

## 2021-2022 BYU STUDENT-LANDLORD RENTAL AGREEMENT

This Contract is entered into on this date Day: _____ Month: _____ Year: _____	
Student's Name:	Phone:
Permanent Home Address:	Educational Institution:
Student's E-mail Address:	Student's I.D. Number:
Landlord's Name:	Landlord's Phone:
Landlord's Local Agent:	Landlord's E-mail Address:
Local Agent's Mailing Address:	Agent's Phone:
Landlord's Second Contact:	Contact's Phone:
Second Contact's Mailing Address:	

**CERTIFICATION OF STUDENT STATUS:** I hereby certify that I am a "student" and am eligible to rent and reside in BYU Contracted Off-Campus Housing, ("Contracted Housing"), that is, I am a full or part-time student of Brigham Young University ("BYU" or "university"), enrolled in daytime classes; or, I have applied to BYU or a qualifying institution and been accepted for enrollment; or, I am enrolled in an LDS institute program for credit and will provide proof of registration and attendance; or, I am a student of an educational institution which, on the basis of religious or moral principle, provide for sex segregated housing (BYU English Language Center (Provo Campus), LDS Institute, UVU, Acaydia School of Aesthetics, American Institute of Medical and Dental Technology, Aveda Institutes Provo, Nomen-Global Language Centers, Paul Mitchell The School, Provo College, Renaissance Academe De Hair Design, Selnate International School, and Stevens Henager College). I have elected to live in such housing under the terms and conditions found herein and will provide proof of attending BYU or a qualifying institution upon request. **I further certify that I have never been evicted nor had my tenancy terminated from BYU Contracted Housing for violating the Residential Living Standards nor have I been dismissed, suspended, nor have I withdrawn (in lieu of being suspended or dismissed) from BYU for non-academic reasons.** I also understand if I am banned from BYU, I am not eligible to live in BYU Contracted Housing. I agree to live in Contracted Housing under the principles of the Residential Living Standards and the sex separation policy, and remain eligible as a student as defined in this paragraph. I recognize and understand that my Certification of Student Status is material to and relied upon by the landlord in entering into this rental agreement and any misrepresentation found herein or change in student status is reason for immediate termination of tenancy and such other legal and equitable remedies as the landlord may pursue. As a BYU student, I understand and agree that the landlord is required by BYU to verify each semester/term through myBYU that I am a resident with a current contract and will provide BYU my residential address. \*(See paragraph #10) **Student Initials:**

**RESIDENTIAL LIVING STANDARDS:** I agree to comply with, and acknowledge the landlord's and my responsibility to maintain the Residential Living Standards as listed below (collectively referred to as "Residential Living Standards") and to help other students maintain the same. My violation of these standards shall be sufficient cause for eviction. **Guests of the Opposite Sex:** Visitors of the opposite sex are permitted in living rooms and kitchens, but not in bedrooms, or private hallways. 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 may begin after 9:00 a.m. and extend until 12:00 midnight. Friday night visiting hours may extend until 1:30 a.m. Landlords may establish a shorter visiting period if written notice is given to students.

**Conduct:** All students and residents shall be required to conduct themselves in a manner consistent with the BYU Honor Code including living a chaste and virtuous life, being honest, obeying the law, abstaining from possessing, serving, or consuming alcoholic beverages, tobacco, tea, coffee, or harmful drugs both on and off the premises of Contracted Housing. Involvement with gambling, pornographic, erotic, indecent, or offensive material, obscene or indecent conduct or expressions, disorderly or disruptive conduct, or any other conduct or action inconsistent with the BYU Honor Code, in the sole discretion and judgment of the university, is not permitted on or off the premises of Contracted Housing. All guests must comply with the Residential Living Standards while on the premises of Contracted Housing. Students are expected to help their guests and other residents understand and fulfill their responsibility under the Residential Living Standards and the BYU Honor Code.

**Dress and Grooming Standards:** All students of Contracted Housing are required to know the BYU dress and grooming standards and abide by them. (The standards expressed above apply to students at all times whether on or off campus.) **Student Initials:**

**UNIVERSITY CONVICTED SEX OFFENDER POLICY:** The university has determined that convicted sex offenders, whether required to register or not, pose a significant, clear and present danger to residents living in Contracted Housing, and are not permitted to live in Contracted Housing. I hereby certify that I am NOT a convicted sex offender and am eligible to rent and reside in Contracted Housing. **Student Initials:**

**1. RENTAL AND PARKING ACCOMMODATIONS:** The landlord will provide the following rental accommodations, commonly known as: \_\_\_\_\_ located at (address) \_\_\_\_\_

in (city) \_\_\_\_\_ which the landlord warrants has received a BYU contract or will receive a final contract with BYU by the occupancy date in paragraph 2 below and will remain contracted by the Off-Campus Housing Office at Brigham Young University for the term of this contract. Apartment number or brief description of facility rented: \_\_\_\_\_ Bedroom rented: \_\_\_\_\_. Landlord has a total of \_\_\_\_\_ off-street parking spaces available and has contracted with BYU for a maximum of \_\_\_\_\_ tenants in this unit.

**2. TERM OF CONTRACT:** Occupancy shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, ("Commencement of Tenancy"), and shall terminate on the \_\_\_\_\_ day of \_\_\_\_\_, ("Termination"). **Rental rate:** Total rent for this period will be \$ \_\_\_\_\_ payable according to the following schedule: \_\_\_\_\_.

**3. LATE FEES:** The rent is to be paid to \_\_\_\_\_ at the following address: \_\_\_\_\_. If the student fails to pay rent in full no less than 5 days after it is due, student shall pay to landlord a late fee of \$ \_\_\_\_\_, plus \$ \_\_\_\_\_ for each additional day that the rent continues to be unpaid. Late fees shall not be exorbitant and must bear a reasonable relationship to actual damages suffered.

**4. UTILITIES:** If box is checked, service is provided by landlord\*:  gas  electricity  water  garbage  sewer  internet  cable  
 (\*See facility addenda for details) If a box is not checked, this utility is the responsibility of the student. This will require a tenant to place utilities in his/her name. A utility contract between roommates can be filled out and printed from the Off-Campus Housing website at the following url: [Utility Contract](#)

**5. SECURITY DEPOSIT:** The student will pay a security deposit to the landlord on the \_\_\_\_\_ day of \_\_\_\_\_, or, if a date is not specified, upon the signing of this Agreement. The amount of the deposit shall be \$ \_\_\_\_\_, which shall not exceed two months' rent.

*The terms and conditions found on the following two pages are incorporated herein by reference.*

\_\_\_\_\_  
Landlord or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Student

\_\_\_\_\_  
Date

**6. CONDITION OF PREMISES:**

- A. The student accepts the premises and any improvements as being in good order and repair, reasonable cleanliness included, unless otherwise indicated in writing, a copy of which must be submitted to the landlord within 48 hours of commencement of occupancy. The student shall return possession of the premises to the landlord in the same condition as received, reasonable cleanliness included, reasonable wear and tear and damages by the elements excepted.
- B. IF RENTING SIGHT UNSEEN, i.e. Student has not had the opportunity to inspect the unit covered by this lease, then landlord warrants that the unit to be occupied by tenant will be in good, habitable condition and will conform to any model unit\* shown to tenant in all material respects except as agreed. If the unit is not in good condition or does not conform to the model unit in some material respect, except as agreed to, student may give written notice to landlord that unless the deficiency is corrected within a specified reasonable time, the rental agreement will be void. If the landlord fails to correct the deficiency within the specified reasonable time, student has no further obligations under the rental agreement and the landlord must return all monies previously paid to him by student regardless of how denominated. \*(Model units are for show purposes. Assigned apartment units may have different flooring, paint color, furnishings and/or decor, but must contain appliances and furnishings in good working order in keeping with what was shown)

**7. TERMS AND CONDITIONS OF AGREEMENT:** Students and landlords agree to abide by applicable City, County, State, and Federal laws governing the rental relationship, this Agreement, and the rental property. No modifications of this Agreement may be made by strike-out or other writing except as provided herein. In addition to the terms and conditions of this Agreement, the landlord may establish, in writing, addenda and house rules covering, for example, check-in/check-out procedures, etc. Any additions to this Agreement, including the addenda, house rules, or procedures established by the landlord **must be attached to this Agreement at the time of its signing** and if the additions are in conflict with or supersede any part of this Agreement, they are invalid and unenforceable. In addition, written addenda and house rules that are unlawful, unreasonable, or inequitable shall not be enforced in mediation, arbitration or by any court. All fees and nonrefundable portions of the deposit must have a clearly defined purpose and the amount stated in writing at the time of agreement and shall not be exorbitant but must bear a reasonable relationship to actual damages suffered or costs incurred. The landlord shall provide the tenant with copies of all rental agreements, addenda, house rules at the time of agreement/billing, and provide notice for any bills (including, but not limited to, late fees) at the time they are incurred, and shall provide an itemized receipt for any money paid at the time of payment. **Secure** access to the premises must be provided and maintained for each resident during tenancy.

