

**BYU-Idaho Student-Landlord Contract**

**Nauvoo House Apartments**

**175 West 5th South Rexburg, ID 83440**

[www.nauvoohouse.com](http://www.nauvoohouse.com), [nauvoohouse@gmail.com](mailto:nauvoohouse@gmail.com)

**208-356-7756 office**

Student Full Name:	Date:
Preferred E-Mail Address:	BYUI Email Address:
Home Street:	Home City, State & Zip:
Home Phone:	Cell Phone:
Parent/Guardian Name:	Student DOB:
Parent/Guardian Signature (if under 18):	
Occupancy Dates(circle all that apply): Winter 2010 Spring 2010 Fall 2010	
Apt. #(to be filled out by landlord):	

I acknowledge that I have read and agree with all terms of the Contract; parking contract, if applicable; and approved addenda (*Addenda to be kept for personal records, not to be sent back to manager*).

**Student Signature:** \_\_\_\_\_

Landlord Signature: \_\_\_\_\_

**Certificate of Student Status:** I hereby certify that I am a student and am eligible to rent and reside in BYU-Idaho approved housing, i.e.: I have been admitted to a track as a full- or part-time student of BYU-Idaho, (Continuing Education excluded if not admitted to a track). I understand that I cannot live in approved housing prior to my assigned semester start date. I recognize that if I become a student enrolled in any other institution or school, I am not eligible to live in BYU-I housing. I further certify that I have never been evicted or had my tenancy terminated from BYU-Idaho approved housing for violation of the BYU-Idaho Honor Code or the BYU-Idaho Apartment Living Standards nor have I been dismissed, suspended, nor have I withdrawn (in lieu of being suspended or dismissed) from BYU-Idaho for academic or non-academic reasons, nor am I registered as a sex offender. I agree to live in BYU-Idaho approved housing under the principles of the BYU-Idaho Honor Code, the BYU-Idaho Off-Campus Living Standards, and the gender separation policy. I recognize and understand that my declaration of status as a student and continual maintenance of such status is material to and relied upon by the landlord in entering into this rental agreement and any misrepresentation found herein is a ground for immediate termination of this rental agreement and such other legal and equitable remedies as the landlord may pursue.

**Student Signature** \_\_\_\_\_

**Compliance with Apartment Living Standards:** I agree to comply with, and acknowledge the landlords and my responsibility to maintain the BYU-Idaho Apartment Living Standards as listed below and to help other students maintain the same. Failure to meet these expectations can be sufficient cause for eviction.

(a) Guests of the Opposite Sex - Visitors of the opposite sex are permitted in living rooms and kitchens, but not in the bedrooms in on- or off-campus living units. Must have three people in the apartment with front blinds/drapes open. The use of bathroom areas by members of the opposite sex is not appropriate unless emergency or civility dictate otherwise and then only if the safety, privacy, and sensitivity of other residents are not jeopardized. Visiting hours extend from noon until 15 minutes before curfew. (Curfew is 12 a.m. Saturday through Thursday and 1 a.m. on Friday.)

(b) Conduct - All students conduct themselves in a manner consistent with the principles of The Church of Jesus Christ of Latter-day Saints and BYU-Idaho Student Honor. Furthermore, all students living in university-approved housing are required to abstain from possessing, serving, or consuming alcoholic beverages, tobacco, tea, coffee, and harmful drugs. Involvement with gambling; pornographic, erotic or indecent materials (including inappropriate Internet sites); disorderly, obscene or indecent conduct or expressions; or with other offensive materials, expressions, or conduct; or disruptive behavior, or other violations which are inconsistent with the principles of the Church and the BYU-Idaho Honor Code, is not permitted in student housing. Firearms, knives, ammunitions, explosives, or any devices which intended use is capable of inflicting injury or damaging property, are not permitted in student apartments. All guests of students must comply while on the premises of university-approved housing.

(c) Dress and Grooming Standards - All students of university-approved housing abide by the BYU-Idaho dress and grooming standards.

(d) Maintaining the Standards - Students are expected to help their guests and other residents understand and fulfill their responsibility under the BYU-Idaho Apartment Living Standards and BYU-Idaho Student Honor.

