing breach of this Agreement;
- (4) When the tenant(s) or a family member violates the CES Honor Code or the BYU Student Family Housing Guidelines. The decision about whether a student has violated the CES 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;
- (5) When the tenant(s) or a family member endangers human life (including threats of suicide); or threatens physical harm against other tenants, or commits domestic violence against family members, assaults or injures another; or repeatedly harasses, annoys, or disturbs other tenants;
- (6) When the tenant(s) or a family member intentionally damages, defaces, or destroys BYU property; or intentionally damages, defaces, or destroys the property of or threatens physical harm against other students or university employees.
- (7) When the tenant(s) or a family member suffers, permits, or maintains any nuisance, or health or safety hazard on BYU property;
- (8) When the tenant(s) or a family member uses the premises for unlawful purposes or contrary to university policy.

If termination under this paragraph is sought by the University, the tenant(s) will have the obligation for all past and future amounts owed under this Agreement.

C. Holdover: Any tenant(s) holding over at the date of termination shall create a day-to-day tenancy at a daily rental rate of ten (10) times the normal daily rental rate and such charges will be billed to the tenant's university account. All other terms and conditions herein shall remain in full force and effect. If the hold over effects any other tenancy, the tenant(s) holding over will be liable for all charges or claims associated with a claim of the other tenants.

19. CANCELLATION DEADLINES: This Student Family Housing Agreement may be cancelled without penalty if the student cancels the earlier of:

- 1) 30 days prior to occupancy (Agreement begin date),
- 2) Within 10 days of submitting this Agreement, or
- 3) 5 days prior to first occupancy (Agreement begin date) if the date of apartment selection is within 10 days of the date of first occupancy.

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

21. ACCEPTANCE BY TENANT: Acceptance of a Brigham Young University Student Family Housing Agreement is the tenant'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 CES Honor Code.

Addendum "A"

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND/OR LEAD-BASED PAINT HAZARDS
(Lease)**

Pursuant to federal law (24 C.F.R. Part 35 and 40 C.F.R. Part 745), beginning September 6, 1996, Brigham Young University must disclose any known lead-based paint and lead-based paint hazards upon the lease of non-exempt residential property built prior to 1978. While BYU believes its housing to be lead-based paint free, it is required to follow the federal guidelines and disclose the possibility of lead-based paint in BYU-owned rental property. The following addendum is designed to comply with federal disclosure requirements.

LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

BYU'S DISCLOSURE

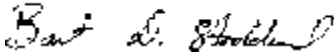
- (a) BYU has no knowledge of lead-based paint and/or lead-based paint hazards.
- (b) BYU has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

TENANT'S ACKNOWLEDGMENT (initial each)

- (a) _____ Tenant acknowledges that BYU has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- (b) _____ Tenant has received the online pamphlet *Protect Your Family from Lead in Your Home* at <http://www.epa.gov/lead/pubs/leadpdf.pdf>.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.



Brigham Young University
By its: Manager, BYU Campus Accommodations

Tenant

Date

By clicking on the I Accept button below, you are accepting a Brigham Young University Housing Agreement. Also, you are acknowledging that you have read, understood, and agree to the Terms and Conditions, including without limitation, the terms relating to payment of late fees, termination, and the CES Honor Code.

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I Accept

I Do Not Accept