

BYU On-Campus Housing Terms & Conditions (“Terms and Conditions”)

Spring Term 2018, Summer Term 2018, Fall-Winter Semesters 2018-2019, Winter Semester Only 2019

This tenancy agreement (The “Agreement”) is entered into between the landlord Brigham Young University (the “University”) and the individual resident, identified herein, who electronically accepts this Agreement (referred to herein separately as “Tenant”). According to the Terms and Conditions set forth below, Tenant agrees to rent the dwelling and bedspace identified herein (the Dwelling and Bedspace”). This Agreement will be administered and managed by the Office of Residence Life, a department of the University.

1. ELIGIBILITY CONDITION: In order to be eligible to enter into this Agreement, the Tenant must be a matriculated student of the University. The Tenant must enroll with a minimum of 9 credit hours during each semester, and 4 credit hours during each term. Any exceptions to this minimum requirement are left to the sole discretion of the Office of Residence Life. If no exception is granted, refer to paragraph 23(a).

2. HOUSING TERM: The Fall-Winter Semesters and Winter Semester only Agreements begin and end at 10:00 a.m. on the dates specified on the Agreements. The Spring and Summer Terms Agreements begin at 5:00 p.m. and end at 10:00 a.m. on the dates specified on the Agreements.

Tenants who have not checked in by the first day of classes may lose their room assignment, and this Agreement may be cancelled.

3. PAYMENT OF RENT: Rent must be paid through the University payment processing portal, My Financial Center, found in the Tenant’s *myBYU*. Rent is due and payable as specified on the above rate schedule.

4. 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.

In entering into this Agreement, Tenants acknowledge the following:

I understand that by entering into this Agreement 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 the University retains an attorney or collection agency for the purposes of collecting the amount due, 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 University or its agent to contact me by email or cell phone in an effort to collect the debt. I also authorize the University 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 University or in writing to the applicable agent contacting me on behalf the University by updating my personal information in my BYU profile in *myBYU*. I understand that my delinquent account may be reported to one or more of the national credit bureaus.

I understand that my delinquent account may be reported to one or more of the national credit bureaus.

5. 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:

- 1) Cancels this Agreement before the cancellation deadline as found in paragraph 25 of these Terms and Conditions,
- 2) Is released for reasons as specified in paragraph 23b.

The University will apply the deposit to any of the following outstanding obligations at the close of the Tenancy:

- a) Past-due rent owed under this Agreement,
- b) Damage to any part of University housing property, beyond reasonable wear and tear, caused by the Tenant, Tenant's assistance animal 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 Dwelling and Bedspace, including any storage space, unless reasonably cleaned by the Tenant, reasonable wear and tear excepted.

At the time of termination of this 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 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 University property, reimbursement will not occur until the end of the 30 day period.

6. HOUSING STANDARDS: Tenant agrees to conduct himself or herself in accordance with the CES Honor Code, and to abide by the published Housing Guidelines at 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. The University reserves the right to amend the Housing Guidelines from time to time by giving thirty (30) day notice in writing of any change. Following the 30-day notice it is agreed that such change will be a modification of this Agreement and the Tenant will be held responsible for the change.

7. UTILITIES: Tenants at Wyview Park 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. The University agrees to pay for the Tenant's reasonable use of water, garbage, sewer, natural gas, internet and BYU Campus Television content. However, any unreasonable use of water, garbage, sewer, natural gas, internet, or BYU Campus Television will be billed to Tenant.

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, the University may enter the Dwelling and Bedspace assigned to the Tenant without consent, but the University 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, the University 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 Tenant [or a roommate] or by posting a notice in a conspicuous place stating such intent to enter. The University may enter the Dwelling and Bedspace after the 12 hours' written notice during reasonable hours and after knocking. Whenever the Tenant requests the University to make repairs, consent is deemed to have been given to the University to enter without providing 12 hours' notice, but only to make the requested repairs and only after knocking and at reasonable hours.

10. ALTERATIONS: The Tenant shall not paint, wallpaper, add or change locks or make other alteration to the property without the University's prior written consent.

11. BUILDING ACCESS: A charge for re-keying will be assessed for all lost keys or keys not returned upon termination of this Agreement. BYU identification cards are used for access into Helaman Halls, and for access into apartments and buildings of Heritage Halls. Identification cards are nontransferable. If a card is lost, the Tenant must immediately deactivate the card in *myBYU*.

12. MAINTENANCE: Tenants shall properly use all furniture, furnishings, appliances, and electrical and plumbing fixtures, and keep them as clean and sanitary as practicable. Excluding reasonable wear and tear, the Tenant shall notify the University and pay for all repairs and replacement for damages caused by the Tenant or the Tenant's invitees. The University reserves the right, at its convenience, to schedule replacement of features within the Dwelling and Bedspace, e.g., carpet, vinyl, appliances. In accordance with section 9 of this Agreement the University will coordinate such replacement(s) with Tenants.

13. PERSONAL PROPERTY & FURNISHINGS: Personal property of the Tenant is not covered by any insurance provided by the University, and the Tenant 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 Housing Guidelines, including blinds, must remain in their designated place. They are not to be removed from the Dwelling and Bedspace, except by authorized housing or maintenance personnel for cleaning or repair.