**Student Signature** \_\_\_\_\_

**1. COST OF ACCOMMODATIONS & SERVICES:**

*(Receipts must be provided for all payments.)*

**SECURITY DEPOSIT:** \$ 175 (*Refundable portion*\$150) (*Non-refundable portion*\$25)  
**RENT:** \$ \_\_\_\_\_  
**LATE FEES (See Late Fees):** \$ \_\_\_\_\_ **PARKING (See Parking Contract):** \$ 5 \_\_\_\_\_  
**UTILITIES:** \$ \_\_\_\_\_ **OTHER:** \$ \_\_\_\_\_

**2. PAYMENT OBLIGATION:**

The undersigned agrees (A) to assume full, legal obligation for payment according to the terms of the Contract, (B) to the payment of late fees in the amount of \$50, if not paid within 5 days due date, and interest at 15 % per annum on any past-due (unpaid after 30 days of the date due) accounts, (C) to pay all costs of collection including reasonable attorneys 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 \$175 serves as a security deposit and may include a non-refundable portion to defray processing costs, 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 the 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, tenant 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 notification and verification must be submitted in writing, to the last know 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 \$175 fee. (B) Individuals who have signed contracts anticipating admission to BYU-I who are ultimately not admitted will 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 admission 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. Any breach of this Contract by the tenant in failing to take possession leaves the tenant with the full obligations found herein unless the tenant 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 tenant in writing a release-of-obligation. If the tenant seeks cancellation less than 60 days before occupancy, 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) Residents 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) Residents withdrawing from BYU-Idaho 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 tenant to make any payment under this Contract when due; (B) when cost of damages caused by tenant or guests exceeds the amount of the security deposit; (C) when tenant causes any material, substantial, or continuing breach of this Contract; (D) when tenant violates the Apartment Living Standards; (E) when the tenant is not eligible to live in BYU-Idaho Approved Housing (See Certificate of Student Status above); (F) when tenants conduct interferes with other residents rights to peaceful enjoyment of the premises, recklessly endangers human life including self, or when the tenant 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 tenant suffers, permits, or maintains any nuisance, or any health or safety hazard on the premises. Tenant agrees to cover all costs of eviction, including legal penalties provided by law and attorneys fees, if there is failure to comply with legal notices of eviction or court orders.

**UNIVERSITY TERMINATION OF APPROVED HOUSING:** Upon five days written notice to the landlord, tenant may terminate this Contract at any time Navoo House Apartments does not have BYU-Idaho 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 resident (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 employees are required to conduct themselves in accordance with the BYU-Idaho Honor Code and abide by the BYU-Idaho Student Handbook at [www.byui.edu/handbook](http://www.byui.edu/handbook), and approved addenda/Resident Hall Guidelines, etc. which are incorporated, by reference, as part of the agreement. 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-Idaho 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 BYUI's Housing Office.

**6. PROTECTION OF PERSONAL PROPERTY:**

Tenants living in approved housing waive all claims against the landlord for 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:**

Tenant will not be unjustly evicted and neither party will harass or retaliate against the other for any reason. Landlord may not enter the property without consent of at least one of the residents, or after giving 12-hours notice either delivered to the tenant or posted in a conspicuous place stating an intent to enter. Landlord reserves the right to enter student 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 tenant 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 residents, and must abide by BYU-Idaho Honor Code and Apartment Living Standards.

**9. PROPERTY CONDITION:**

**STUDENT OBLIGATION:** Student accepts the premises as being in good order, and reasonably clean, unless otherwise indicated in writing submitted to the 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 them or guests which is beyond reasonable wear and tear, and (E) to notify landlord of needed repairs or violations of the BYUI 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-Idaho Minimum Environmental Specifications, (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, (D) to work with due diligence to correct problems

**10. ABANDONED PROPERTY:**

When the Contract expires, or otherwise terminates, the tenant will immediately vacate the premises and remove all tenants and friends property. Landlord and tenant agree that if any personal or friends 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 tenant concerning the property, permit the tenant to enter and remove the property; but in any event the landlords 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 tenant 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 Student Handbook and at [www.byui.edu/housing](http://www.byui.edu/housing). Both parties agree to mediate in good faith and to abide by any decision rendered by the Arbitration board, including any monetary award made.

***Nauvoo House Apartments Addenda 2009***

*Welcome to Nauvoo House Apartments. This is part of the housing contract and, therefore, should be read carefully. Questions regarding housing arrangements should be referred to the manager at 208-356-7756 or nauvoohouse@gmail.com*

1. UTILITIES: Your rent includes reasonable use of cable TV, Internet, water, sewer, garbage, gas, electricity, etc. In the event tenant, or all tenants in a unit, are found to be wasteful in their utility use, the Landlord may impose additional charges.
2. CHECK-IN AND CHECK-OUT PROCEDURES: Check-in and check-out procedures will be provided by your manager. Tenants must leave

Nauvoo House Apartments immediately after having officially checked out. **Those who leave Nauvoo House Apartments without checking out properly will be charged a \$25 non-checkout fee in addition to the loss of their deposit.** Early check-ins are not allowed unless per-approved by manager. A daily fee may be charged prior to the beginning contract date.