**8. RESIDENTIAL LIVING STANDARDS:** The landlord agrees to exercise reasonable effort to maintain and enforce the Residential Living Standards by all tenants as defined above by pursuing any legal or equitable remedy. Landlord's failure to take reasonable steps to maintain and enforce these standards after actual or written notice of any violation which affects the tenancy of the student from any source will constitute a material breach of this agreement and grounds for student to end the tenancy. Either party may submit the controversy by serving written notice to the BYU Off-Campus Housing Office. If the dispute continues unresolved, the matter may be referred to the BYU Center for Peace and Conflict Resolution ("CPCR"). Violation of the Residential Living Standards by the student shall be a material breach of this agreement and grounds for termination and eviction.

**9. DISPUTE SETTLEMENT:** When a landlord and a BYU student fail to settle any controversy with respect to the rental facilities or to their rental Agreement(s) after making a good faith effort on their own, all such controversies shall be submitted to the CPCR for mediation and if mediation is unsuccessful, binding arbitration. Both parties agree to make a good faith effort to settle such controversy through mediation and to be governed by the Mediation Rules of the CPCR unless the CPCR declines to mediate the controversy. If mediation fails to resolve the problem, either party may request arbitration by the CPCR. If either party requests arbitration, both parties agree to submit to the jurisdiction of the CPCR and be bound by its decision as rendered in accordance with its rules and regulations. The parties agree that the CPCR arbitrators have sole and exclusive right to determine all questions of law and fact and may grant any remedy or relief that the arbitrators deem just and equitable including specific performance. Any BYU student who fails to comply with an arbitrator's decision may have a hold placed on his or her university records and a stop and discontinuance on registration. Landlords who fail to comply with such decision(s) will be in material breach of their BYU contract for their facilities which then may be terminated. If civil court action is pursued to enforce the terms of this Agreement, mediation agreement, or the arbitration award, the non-prevailing party agrees to pay all costs in connection therewith, including a reasonable attorney's fee. Other non-BYU students may have alternative dispute procedures provided by their own institutions. Any landlord or facility that does not comply with any decision or mediation will not be eligible for a contract to provide Contracted Housing. Eviction: If a BYU student requests mediation after an eviction notice has been served, the CPCR must schedule mediation within 72 hours or three business days of being notified of the eviction notice.

**10. STUDENT OBLIGATIONS:** The student agrees to use the property as his or her personal residence. The student shall maintain the interior of the property in a reasonably clean and safe condition, use reasonable care in consumption of utilities and services furnished by the landlord, and avoid unreasonable noise or other disruption of the privacy and peaceful enjoyment of the premises by the landlord and other students. The student shall be responsible for any damage to the property beyond reasonable wear and tear by the student, members of the student's family, or persons invited on the property by the student. The student shall not make, or cause to be made, any alterations to the property or its contents without first obtaining the written consent of the landlord. The student agrees to notify the landlord in writing about any needed repairs or violations of the Honor Code or Residential Living Standards involving other students or residents. The BYU Student agrees to update their residential address on myBYU each semester/term, and failure to do so will result in non-compliance fees of up to \$175 and housing holds affecting their ability to register.

**11. REPAIRS AND MAINTENANCE:** The landlord agrees to maintain, at landlord's expense, both the interior and exterior of the property and any provided furnishings or appliances in a safe, reasonably clean, and operable condition and comply with all applicable State, County, City laws and the most recent edition of the BYU Minimum Specifications for Contracted Off-Campus Housing. The landlord shall respond promptly to any emergency, urgent problem, or critical repair on the property and work with due diligence to promptly complete the repairs or correct the problem. Specified critical repairs and the reasonable time to commence action for each are defined in the *BYU Off-Campus Housing Handbook*, Section 17.5. The *BYU Off-Campus Housing Handbook* is incorporated herein by reference. When there are non-critical problems on the property or a complaint about a failure of the facilities to comply with the BYU Minimum Specifications or any other applicable laws, the landlord shall respond in a reasonable time period and work with due diligence to correct the problem.

**12. LIABILITY OF LANDLORD:** **The landlord shall be liable for any damages or losses to person or property caused by the landlord's own negligence or breach of rental agreement obligations.** The landlord shall not be liable for any damages or losses to person or property caused by the student, other persons, the elements, fire, theft, or other catastrophes unless the same is due to the negligence of the landlord. The student is strongly advised to secure renters' insurance to protect his or her property from such occurrences.

**13. DELAYED POSSESSION:** If the landlord is unable to deliver possession of the premises at the commencement date of this Agreement, the student shall not be liable for any rent and may elect to terminate this Agreement at any time until possession is delivered. The landlord shall be liable for any damage caused thereby through the third day from the Commencement of Tenancy hereof, if possession is not delivered, or until the day the student terminates, whichever is earlier. This provision survives termination until damages are collected.

**14. TERMINATION OF UNIVERSITY CONTRACT:** Upon five days written notice to the landlord or its agent, students may terminate this Agreement at any time the dwelling unit does not have a contract to provide BYU Contracted Housing or is over-occupied. The landlord agrees to remit within five days the balance of any prepaid rental and/or deposit monies to any student electing to terminate his or her Agreement in accordance with this paragraph. The landlord may retain only a pro rata portion of nonrefundable fees.

**15. FIREARMS, WEAPONS, FIREWORKS, AND EXPLOSIVES:** Unless prior written consent is received from the landlord and all other students in the dwelling, neither the student nor the landlord or its agent, if residing in the same dwelling as the student, may store, keep, or maintain on the premises any firearms, weapons, fireworks, or explosives, including knives (except reasonable cutlery), or other items which, in their intended use, are capable of inflicting serious personal injury.

**16. ANIMALS:** No pet(s) shall be kept on the premises without the prior written consent of the landlord.

**17. GUESTS:** The student may not have overnight guests without notice to and written consent of the landlord and of all other students in the dwelling. If consent is given, a single student shall have only overnight guests of the same sex as designated for the dwelling. The landlord may charge the student having overnight guests a fee in the amount of a pro rata portion of the rent unless a fee is agreed to elsewhere in this contract. All guests must comply with the BYU Honor Code and Residential Living Standards when on the premises.

**18. PEACEFUL POSSESSION AND EXERCISE OF RIGHTS:**

- A. The landlord shall ensure the quiet enjoyment and peaceful possession of the dwelling for the student and shall not unjustly evict the student. Neither party shall harass or retaliate against the other or against other students for the exercise of his or her rights under this Agreement and Utah law.
- B. 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. If roommates are unable to agree on parameters, the Center for Peace and Conflict Resolution will attempt to mediate the concern.

**19. RIGHT OF PRIVACY AND INSPECTION:** Except in case of an emergency which threatens life or property, the landlord may not enter the property without consent of at least one of the residents or after at least 24 hours written notice as to the date and time of proposed entry. Such 24 hours written notice may be given to any legal- aged person in the rental unit or by posting a notice in a conspicuous place stating such intent to enter. The landlord may enter the property following 24 hours written notice as to the date and time of proposed entry only during reasonable hours and after knocking and only for the purpose of inspecting the premises, making necessary repairs or improvements, supplying necessary services, or showing the unit. Whenever the student asks the landlord to make repairs or provide agreed upon services, consent is deemed to have been given to the landlord to enter without a 24 hour notice but only to make the requested repairs and only after knocking and at reasonable hours. However, if the student gives any reasonable verbal or written objection to the landlord before entry, even when repairs have been requested, the landlord may not enter the property at that time. If the student's objection is not reasonable and the student refuses to allow the landlord lawful access, the landlord may terminate this contract and/or charge the student for damages, if any. The landlord and landlord's agents are responsible for losses of, or damage to, personal property of students due to negligence of landlord or landlord's agents who enter without student consent, or in violation of this paragraph.

