

## **BYU On-Campus Housing (FLSR) Terms & Conditions (“Terms and Conditions”) Winter Semester 2018**

**1. PROCESSING FEE:** A \$50.00 processing fee shall be payable at the time of selecting a housing space. The processing fee is nonrefundable.

**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 Agreement before the cancellation deadline as found in paragraph 6 of these Terms and Conditions,
- 2) Is released for reasons as specified in paragraph 19b,
- 3) 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 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 posted to the student's My Housing Account message board, 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 posted to the student's My Housing Account message board. 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 \$30.00 will be charged when an account becomes 10 days past due. Each month that the account is not brought current 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 student's meal plan, class registration, and transcript until the account is cleared.

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. ELIGIBILITY CONDITION:** In order to be eligible for housing, the student must be enrolled at BYU with a minimum of 9 credit hours during each semester. Any exceptions to this minimum requirement are left to the sole and unfettered discretion of the Office of Residence Life. If no exception is granted, refer to paragraph 19(a).

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

Students who have not checked in by the first day of classes may lose their room assignment and may have their agreement cancelled. If 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, the university reserves the right to terminate this agreement without cost to the university.

**6. CANCELLATION DEADLINES:** The Housing 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 Agreement as a replacement for a prior student agreement.

**7. HOUSING STANDARDS:** Students agree to conduct themselves in accordance with the CES Honor Code, and to abide by the published Housing Guidelines at [www.byu.edu/oncampushousing](http://www.byu.edu/oncampushousing). (CES Honor Code, Housing Guidelines, and the Foreign Language House Honor Code are incorporated herein by reference). Failure to comply constitutes a material breach of this agreement. BYU reserves the right to amend the 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 student will be held responsible for the change.

**8. 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 and/or its representatives, e.g., contractors, 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.

**9. ALTERATIONS:** Students shall not paint, wallpaper, add or change locks or make other alteration to the property without BYU's prior written consent.

**10. TRANSFERS/CONSOLIDATIONS:** BYU reserves the right to transfer or consolidate students to a location other than the originally assigned or selected housing space.

**11. 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.

**12. BUILDING ACCESS:** A charge for re-keying will be assessed for all lost keys or keys not returned upon termination of the agreement.

**13. 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.

**14. PEACEFUL POSSESSION AND EXERCISE OF RIGHTS:** All students living in rooms where computers, web cameras, and/or other image recording/transmitting devices exist should discuss with their roommates appropriate parameters for such equipment's use to provide appropriate privacy and comfort for all residents. Students unable to agree on parameters should notify their Hall Advisor.

**15. 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.

**16. 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.

**17. NO RIGHT TO ASSIGN OR SUBLET – LIMITED RIGHT TO PROVIDE A SUBSTITUTE TENANT:** The Housing Agreement is between BYU 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.

**18. 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.

**19. 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, or enrolling in less than the required credit hours as shown in paragraph 4, 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 19(b).
- b) A student is charged until the date of release from the housing agreement 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 issued within thirty days from the withdrawal date.
- c) If a student who has signed an agreement withdraws from the university and receives a release from the housing agreement, and then returns as a student during what would have been the agreement period, the student must fulfill the remainder of the agreement.

**20. 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 the CES Honor Code, the Housing Guidelines, or the Foreign Language Student Residence Program rules. 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.
- e) The student endangers human life (including threats of suicide); or threatens physical harm against other students; or repeatedly harasses, annoys, or disturbs other students.
- f) The student 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.
- g) The student suffers, permits, or maintains any nuisance, or health or safety hazard in the space on BYU property.
- 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.

**21. 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. If a prescribed service or emotional support animal is left unattended, the animal will be boarded and any incurred expenses will be the sole responsibility of the owner.

**22. 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](http://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](http://it.byu.edu).

**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 BYU Housing 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 CES Honor Code.

3/1/2017