3. DAMAGES: Tenants are liable for any damages to the apartments. When more than one person is involved, each person will share in the expense. When tenants know who is responsible for any damage in public areas, they should furnish such information to the manager. The following are typical costs for replacement of the items indicated but the tenant may be charged the actual cost:

a. Carpet Repair (minimum charge/sq.yd.)	\$25+	g. Door	\$250
b. Door Locks	\$35-150	h. Garbage Disposals	\$150
c. Key (lost)	\$25	i. Light Fixture	\$50
d. Light Fixture in kitchen	\$250	j. Mattress	\$150
e. Re-key a door	\$50	k. Screens	\$30+
f. Windows (depending on size)	\$75-100	(Prices are subject to change without notice)	

4. DECORATIONS: Appropriate decorations are encouraged. No items may be attached to the wall with nails or screws. Windows and ceilings should be free from decorations. All decorations must be in good taste, and be promptly removed if requested by management.

5. DISCIPLINE: Tenants who violate university and/or Nauvoo House Apartments policies are subject to disciplinary sanctions which may include but are not limited to restrictions, fines, service, eviction, or other penalty as deemed by Nauvoo House Apartments or BYU-Idaho.

6. DISMISSAL FROM BYU-IDAHO: A student moving due to eviction or being asked to leave for disciplinary sanctions will be responsible for the remainder of their contract.

7. EVICTION: Behavior which does not meet the student standards or other BYU-Idaho Housing rules and regulations, including Nauvoo House Guidelines, may result in eviction from Nauvoo House Apartments. Eviction will result in a loss of their deposit and they will be responsible for the remaining portion of their contract.

8. FIRE/SAFETY: Decorations should not be attached to the ceiling or near window coverings. All burning embers, such as incense, and open flames are prohibited. Artificial Christmas trees are preferred. A \$500 fine may be assessed for tampering with fire extinguishers or alarms. Items are not to be hung from the fire sprinkler systems.

9. FIREARMS AND WEAPONS: Nauvoo House Apartments prohibits the possession or use of firearms, weapons, and facsimiles on property owned or controlled by Nauvoo House Apartments. For the purpose of this policy, firearms or weapons include any device which can expel a projectile, and/or other dangerous weapons, including knives, explosives, or other items which, in their intended use, are capable of inflicting serious injury.

10. FURNITURE: Please keep furniture in regularly assigned area. No furniture may be moved out the room, apartment, or lounge to which it is assigned without management approval.

11. GUESTS: No overnight guests of the opposite sex are permitted. All overnight guests (two or three days maximum) should have the permission of roommates and register with the manager. Immediate family members and other guest of the same sex may stay with a nominal charge per night. All guests are expected to abide by the BYU-Idaho standards and Nauvoo House guidelines.

12. HOUSEKEEPING: Tenants are required to maintain order and cleanliness in their living accommodations at all times. There will be regularly scheduled cleaning checks. Tenants will supply their own cleaning products to clean their apartment/room. If housekeeping falls below the standard set by the manager or owner, any necessary cleaning may be done by the management approved person(s) and the tenant or tenants responsible may be charged fine and/or an hourly fee for the cleaning service.

13. KEYS: Keys to apartments and mailboxes will be issued by the manager at Check-in. Tenants are advised to keep their rooms or apartments locked at all times when not occupied. Nauvoo House Apartments is not responsible for items stolen or any damage done. No Nauvoo House Apartments keys are to be copied or duplicated by anyone except the management. Key replacement is \$25 for standard keys and \$50 for rekeying of the apartment door.

14. LAUNDRY FACILITIES: Washing machines and dryers are installed in the laundry room. Nauvoo House Apartments is not responsible for items damaged, destroyed, stolen or lost at in the laundry room.

15. LINEN: Tenants need to bring their own sheets, pillows, pillow cases, blankets, bedspreads, towels, and washcloths. All beds are standard twin size.

16. LITERATURE, BOOKS, MAGAZINES, POSTERS AND PICTURES: Please remember the environment of BYU-Idaho. We request all reading material, posters, or pictures be consistent with LDS standards.

17. MAIL SERVICE: As soon as possible after arrival at Nauvoo House Apartments, inform parents, friends, relatives, etc., of your correct address the address is: (Your Name) 175 West 5th South. Apt# \_\_\_\_ Rexburg, ID 83440

Tenants should arrange their schedules to be available when luggage or packages arrive. Packages that are delivered to the apartments by a parcel service are sometimes stacked in the entry way by the office and their security cannot be guaranteed. When leaving Nauvoo House Apartments to go home, be sure to notify friends, family, magazine subscriptions, etc. of a change of address and fill out a change of address form from the post office.

18. MAINTENANCE: If a tenant notices anything in an apartment or room that requires repair work or maintenance attention, please notify them manager using the property internet portal or using a maintenance request sheet provided by the manager.