**20. TRANSFER OF STUDENTS:** Unless circumstances warrant an immediate transfer, upon seven days written notice to the student, the landlord may transfer the student to an equally suitable apartment or room other than originally assigned for the purposes of consolidating students or other justifiable reasons. In all cases where the landlord transfers students for landlord's own purposes, the landlord agrees to pay nonrefundable utility hookup fees, if any, plus \$50 per person to cover other costs of moving. Such amounts shall be offered, at the student's option, either as an immediate payment to the student or as a credit toward the next money obligation due landlord from student.

**21. SECURITY DEPOSIT:** Students shall not be required to pay a deposit exceeding two months' rent. The landlord may apply the security deposit to any of the following obligations of the student:

- A. rent owed under the terms of this contract,
- B. damage to the property done by the student individually, or by persons invited on the property by the student, beyond reasonable wear and tear,
- C. other fees provided for in this Agreement, and
- D. cleaning of the unit, unless reasonably cleaned by the student, reasonable wear and tear excepted.

The balance of any deposit and prepaid rent, if any, and a written itemization of any deductions from the deposit, and reasons therefore, shall be delivered electronically or mailed to the student within 30 days after termination of the rental agreement, or within 15 days after receipt of the student's new mailing address, whichever is later. The student shall notify the landlord or designated agent of the location where payment and notice may be made or mailed. If there is damage to the rented premises, this period shall be extended to 30 days. If the landlord in bad faith fails to provide the student the appropriate refund and statement within the applicable time period stated above, the student may recover the full deposit, a penalty of \$100 and court costs. If the deposit is not returned by the end of the 30 day period, tenant may submit a "Tenant's Notice to Provide Deposit Disposition" found on the OCH webpage to the landlord.

**22. TERMINATION BEFORE OCCUPANCY START DATE:** At any time not less than 90 days before the commencement date in paragraph 2 of this Agreement, either party may terminate this Agreement by giving written notice to the other party and paying a \$50.00 fee to be paid at the time notice of termination is given. When the student gives notice of termination, any prepaid rental and/or deposit monies owed by the landlord shall be refunded to the student within 30 days of the notice of termination. When the landlord gives notice of termination, any prepaid rental and/or deposit monies owed by the landlord shall be refunded to the student at the time notice of termination is given. If notice to terminate is given after the 90th day before the commencement date in paragraph 2 of this Agreement, the terminating party may terminate this Agreement only upon conditions set forth in this Agreement.

**23. TERMINATION BEFORE OR AFTER OCCUPANCY START DATE:** The Agreement may be terminated prior to its expiration, with all rental charges prorated through the last day of tenancy under the following circumstances and conditions:

- A. Death of the student.
- B. The student, unforeseeably and unexpectedly, (1) suffers a catastrophic loss, (2) contracts a serious illness, or (3) becomes at high risk of contracting a serious illness based on the student's preexisting condition(s) that necessitates departure from Provo, or in cases where the student's permanent address is in Provo, necessitates departure from the rental property.

In such instances, termination of the Agreement is in effect after the landlord receives acceptable verification. Student shall forfeit security deposit.

- C. If the student leaves school due to a verified call into active military duty, the student may terminate further contractual obligation after five days written notice to landlord as outlined in the Service Members Civil Relief Act of 2003.
- D. If at any time during the term of the contract the student graduates from BYU, receives a mission call and will enter the MTC, gets married, or is required to do an internship for graduation which necessitates leaving the area, the student may terminate with 120 days written notice and shall forfeit the security deposit and legal deductions (legal deductions or the security deposit do not include the last month's rent). A Tenant may be released seven days prior to the marriage day, if the 120-day notice has been met. Tenants must submit to the landlord, a verification of their graduation, a copy of their mission call, a copy of the marriage certificate, or a verification of a required internship within 30 days after termination. After receiving the 120-day written notice and once the student moves, the landlord may re-let the rental space and thus relieve the student of any further obligation under this Agreement or continue to collect rents for the full duration of the 120 days. If the rental space is re-let, the student shall not forfeit the security deposit. The student's rent obligation continues 120 days from the date written notice is given to the landlord.
- E. After student gives notice of his or her intent to vacate the property, if the student or landlord finds a suitable substitute student who executes a new rental Agreement with the landlord, the student may terminate without further contractual obligation. The last day of tenancy shall be the day before the substitute tenancy begins and the landlord shall not unreasonably decline to accept any suitable substitute student or aid the student in finding and renting the property to any suitable substitute student. Landlord may charge the student a reasonable fee for costs of early termination under this subsection provided such fee is agreed to in writing. If the student finds a suitable substitute student, which the landlord refuses to accept in a timely manner, the student may terminate without penalty or further contractual obligation. No subleasing or assignment is permitted.
- F. After written notice from the student of any material, substantial, or continuing breach of this Agreement by the landlord or of a failure of the landlord to take reasonable steps to enforce the Residential Living Standards and the landlord fails to correct the problem within a reasonable amount of time, the student may terminate without penalty or further contractual obligation upon written notice of termination, or, in the alternative if requested by the student, the student may receive a rebate in rent as determined in arbitration or a court of law.

**24. TERMINATION BY LANDLORD:** In any of the following instances the landlord may elect to terminate this lease, re-enter and take possession of the premises

after notifying the student in writing pursuant to Utah Law:

- A. Failure of the student to make any payment required under this Agreement when due;
- B. When the cost of damages caused by the student or his or her invitees exceeds the amount of the security deposit;
- C. When the student causes any material, substantial, or continuing breach of this Agreement;
- D. When the student violates the Residential Living Standards, or is not eligible to live in University Contracted Housing as defined in the Certification of Student Status paragraph above; actions by the tenant do not cancel the contract, only tenancy; or
- E. When the student's conduct interferes with other residents' rights to peaceful enjoyment of the premises, recklessly endangers human life including self, or when the student assaults, harasses, disturbs the peace of, intentionally damages, defaces or destroys the property of, or threatens physical harm against other students, the landlord or its agent, or when the student suffers, permits, or maintains any nuisance, or any health or safety hazard on the premises.

Landlord shall re-enter and take possession under the terms of this lease only by lawful means pursuant to a court order or after the premises have been surrendered or abandoned by the student. Landlord shall not re-enter by means of force or seek to reclaim the premises by lockout, or termination of essential services. If the landlord re-enters the premises in accordance with this paragraph, or any other provisions authorizing forfeiture, the landlord shall use his or her best effort to re-rent the premises on reasonable terms and the student agrees to pay landlord any differences between rent agreed herein and rent collected from re-rental of the premises for the remaining term of this lease. If the student, without just cause, fails to comply with legal notices of eviction or court orders, the student agrees to pay all costs of eviction including legal penalties provided by law and a reasonable attorney's fee.

**Any successor to the owner's interest in the premises after the owner and student sign this contract shall be bound by the provisions of the contract.**

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## ADDENDUM TO LEASE

This Addendum to Lease (this "**Addendum**") is an addendum to the BYU Student-Landlord Rental Agreement (the "**Lease**") entered into by and between The Riviera ("**Landlord**") and \_\_\_\_\_ ("**Resident**"), in which Landlord agreed to lease to Resident a unit (the "**Premises**") located in The Riviera apartment complex at 1505 N Canyon Road, Provo, Utah 84604 (the "**Community**"). For the purposes of this Addendum, "Resident" shall include any family members of Resident residing in the Premises who have been approved by Landlord.

The terms of this Addendum are considered part of the Lease and are incorporated therein for all purposes. All capitalized terms used in this Addendum and not otherwise defined herein shall have the meaning set forth in the Lease, unless expressly provided to the contrary in this Addendum. In the event that the terms of this Addendum are inconsistent with the terms of the Lease, the terms of the Lease shall control.

By signing this document, you fully acknowledge that you have read and understand each and every paragraph contained herein. Your occupancy of the apartment you have selected is contingent upon your understanding and acknowledgment of this statement. Do not sign this disclosure if you do not understand any portion of it or if you are in disagreement with any statement contained herein.