14. RISK OF PERSONAL INJURY: Tenants agree to release the University from liability for personal injury to the Tenant(s), to Tenant's invitees, even if such results from the negligence of the University.

15. TRANSFERS/CONSOLIDATIONS: The University reserves the right to transfer or consolidate Tenants to a Dwelling and Bedspace other than the originally-assigned or selected Dwelling and Bedspace.

16. NO RIGHT TO ASSIGN OR SUBLET – LIMITED RIGHT TO PROVIDE A SUBSTITUTE TENANT: This Agreement is not assignable or transferable. Tenant may not enter into any sublease. Tenant may submit a Petition for Agreement Release, which the University, in its sole discretion, may decide to accept and assign a replacement Tenant.

17. REASSIGNMENT TO ACCOMMODATE A DISABILITY: Tenants assigned to or who select Dwellings and Bedspaces which have been designed to be accessible for individuals with disabilities may be reassigned by the University at any time to a different Dwelling and Bedspace should there be a need to use the Dwelling and Bedspace to accommodate the disability of another Tenant.

In the event that during the course of the Tenancy, the Tenant becomes disabled and is in need of an accommodation, the University reserves the right to reassign the Tenant to another Dwelling and Bedspace designed to accommodate the particular type of disability.

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

19. ASSISTANCE ANIMAL: The University allows for accommodations for Tenants with Disabilities in accordance with the published policies of the University. If a Tenant has been authorized to have an assistance animal in the Dwelling and Bedspace, the Tenant is responsible for any damage caused by the animal. In the event that the assistance animal is left unattended, the animal will be boarded, and any incurred expenses will be the sole responsibility of the owner.

20. PEACEFUL POSSESSION AND EXERCISE OF RIGHTS: All Tenants 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. Tenants unable to agree on parameters should notify their Hall Advisor. Working out these privacy standards among roommates, and any resulting liability for a failure to establish, maintain, or abide by such standards, is the responsibility of the Tenant and the Tenant's roommates.

21. MEAL PLANS: Helaman Halls residents are required to have a meal plan as shown below:

- Fall and Winter Semesters, Winter Semester only – Dining Dollars Blue Meal Plan, or
- Fall and Winter Semesters, Winter Semester only – Open Door 7 Meal Plan, or
- Fall and Winter Semesters, Winter Semester only – Dining Plus, or
- Fall and Winter Semesters, Winter Semester only – Basic

- Spring and Summer Terms – Dining Plus

22. EARLY TERMINATION: Tenants may terminate this Agreement and remain in school if they marry, in which case they may be released from this Agreement seven days prior to the marriage. Tenants 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.

23. WITHDRAWAL, SUSPENSION, EXPULSION, OR DISMISSAL FROM THE UNIVERSITY: Tenants who are suspended or dismissed by the University, 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 this agreement. These Tenants 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 1, is considered a material breach of this Agreement requiring the Tenant's immediate removal from BYU Housing and payment of all existing and future obligations under this Agreement unless the Tenant's withdrawal is for reasons listed in paragraph 23(b).
- b) A Tenant is charged until the date of release from this Agreement if withdrawing and receiving a deferral for one of the following reasons: mission, marriage, military, medical reasons, or graduation. The Tenant is responsible for providing appropriate verification of reasons for withdrawal from BYU Housing within 30 days after termination. Refunds due to Tenants because of withdrawal from BYU Housing will be issued within thirty days from the withdrawal date.
- c) If a Tenant withdraws from the University for one of the reasons specified in paragraph 23(b) and receives a release from this Agreement, and then returns as a student during what would have been the Agreement period, the Tenant must fulfill the remainder of this Agreement.

24. TERMINATION OF BYU HOUSING: In any of the following instances, the University may declare a material breach of this Agreement and elect to terminate this Agreement and remove the Tenant:

- a) Failure of the Tenant to make any payment required under this Agreement when due;
- b) When the cost of damages caused by the Tenant or his or her invitee exceeds the amount of the deposit;
- c) When the Tenant causes material, substantial, or continuing breach of this Agreement;
- d) When the Tenant violates the CES Honor Code or the Housing Guidelines. The decision about whether a Tenant 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) When the Tenant endangers human life (including threats of suicide); or threatens physical harm against other individuals; or repeatedly harasses, annoys, or disturbs other individuals;
- f) When the Tenant intentionally damages, defaces, or destroys University property; or intentionally damages, defaces, or destroys the property of, or threatens physical harm against, other Tenants or University employees;

g) When the Tenant suffers, permits, or maintains any nuisance, or health or safety hazard in the space on University property;

h) When the Tenant uses the premises for unlawful purposes or contrary to University policy.

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

25. CANCELLATION DEADLINES: This Agreement may be cancelled by the Tenant, without penalty, so long as the Tenant gives notice by the earlier of the following:

1) 90 days prior to occupancy,

2) Within 10 days of first submitting this 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 Tenant who signs this Agreement as a replacement for a prior Tenant who has moved out.

26. 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.

27. ACCEPTANCE BY TENANT: Acceptance of this 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.

2/12/18