29. MANDATORY MEETINGS: At the beginning of each semester mandatory meetings are held to explain apartment rules and regulations that are

critical for the tenant to know. **All tenants will be held accountable for any information discussed or distributed in the meeting.**

20. OCCUPANCY: Apartments and rooms will not be ready for occupancy before the first day of the contract. If arriving late for semester/block check-in, contact the manager to secure reservations so they will not be given to someone else. **Please do not expect to be checked in or out of the apartment before check in times or after check out times. Approval to stay before check-in or after check-out times must be obtained by manager and may incur a daily/nightly fee.**
21. OVERNIGHT TRIPS: If a tenant will be gone from the apartments for the night, tenant must notify the manager before leaving
22. PARKING: Tenants bringing cars must purchase a Nauvoo House Apartments parking permit from the manager at check-in. (Rexburg City ordinance does not allow overnight parking on City streets from November 1 to March 1.) Parking is at a premium and parking permits are sold on a first come-first served basis. There are 350+ parking spaces available at Nauvoo House Apartments and spaces may be limited.
23. BICYCLES: Tenants may not store bicycles in the apartment at any time. Outside bicycle racks are available storage. Nauvoo House apartments will not be responsible for loss or damage to any tenants bicycle. Tenant must get a bicycle permit from the manager. Bicycles found on property without a permit will be removed and donated to charity. Tenant is responsible for removing bicycle when checking-out of Navoo House Apartments. Tenants must move their bicycles to one rack, designated by management, and only use that rack from December to March of each year. Bicycles that are attached to any other rack during those months, will be removed and donated to charity.
24. PETS: Pets of any kind are not allowed on the property.
25. PROHIBITIONS: Dart boards, Ouija boards, fireworks of any kind, explosives, illicit drugs, alcohol, gambling, open flames (or use of matches, candles, incense, etc.), pets or animals, and vulgarity or any rude and unusual disturbance are not consistent with BYU-Idaho standards and are prohibited.
26. QUIET HOURS: Quiet hours are from 10 p.m. until 8:30 a.m. Monday through Saturday and all day on Sunday. Quiet hours are designed to help tenants have adequate time for proper study and sleep. Each tenant is expected to refrain from disturbing activities such as loud conversation and laughter or loud playing of radios, stereos, etc. Tenants do not have the right at any time to be so excessively loud that it is unfair disturbance to other residents.
27. ROOM ASSIGNMENTS: All roommate requests need to be submitted to the manager at least 30 days prior to the contract beginning. Nauvoo House Apartments makes an effort to honor as many request as possible when they are assigned the same apartment. (There is, however, no assurance that all requests can be honored.) Nauvoo House Apartments reserves the right to transfer or consolidate tenants to other than originally assigned rooms or apartments. Tenants are expected to sleep in their own rooms.
28. ROOM CHECKS AND PRIVACY: Nauvoo House Apartments supports a tenants right to privacy. However, it reserves the right to enter tenants rooms with the reasonable notice for maintenance, repairs, cleaning, inspection, emergencies, to ensure compliance with the rules and regulations, and to show to prospective tenants.
29. SECURITY: Tenants should lock doors to their apartments or rooms to protect personal belongings and to provide additional security
30. STORAGE: Nauvoo House Apartments does not have storage space available to the tenants. Repair or storage of automobiles, bicycles, motorcycle parts, or similar mechanical devices is not permitted in the apartment or room. Tenants leaving for a block or semester should take all their personal belongings with them. Items left in the apartments after the tenant has checked out will be considered abandoned property and will be disposed accordingly. Managers cannot mail personal belongings. It is the tenants responsibility to see to it that all personal belongings are sent to where the tenant wishes them to go.
31. TELEPHONES: Nauvoo House Apartments provides limited telephone service at no charge for local calls.
32. TELEVISION & OTHER MEDIA: The management has the prerogative of changing the channel or turning off the TV if the program being viewed in the lounge is in poor taste. Internet access, music, television, or any form of entertainment, including concerts, movies, and videocassettes that are vulgar, immoral, inappropriate, suggestive, or pornographic in any way, no matter what the rating, violates the spirit of the Code of Honor and is not acceptable. R-rated viewing is inappropriate and good judgment should be exercised in selecting appropriate movies of other ratings.
33. WATER FIGHTS: Water fights are prohibited. Any disruptive behavior using damaging products is strictly prohibited.
34. WHITE GLOVE: When tenants check out of the apartments, their room/apartment must be white-glove clean. The white glove inspection is part of the checkout procedure. If checkout is not completed properly, all or part of the \$150 deposit could be used to cover itemized expenses. Damages beyond the \$150 deposit will be billed to the student(s) responsible.