**ENVIRONMENTAL INDEMNIFICATION.** To the extent allowed by law, Resident expressly assumes and accepts any and all risks involved or related to the presence in the Community of any and all health affecting substances, and any power lines in the vicinity of the Premises. Resident waives all claims and causes of action of any kind or nature, at law or in equity, including, but not limited to (i) claims or causes of action arising by statute, ordinance, rule, regulation or similar provision, against Landlord and Landlord's agents, principals, employees, legal representatives, affiliates, assignees, successors in title, partners, shareholders, officers and directors (herein collectively called the "**Landlord Affiliates**") with respect to any health hazard occurring in connection with the presence in the Community of materials containing potentially health affecting substances, and (ii) claims arising out of or based upon any potentially health affecting substances brought, or allowed to be brought, into the Community by Resident or any guest or other person living in, occupying, using or residing in the Premises. Resident agrees to defend, indemnify and hold harmless the Landlord Affiliates against and from any and all actions, causes of action, claims, demands, liabilities, losses, damages and expenses of whatsoever kind, including, but not limited to, attorneys' fees at both the trial and appellate levels, that any or all of the Landlord Affiliates may at any time sustain or incur by reason of any and all claims asserted against them.

**HOT WATER.** The water temperature in the unit is set at 120 degrees Fahrenheit or below. When the water temperature is 120 degrees Fahrenheit or below, bacteria may enter the water heater or associated plumbing and accumulate. If Resident desires the thermostat to remain at 120 degrees Fahrenheit or below, Resident assumes any and all risks associated with any bacterial growth in the water heater or associated plumbing. Resident acknowledges that some communities managed by Landlord have heating and cooling services supplied by a boiler/chiller system. If this community and/or this apartment unit receives such services, Resident acknowledges that adjustment to the heating or cooling levels for any one specific apartment unit is not possible and that the changeover between phases of the system cannot be made specifically for any one apartment unit. Resident also acknowledges that to achieve full heating potential, Landlord may find it necessary to increase the temperature of the heated water during the colder months of the year when compared to the warmer months. Resident should be aware that some units may be equipped with an HVAC heating system which operates on hot water. To achieve full heating potential, it may be necessary to increase the temperature of the water heater during the colder months of the year. Resident should also be aware that some units operate on centralized hot water systems which service multiple units and as such individual adjustments in temperatures will not be possible. If Resident desires the water temperature in the Premises to be higher than 120 degrees Fahrenheit and the Premises has an individual hot water heater, Resident will request, in writing, the temperature of the hot water heater to be adjusted by Landlord, and Resident shall specify the desired temperature at which Landlord is requested to set the thermostat. Resident understands that if the temperature is set above 120 degrees Fahrenheit, that the water released from the taps in the Premises may scald or burn anyone using water, and potentially cause severe injury. Resident may

not tamper with or adjust the water temperature thermostat in the Premises in any way without written authorization from Landlord. Resident agrees to indemnify and hold Landlord harmless in any action involving any injury related to the temperature of the water, the water system or the associated plumbing in the Premises.

**SUCCESSORS.** The terms and conditions contained in this Addendum shall be binding upon and inure to the benefit of Landlord and Resident and their respective heirs, executors, administrator, personal representatives, successors and assigns.

**CREDIT REPORTING.** Resident understands and agrees that Landlord may report Resident's credit and rental payment information to the national credit reporting agencies at any time throughout Resident's tenancy, including but not limited to Experian, TransUnion, and Equifax. If applicable, Resident agrees to have Landlord submit their positive and/or negative rental payment history data to Experian Rent Bureau or any other rental history data company on an ongoing basis.

**AUTHORIZATION FOR RELEASE OF INFORMATION.** Resident understands and agrees that personal information may be needed from time-to-time for third-party vendors, including but not limited to, package delivery systems, restoration and/or other service providers. Resident has been informed that this authorization is limited to tenant-related information only, including name, address, phone number, email address and other contact information, which will be maintained confidentially by the third-party vendor. Resident provides permission for Landlord to distribute such personal information. Resident agrees that Landlord is not responsible for any breach in the information provided to any third-party vendor and that Resident is responsible to properly report any such breach to the third-party vendor and work directly with such provider to remedy the breach.

**SNOW AND ICE REMOVAL.** Resident understands that Landlord is not responsible for removing snow or ice from walkways, steps, driveways, and parking lots. Landlord will not be responsible for removing snow from around vehicles that has been plowed in by snowplow. Snow and ice removal from walkways, steps, driveways and parking lots, if provided by Landlord, is a courtesy only and it is not guaranteed unless otherwise specified in writing. Resident is aware that the walkways, steps, driveways and parking lots may be slippery especially during the winter months based on weather conditions. Even if the walkways, steps, driveways and parking lots have been shoveled, plowed or treated with salt/chemicals, Resident understand that slippery conditions often appear without notice and are not visible. Resident, their occupants and guests agree to release and hold Landlord harmless for any damages or accidents caused by and/or related to inclement weather conditions. Residents are solely responsible for snow removal from individual parking spaces, patios/decks and other areas within the Resident's control.

**PARENTAL OR SPONSOR'S GUARANTY.** Parental or Sponsor Guaranty acts as additional security in the event there are damages exceeding normal wear and tear, or in the event rent is not paid. Parental or Sponsor Guaranty will remain in effect for the duration of time Resident occupies the Premises. Resident understands that the Landlord is relying upon the Resident's execution of this Lease in making lease space decisions and that it will remove the lease space from its inventory of available lease space upon signing. Resident further acknowledges, understands and agrees that he or she has been advised that the Landlord will, nonetheless, require that a binding Parental or Sponsor Guaranty be executed if the Resident cannot prove monthly income of two times the monthly rent amount. Resident also understands that a Parental or Sponsor Guaranty must be obtained directly from the parent and sponsor and that the Landlord reserves the right to exercise all available remedies, both civil and criminal, for any falsification or forgery of such guaranty, the guaranty constituting an essential inducement for the grant of the Lease by Landlord. Notwithstanding the foregoing, Resident acknowledges, understands and agrees:

- The Lease is fully binding regardless of failure to submit a Parental or Sponsor Guaranty; and
- Landlord reserves the right to exercise all available remedies for Resident's failure to provide and to maintain a Parental or Sponsor Guaranty, including, but not limited to, eviction (without waiver of all other rights, including collection of rent due under the Lease for its full term)

## GENERAL CONDITIONS

**BYU RESIDENTIAL LIVING STANDARDS.** In the event Resident is a BYU student of Brigham Young University (“BYU”), Resident has agreed to comply with BYU’s Honor Code and Residential Living Standards, as discussed more fully in the Lease, which Landlord has a responsibility to maintain in the Community. As such, Resident hereby requests Landlord to report to BYU any violation of the BYU Honor Code or Residential Living Standards by Resident which is actually observed by Landlord or of which Landlord receives notice, and Resident hereby waives any claim for damages against Landlord, its owners, agents, and employees arising in connection with such report. Resident agrees to act affirmatively to see that the BYU Honor Code and Residential Living Standards are maintained in the Community and to immediately notify Landlord’s on-site manager in writing of any violations thereof by Resident, Resident’s guests, other residents, or their guests.

**CLEAN AND TIDY APARTMENT.** RESIDENT SHALL MAINTAIN THE PREMISES AND PORCH AREAS IN A REASONABLY CLEAN, SAFE, AND TIDY CONDITION AT ALL TIMES. For the purpose of enhancing the living environment of all residents, assisting in maintaining good roommate relations, and to protect The Riviera’s property from damage, Landlord will inspect the Premises for damages and maintenance on a monthly basis or as otherwise deemed necessary in Landlord’s sole discretion. If cleaning is not satisfactorily completed by the scheduled date of inspection in the sole discretion of Landlord, the Premises will require reinspection, and a \$10 fee will be assessed to Resident. If upon the recheck, the failed items are not cleaned, a company will be hired out to clean and Resident will be charged a cleaning fee of \$35/hour, with a one-hour minimum charge. A renewal of the Lease may be denied if Resident fails two or more inspections. A \$50 non-compliance fee will be assessed to Resident if Resident refuses cleaning check personnel or the cleaning crew access to the Premises after proper notice was given by Landlord. Not complying with cleaning checks and inspections will result in the immediate initiation of the eviction process.

White glove cleaning checks will be performed at the end of the Lease term and no re-inspection will be offered for such white glove checks. If cleaning is not satisfactorily completed by the date of the white glove cleaning check, Resident will be subject to a \$50 failed inspection fee plus \$35/hour cleaning fee with a one-hour minimum charge. Items left behind at the end of the Lease term will be subject to a \$50 hauling fee.

**HOUSEHOLD ODORS.** Resident acknowledges that odors caused by cooking or use of strong chemicals or from any other source should not interfere with other residents’ rights to the quiet enjoyment of their units in the Community. Resident agrees to utilize proper fans and ventilation when cooking. Landlord will make all reasonable efforts to minimize disturbance but due to close proximity of living it is not possible to prevent such odors completely.

**CONDITION OF THE PREMISES AND ALTERATIONS.** RESIDENT HEREBY ACCEPTS THE PREMISES AND ALL ASPECTS THEREOF IN “AS IS”, “WHERE IS” CONDITION, SUBJECT TO ALL LAWS, WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED EXCEPT AS SET FORTH IN THE LEASE, “WITH ALL FAULTS,” INCLUDING BUT NOT LIMITED TO BOTH LATENT AND PATENT DEFECTS. EXCEPT AS SET FORTH IN THE LEASE, RESIDENT HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION AND USE OF THE PREMISES. Resident will be provided an Inventory and Condition form on or before move-in. Within 48 hours after move-in, Resident must sign and note on the form all defects or damage found in the Premises and return it to Landlord. Otherwise the Premises and all aspects thereof will be considered to be in a clean, safe, and good working condition.

**OCCUPANTS.** Resident acknowledges that Landlord has the right to assign a roommate or roommates (the “Roommate(s)”) to reside with Resident in the Premises before or during the term of this Lease, and Resident’s right to occupy the Premises common area is only as a co-occupant with the Roommate(s), all of whom will execute separate lease agreements with Landlord to occupy their exclusive spaces and the Premises common area. Resident acknowledges that whether or not the Roommates have been selected by Resident or by Landlord, Landlord is not responsible or liable for any claims or action of any nature whatsoever relating to, arising out of or connected with disputes between Resident and the Roommates or between Roommates. For purposes of operating harmoniously and efficiently, Landlord reserves the

right at any time, upon seven (7) days prior written notice to Resident and without cost to Resident, to relocate Resident to another bedroom in the Premises or to another unit within the Community.

Resident agrees that there will be no more than one person per bed in the Premises. If any other person resides with Resident without prior written authorization from Landlord, Landlord may, at its sole option, declare the Lease in default. Resident further agrees that Resident shall not sublet the Premises in whole or in part or assign the Lease and any attempt to do so shall constitute a default hereunder. Although Resident may have visitors occasionally, Resident is not permitted to have any overnight guests without the prior written consent of Landlord and all of Resident's Roommate(s). Resident must be home when its visitors are in the Premises. Landlord may charge Resident a fee for overnight guests in the amount of a pro rata portion of the monthly rent owed. The occupancy of the Premises by an unauthorized guest shall be deemed a violation of the Lease, and Landlord shall be entitled to declare the Lease in default and exercise any other remedies available to Landlord under the Lease, at law or in equity, including terminating Resident's right of occupancy.

**SECURITY DEPOSIT.** The total security deposit for Resident is \$225 (the "Security Deposit") and is due to Landlord 30 days before the Commencement of Tenancy. The Security Deposit is not rent and shall not be applied by Resident as payment in whole or in part of any amounts due and payable by Resident under the Lease, including last month's rental installment payment. In the event that there is damage to the Premises or Landlord's property located therein and Landlord elects to repair the same during the term of the Lease, the cost of such repair shall be deducted from the Security Deposit and Resident shall promptly deposit with Landlord the amount necessary to reestablish the required Security Deposit.

The Security Deposit will be returned to Resident within 30 days after termination of the Lease or within 15 days after receipt of Resident's forwarding address, whichever is later, provided all of the following conditions are met to the satisfaction of Landlord:

- Full term of Lease expires and Resident vacates the unit.
- Unit is left in its original condition (normal wear and tear excepted).
- Resident places all rubbish, debris, and discards in the Community's outside refuse containers and removes all personal items from the Premises.
- The Premises (including appliances, bathrooms, closets, cabinets, fixtures, etc.) passes a final cleaning inspection by Landlord.
- There is no damage to the Premises or Landlord's property, appliances, window coverings, or carpet beyond normal wear and tear. For the avoidance of doubt, carpet stains, burns, tears, etc. are not considered normal wear and tear.
- Resident returns all keys (apartment, mailbox, and other assigned keys), access cards, key fobs and applicable parking permits to Landlord.
- Resident has not breached any of the other terms of the Lease and/or any applicable regulations.
- Resident's forwarding address has been furnished to Landlord.

In the event of any violation of the terms of the Lease by Resident or in the event of any damage to the Premises beyond fair and normal wear and tear, deductions against the Security Deposit exceeding the amount of the Security Deposit shall immediately become due and payable from Resident.

**SHORT-TERM RENTALS.** Residents are prohibited from offering all or part of the Premises for short-term rental, such as through AirBNB, VRBO or other such sites. Offering the Premises for short-term rental includes (i) advertising and (ii) any and all other activities involved in locating short-term renters and or disseminating information regarding the possible availability of the Premises for rental by short-term or transient occupants on sites such as Expedia, Priceline, hotels.com, booking.com, Airbnb or other similar locator websites, or web-based, electronic media, or private websites for individuals or companies. Allowing any person who is not an approved resident to occupy any portion of the Premises for any period of time whatsoever, for any compensation or consideration whatsoever (including, without limitation, the payment of money and/or trade and/or barter of other goods, services, or property occupancy rights) shall constitute an attempted

subletting or assignment under this Agreement, and Landlord shall be entitled to declare the Lease in default and exercise any other remedies available to Landlord under the Lease, at law or in equity, including terminating Resident's right of occupancy.

**RENT INSTALLMENTS, RENT AND CHARGES.** The first rental installment is due 30 days before the first day in which your lease begins. During the remainder of the Lease term, Resident must pay the monthly rental installment on or before the 1st day of each month (due date). Rental installments are payable by check, cashier's check, debit card or credit card. All card payments are subject to a service fee. Resident has no right to withhold rent for any purpose, even an act of God, or to reduce or offset rent payable to Landlord in the amount of any costs or damages Resident claims against Landlord unless expressly authorized by statute. Landlord may, at its option, require at any time that Resident pay all rent and other sums owed by online credit payment, certified or cashier's check, or one monthly check rather than multiple checks. Cash, international funds, money orders, or temporary checks will not be accepted. **If rent is paid after the 5<sup>th</sup> of the month, a late charge of \$25 will be applied along with a \$25 Service of Notice fee per notice that must be delivered to Resident. If payment is not received before the 10<sup>th</sup> of the month, another late fee of \$20 will be charged.** If payment is received by check that is unpaid by the financial institution for any reason, Resident must immediately replace such returned check with a cashier's/certified check or credit card payment. After two returned checks, Resident must make all future payments by cashiers/certified check or credit card. A charge of \$25 for each returned check or rejected automatic electronic draft, plus initial and daily late charges from the due date will be charged until Landlord receives acceptable payment. If a rental installment is not paid on time, Resident will be delinquent and all remedies under state law and this Lease will be authorized.

***Fees are as follows:***

- a) Non-refundable Application fee (N/A for Renewals): \$50 due upon application.
- b) Non-refundable Administration fee (N/A for Renewals): \$50 due upon application.
- c) Initial late charge on the 6<sup>th</sup> day of the month if rent is not paid in full by the 5<sup>th</sup>: \$25.
- d) Second late charge on the 10<sup>th</sup> day of the month: \$20
- e) Returned check charge per returned check: \$25
- f) Transfer fee for exclusive bed space to another exclusive bed space: \$75
- g) Lease violations:
  - a. First violation: \$50
  - b. Second violation: \$100
  - c. Third violation: \$200
  - d. Notwithstanding the foregoing, Landlord reserves the right to terminate the Lease for any violations of its terms by Resident, as permitted by the Lease.
- h) Lease Violation Notice Fee: \$25 charge for each notice Landlord must serve to Resident to correct a Lease violation.
- i) Contract Transfer Fee: \$175. Due prior to moving out and Security Deposit cannot be applied.
- j) Monthly Internet Fee: \$20 per month due with the monthly rent each month.
- k) Parking Fee: \$25 per month for general parking permit.

**PAYMENTS.** Payment of all sums is an independent covenant. At Landlord's option and without notice, Landlord may apply money received from Resident first to any of Resident's unpaid obligations under the Lease and then to current rent, regardless of any notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon demand. After the due date, Landlord shall have no obligation to accept the rent or any other payments from Resident.

**UTILITIES.** For Resident's convenience, gas, electricity, water, sewer, and trash will be billed back to each resident at a flat rate charge of \$25 per resident, per month, which is due on the 1<sup>st</sup> of the month with the monthly rent installment. A Communication Fee of \$20.00 per resident, per month, will be charged to provide high speed internet service which is also due on the 1<sup>st</sup> of the month with the monthly rent installment. Due to the nature of bulk accounts and rent by the bed housing, an individual resident or apartment may not opt-out of this communication package.

**INTERNET AND UTILITY CONNECTIONS.** Landlord does not warrant that internet or utility services will be free from interruption, disconnections, errors or other out-of-service conditions. The Lease and this Addendum excludes all warranties, express or implied, regarding these services. Landlord shall not be liable for any direct, indirect, incidental, consequential, or special damages of any kind whatsoever in connection with these services. For timely repair, interruptions must be reported immediately to Landlord.

**PEST CONTROL.** Unless prohibited by statute or otherwise stated in the Lease, Landlord may have extermination operations conducted in the Premises several times a year and as needed to prevent infestation. Resident agrees to perform the tasks necessary to prepare the Premises for extermination, including:

- Removing infants and young children from the Premises;
- Removing approved animals or placing them in bedrooms with notification to Landlord;
- Removing chain locks or other obstructions on the day of service;
- Removing contents from shelves and floors where pests have been seen;
- Cleaning all cabinets, drawers, and closets in kitchen and pantry; and
- Refraining from wiping out cabinets after the treatment.

Resident is solely responsible for notifying Landlord in writing, prior to any extermination, of any anticipated health or other concerns related to extermination and the use of insecticides. If the Premises is not prepared for a scheduled treatment date, Landlord has the right to prepare the Premises and charge Resident accordingly. Resident must request extermination treatments in addition to those regularly provided by Landlord in writing. To reduce the possibility of pests, Resident shall:

- (i) store all food in sealed containers;
- (ii) not leave food or dirty dishes out;
- (iii) empty all cans and bottles and rinse them with water;
- (iv) remove trash immediately; and
- (v) do not leave windows or doors open allowing pests to enter.

**RESIDENT'S MAINTENANCE OBLIGATIONS.** Resident must use customary diligence in maintaining the Premises and not damaging or littering the common areas. Resident may not make any repairs or otherwise alter the Premises (including without limitation, painting, wallpapering, carpeting, or making electrical changes) unless authorized by statute or with Landlord's prior written consent. No holes or stickers are allowed inside or outside the Premises; provided, however, that Resident is permitted to make a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood paneled walls, unless Landlord's rules state otherwise. No water furniture, washing machines, additional phone or TV cable outlets, alarm systems, or lock changes, additions, or rekeying are permitted unless statutorily allowed or Landlord has provided its prior written consent. Resident will not alter, damage, or remove Landlord's property and fixtures located in the Premises, including without limitation, any alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, or security devices. When Resident moves into the Premises, Landlord will supply light bulbs for fixtures furnished by Landlord, including exterior fixtures operated from inside the Premises. After move in, Resident will replace the light bulbs at its sole cost and expense with bulbs of the same type and wattage. Any improvements or alterations made by Resident to the Premises (whether or not Landlord consents to such improvements or alterations pursuant to the terms of this paragraph) will become the property of Landlord unless Landlord agrees otherwise in writing. Notwithstanding the foregoing, Landlord reserves the right to require that Resident restore the Premises (or tender to Landlord a payment of equivalent value of the costs of restoration) to the same condition that existed prior to Resident's alterations.

**LANDLORD'S MAINTENANCE OBLIGATIONS.** Except in the event of an emergency, if Resident has a request for repairs or service to the Premises, or for repairs or replacements of security devices, the request must be made in writing to Landlord. In case of malfunction of utilities or damage by fire, water, or similar cause, Resident must notify Landlord

immediately. In case of malfunction of air conditioning or other equipment, Resident must notify Landlord in writing as soon as possible. Additionally, Resident is required to promptly notify Landlord in writing of: water leaks, electrical problems, carpet holes, broken glass, broken locks or latches, or any other condition which Resident reasonably believes poses a material hazard to health or safety. Once Landlord receives the notice, Landlord will act with reasonable diligence in making repairs and reconnections. Resident may not stop paying rent or reduce the amount of the rent payment due while Resident awaits Landlord's completion of said repairs and reconnections, except to the extent expressly permitted by law.

Landlord will be permitted to temporarily turn off equipment and interrupt utilities in order to avoid property damage or to perform work requiring such interruption as determined in Landlord's sole judgment. Landlord will not be liable to Resident for any inconvenience, discomfort, disruptions, or interference with Resident's use of the Premises due to making repairs, alterations or improvements to the Premises or the Community. If Resident requests any repairs, they will be performed during Landlord's usual working hours.

At Landlord's election, Landlord can require Resident to either prepay or repay Landlord, within 10 days after an invoice, for the cost of all repairs made necessary by Resident's or Resident's guest's violation of this Lease. This includes the negligent or careless use of the Premises or any part of the Community, including without limitation, damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom, damages to furniture, appliances, doors, windows or screens, damage from window or doors left open, and repairs or replacements to security devices necessitated by the misuse of, or damage to, the devices by Resident or Resident's guests (this includes damages that may have been caused to the Premises by Resident's Roommate(s) if Landlord cannot determine who is responsible). If Resident prepays the cost of repairs, any overpayment will be applied against any amount that Resident owes Landlord, and the remainder will be returned to Resident. If Resident's prepayment was less than the cost incurred, Resident will pay Landlord that amount within ten (10) days after Landlord sends an invoice. Resident's obligations to pay the charges described in this paragraph will survive after the termination of the Lease. All damages will be billed to Resident within 10 days.

**MAINTENANCE EMERGENCIES.** Service requests will be handled after office hours if they are emergencies. After business hours, emergency service requests can be reported by calling the office. The on-duty service technician will be notified and will respond as quickly as possible. Emergency maintenance requests include but are not limited to the following:

- No hot water or running water in the Premises
- No heat or air-conditioning when outside temperatures are less than 50 degrees or higher than 80 degrees
- Electrical or gas failure of any nature
- Stopped up toilet if only one is available in the Premises
- Water problems such as leaks, severe back-ups, or broken pipes
- Any unsecured apartment entry
- Fire (call 911 immediately)

**RIGHT OF ACCESS.** Landlord shall have right of access to the Premises with 24-hour advance written notice or consent from at least one of the residents for inspection and maintenance during reasonable hours. In case of an emergency, Landlord may enter at any time to protect life and prevent damage to the Premises. Landlord will be conducting periodic inspections and visitations for the purposes of pest control, preventative maintenance, repairs, and inspections of property.

**TERMINATION BY RESIDENT OR AUTOMATIC TERMINATION.** The Lease and Resident's tenancy hereunder may be automatically terminated or terminated by Resident prior to its expiration and with all rental and other charges prorated through the last day of Resident's tenancy, under the following circumstances and conditions:

- a) If Resident finds a suitable substitute student reasonably acceptable to Landlord who enters into a new lease agreement with Landlord for the remainder of Resident's term and thereby becomes subject to all of Resident's

obligations hereunder and the conditions hereof, and Resident also pays the transfer fee (\$175) herein set forth, Resident may terminate the Lease without penalty or further contractual obligation. (NOTE: Resident shall not have the power or authority to sublease.)

b) If any of the circumstances and conditions set forth in Section 23 of the Lease apply.

**TERMINATION BY LANDLORD.** Landlord, at its option and upon written notice to Resident pursuant to Utah law, may terminate the Lease, re-enter and take possession of the Premises for any of the following additional reasons:

- a) At any time Resident causes a material, substantial, or continuing breach of the Lease, including a failure to make any payment required when due, or, at the option of Landlord, to remedy the same after request by Landlord;
- b) If false representations were made by Resident upon which Landlord reasonably relied in entering into the Lease;  
or
- c) If the Premises or Community, or a part thereof, is destroyed or rendered unusable by fire or other calamity.

**UNLAWFUL MOVE-OUT.** Resident will be liable to Landlord for all rent due during the Lease term if Resident:

1. Fails to move in;
2. Moves out without paying rent in full for the entire Lease term or renewal period;
3. Moves out at Landlord's demand due to a Resident default; or
4. Is judicially evicted.

**LANDLORD CANNOT PROVIDE ASSURANCES AND DOES NOT REPRESENT THAT YOUR SPACE WILL BE RELET OR THAT A REPLACEMENT RESIDENT WILL BE FOUND IF YOU FAIL TO TAKE POSSESSION, IF YOU ARE CONTEMPLATING AN EARLY MOVE-OUT, OR IF THE SPACE IS VACATED FOR ANY OTHER REASON. YOU WILL REMAIN OBLIGATED UNDER THIS LEASE AND WILL NOT BE RELEASED SHOULD YOU VACATE OR FAIL TO TAKE POSSESSION.**

**REMOVAL AFTER SURRENDER, ABANDONMENT, OR EVICTION.** Landlord or law officers may remove or store all property remaining in the Premises or in outside common areas (including any vehicles Resident or Resident's guest owns or uses) if Resident is judicially evicted or if Resident surrenders or abandons the Premises in accordance with local and state laws.

**REDEMPTION.** If Landlord seizes and stores Resident's property as authorized by Utah law, Resident may redeem the property by paying all delinquent rent due at the time of seizure. But if notice of sale (set forth as follows) is given before Resident seeks redemption, Resident may redeem only by paying the delinquent rent and reasonable charges for packing, removing, and storing. If Landlord removes and stores property after Resident's surrender, abandonment, or judicial eviction, Resident may redeem only by paying all sums owed, including rent, late charges, reletting charges, storage, damages, etc. Landlord, at its option, may return redeemed property at its place of storage, the management office, or the Premises.

**DISPOSITION OR SALE.** Except for animals and property removed after the death of the sole resident, Landlord may throw away or donate to a charitable organization all items of personal property that are: (1) left in the apartment after surrender or abandonment; or (2) left outside more than 1 hour after a writ of possession is executed following an eviction. Animals removed after surrender, abandonment, or eviction may be kenneled or turned over to local authorities or humane societies. Property not thrown away or donated to charity may be disposed of only by sale, which must be held no sooner than 30 days after written notice of date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to Resident's last known address. The notice must itemize the amounts owed, list the name, address, and phone number of the person to contact about sale, and note Resident's right to redeem property. The sale may be public or private, is subject to any third party ownership or lien claims, must be to the highest cash bidder, and may be in bulk, in batches, or item by item.

**MILITARY PERSONNEL CLAUSE.** Under the following circumstances, Resident may terminate the lease by giving Landlord written notice if: (1) Resident is or becomes a member of the U.S. Armed Forces on extended active duty and receives change-of-station orders to permanently depart the local area, or if Resident is relieved from active duty (subject to the exception noted below); or (2) Resident is deployed to a foreign country as a member of the U.S. Armed Forces and is not continuing to receive a housing allowance from the military. In either case, upon Resident's notice, the Lease will terminate under this clause 30 days after the date on which Resident's next rental payment is due. A future date of deployment or station change must be before the Lease term ends. Resident must furnish Landlord either a copy of the official permanent change-of-station orders or a deployment letter or order. Military permission for base housing does not constitute a permanent change-of-station order. After move-out, Resident is entitled to the return of the Security Deposit, less lawful deductions. When signing or renewing a lease, if Resident already has deployment or change-of-station orders, or if Resident knows that Resident will be retiring or that Resident's enlistment term will end before the end of the Lease term, Resident will not be released from the Lease without Landlord's prior approval. Deployment or station change orders will only release Resident who qualifies under (1) or (2) above and receives such orders during the Lease term.

**RESIDENT SAFETY AND PROPERTY LOSS.** Resident and Resident's guests must exercise due care for both their and others' safety and security, especially in the use of smoke detectors, door and window locks, and other safety or security devices. Resident agrees to make every effort to follow the security guidelines listed below in this Addendum. Window screens are not for security or for keeping people from falling out. Landlord is not liable to Resident or Resident's guests for personal injury or damage or loss of personal property from any cause, including but not limited to, fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, or surges or interruption of utilities; except to the extent that such injury, damage or loss is caused by Landlord's gross negligence or the gross negligence of the Landlord's manager. Resident is encouraged to obtain its own insurance for personal property losses due to such causes.

**SMOKE DETECTORS.** Landlord will furnish smoke detectors as required by statute or city ordinance and will test them and provide working batteries when Resident first takes possession of the Premises. After that, Resident must pay for and replace batteries as needed unless the law provides otherwise. Landlord may replace dead or missing batteries at Resident's expense, without prior notice to Resident. Resident must immediately report smoke detector malfunctions to Landlord. Neither Resident nor Resident's visitors may disable smoke detectors. If Resident damages or disables a smoke detector or removes a battery in a smoke detector without replacing it with a working battery, Resident will be liable to Landlord and others if: (1) Resident fails to report malfunctions or (2) any loss, damage, or fines result from fire, smoke or water.

**CASUALTY LOSS.** Landlord is not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from casualty losses including but not limited to fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, pipe leaks, theft or vandalism unless otherwise required by law. Unless Landlord instructs otherwise, Resident must, for 24 hours a day during freezing weather, (1) keep the Premises heated to at least 50 degrees; (2) keep cabinet and closet doors open and (3) drip hot and cold-water faucets. Resident will be liable for damage to Landlord's and others' property if said damage results from broken water pipes caused by Resident's violation of these requirements.

**CRIME OR EMERGENCY.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. Resident should then contact Landlord's representative. Resident will not treat any of Landlord's security measures as an express or implied warranty of security or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, Landlord is not liable to Resident or any guests for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Even if previously provided, Landlord is not obligated to furnish security personnel, patrols, lighting, gate or fences or other forms of security unless required by statute. Landlord is not responsible for obtaining criminal history checks on any residents, occupants, guests, or contractors in the Community. If Resident or Resident's guest is affected by a crime, Resident must make a written report

to Landlord's representative and to the appropriate law enforcement agency. Resident must also furnish Landlord with the law enforcement agency's incident report number upon request.

**EXTENDED PHYSICAL ABSENCE.** If Resident is absent from the Premises for an extended period of time at any point during the Lease term, Resident agrees to periodically check in on the Premises. Resident understands that Resident is fully responsible for Resident's bed space and a pro rata share of the common area in the Premises if preventable property damage (including, but not limited to, damage caused by water leaks, power outages, equipment malfunction, fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in-progress, etc.) occurs during Resident's extended absence.

**SECURITY GUIDELINES.** Landlord disclaims any express or implied warranties of security in an around the Community. Inform all other occupants in the Premises about these guidelines. Landlord recommends that all residents and occupants use common sense and follow crime prevention tips, such as those listed below:

- In case of emergency, call 911. Always report emergencies to authorities first and then contact Landlord.
- Report any suspicious activity to the police first, and then follow up with a written notice to Landlord. Know your neighbors. Watching out for each other is one of the best defenses against crime. Always be aware of your surroundings and avoid areas that are not well-traveled or well-lit. Keep your keys handy at all times when walking to your car or home.
- Do not go inside if you arrive home and find your door open. Call the police from another location and ask them to meet you before entering.
- Make sure door locks, window latches and sliding glass doors are properly secured at all times. Use the keyless deadbolt in your unit when you are at home.
- Do not put your name or address on your key ring or hide extra keys in obvious places, like under a flowerpot. If you lose a key or have concerns about key safety, Landlord will rekey your locks at your expense, in accordance with the Lease.
- Check the door viewer before answering the door. Do not open the door if you do not know the person or have any doubts.
- Regularly check your security devices and smoke detectors to make sure they are working properly. Smoke detector batteries should be tested monthly and replaced at least twice a year at Resident's expense.
- Immediately report in writing (dated and signed) to Landlord any needed repairs of security devices, doors, windows, smoke detectors, as well as any other malfunctioning safety devices in the Premises and the Community, such as broken access gates, burned out exterior lights, etc.
- If your doors or windows are not secure due to a malfunction or break-in, stay with a friend or neighbor until the problem is fixed.
- When you leave home, make sure someone knows where you are going and when you plan to be back.
- Lock your doors and leave a radio or TV playing softly while you are gone. Close curtains, blinds, and window shades at night.
- While gone for an extended period, secure your home and use lamp timers. Also, stop all deliveries (such as newspaper and mail) or have these items picked up daily by a friend.
- Know at least two exit routes from the Premises, if possible.
- Do not give entry keys, codes, or gate access cards to anyone.
- Always lock the doors on your car, even while driving. Take the keys and remove or hide any valuables. Park your vehicle in a well-lit area.
- Check the backseat before getting into your car. Be careful stopping at gas stations or automatic-teller machines at night or anytime when you suspect danger.

There are many other crime prevention tips readily available from police departments and others.

**SECURITY DISCLOSURE STATEMENT.**

Neither Landlord, the ownership of the Community, nor any employee of either entity, makes any guarantee of, or provides any warranty for Resident's personal security or safety or for the security or safety of your occupants, family, guests or for the security of personal property in the possession of or owned by any of those persons.

Neither Landlord, the ownership of the Community, nor any employee of either entity, provides any type of security service, patrol personnel, patrol service, or device, including but not limited to intrusion alarms (whether monitored or not), controlled access gates, surveillance cameras, controlled entry doors, or other mechanical devices which will guarantee or warrant your personal security or safety or the security or safety of your occupants, family, guests or the security of personal property in the possession of or owned by any of those persons.

In the event of a security related incident, Resident acknowledges that the appropriate law enforcement agency is the proper authority to assist. If such a need should arise, the appropriate law enforcement agency must be contacted first. After initially contacting the proper authorities, Resident may contact the management office and advise them of the problem. Resident acknowledges that neither employees of Landlord or the ownership of the Community has any obligation to respond to calls relating to security. The employees of the Community, the management company and the ownership are not trained or equipped to intervene in incidents relating to security. This is the responsibility of local law enforcement authorities.

It is understood that neither Landlord, the ownership of the Community, nor any employee of either entity, have any obligation to install any device such as intrusion alarms, access gates, surveillance cameras, controlled entry doors, or other mechanical devices, provide patrol personnel, or to contract for patrol service. In the event that one or more of these devices or services may be present on the community, there is no obligation on the part of Landlord, or the ownership of the Community, to continue the use of the device or to continue any patrol personnel or patrol service.

It is understood that if the Community is equipped with any device, such as intrusion alarms, controlled access gates, surveillance cameras, controlled entry doors, or other mechanical device, there is no representation or warranty as to the reliability of the equipment or as to the effectiveness of any such equipment as a deterrent or in the prevention of any incident related to your personal security or safety or to the personal security or safety of your family or guests or the security of personal property in the possession of or owned by any of those persons.

Further, by signing this document, Resident acknowledges that he/she understands the proper operations of any and all devices that may be installed in the Premises or in Community such as an intrusion alarm or gate access system. If Resident has not received such instruction or if Resident does not completely understand the operation of such device that may be present in the Premises or located on the Community, do not sign this statement.

Resident hereby releases Landlord, the property manager, the Owner of the Community, and each of their respective agents, officers, directors, owners, partners, employees, and their legal representatives from any claim whatsoever, with respect to any personal injury, illness, property damage or death, which is in any way related to any of the devices and/or patrol service mentioned herein or to any defect, malfunction or inadequacy thereof.

The repair and maintenance of any device, such as intrusion alarms, controlled access gates, surveillance cameras, controlled entry doors, or other mechanical device that may be present in the Premises or the Community is the responsibility of the manufacturer, installer or service representative who provided the device. In the event of a malfunction of any such equipment or device, Resident must notify the Community management office in writing about the problem. The management office will then contact the appropriate party to effect repair or replacement.

Resident acknowledges and understands that neither Landlord, the ownership of the Community, nor any employee of either entity may have the expertise or equipment to repair any device that may be located in the Premises or the Community, such as an intrusion alarms, access gate systems, surveillance cameras, controlled entry doors, or other mechanical devices. As outside contractors and service representatives may be required for the repair and maintenance of this type of equipment, delays may be encountered.

Any requests for service of items such as door and window locks must be made in writing to the community management office, so that there is a clear record of the request for both maintenance and management personnel.

**MORTGAGEE'S RIGHTS.** Resident's rights under the Lease shall always be automatically junior and subject to any mortgage, which is now or shall hereafter be placed on the Premises or the Community. If requested, Resident shall execute promptly any document that Landlord may request to specifically implement the subordination of the Lease to such mortgage instrument.

**ENTIRE AGREEMENT.** The Lease, along with any exhibits, appendices, addendums, schedules, and amendments thereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties acknowledge and represent that, by signing the Lease and all addendums, they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance save and except those set out in the Lease, regardless of whether made orally or in writing prior to or contemporaneous with the Lease. The parties further acknowledge that they have freely entered into the Lease after having had the opportunity to obtain independent legal counsel of their own choosing to review its provisions and to provide advice as to the meaning of its terms and the advisability of agreeing thereto. Landlord's representatives (including management personnel, employees and agents) have no authority to waive, amend, or terminate the Lease or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on Landlord or Landlord's representatives unless in writing. No action or omission by Landlord will be considered a waiver of Landlord's rights or of any subsequent violation, default, or time or place of performance. Landlord not enforcing or belatedly enforcing written notice requirements, rental due dates, acceleration, liens or other rights, is not a waiver under any circumstance. Except when notice or demand is required by statute, Resident waives any notice and demand for performance from Landlord if Resident defaults. Written notice to or from Landlord's managers or representatives constitutes notice to or from Landlord. Any person giving a notice under the Lease should retain a copy of the memo, letter or fax that was given as well as any fax or email transmittal verification. Fax and e-signatures are binding. All notices must be signed. Notices may not be given by email.

**WAIVER OF A JURY TRIAL.** AS A MATERIAL INDUCEMENT TO LANDLORD TO ENTER INTO THE LEASE, RESIDENT AND LANDLORD HEREBY EACH WAIVE THEIR RIGHT TO A TRIAL BY JURY ON ANY AND ALL ISSUES RELATING TO OR ARISING OUT OF THEIR OBLIGATIONS UNDER THE LEASE, THE RELATIONSHIP BETWEEN LANDLORD AND RESIDENT, OR RESIDENT'S OCCUPANCY OF THE PREMISES (INCLUSIVE OF ANY CLAIM OF PERSONAL INJURY). RESIDENT ACKNOWLEDGES THAT RESIDENT HAS READ AND UNDERSTANDS THE FOREGOING PROVISION AND THAT RESIDENT IS VOLUNTARILY, INTENTIONALLY, AND KNOWINGLY WAIVING ITS RIGHT TO A JURY TRIAL. RESIDENT AND LANDLORD AGREE THAT A TRIAL OF ANY LAWSUIT BASED ON STATUTE, COMMON LAW, AND/OR RELATED TO THE LEASE SHALL BE TO A JUDGE AND NOT A JURY. ADDITIONALLY, LANDLORD AND RESIDENT STIPULATE THAT THIS WAIVER OF JURY TRIAL IS CONSPICUOUS.

\_\_\_\_\_  
Resident Signature                      Date

\_\_\_\_\_  
Landlord or Authorized Agent Signature      Date

## COMMUNITY RULES AND REGULATIONS ADDENDUM

This Addendum to Lease (this “**Addendum**”) is an addendum to the BYU Student-Landlord Rental Agreement (the “**Lease**”) entered into by and between The Riviera (“**Landlord**”) and \_\_\_\_\_ (“**Resident**”), in which Landlord agreed to lease to Resident a unit (the “**Premises**”) located in The Riviera apartment complex at 1505 N Canyon Road, Provo, Utah 84604 (the “**Community**”). For the purposes of this Addendum, “**Resident**” shall include any family members of Resident residing in the Premises who have been approved by Landlord.

The terms of this Addendum are considered part of the Lease and are incorporated therein for all purposes. All capitalized terms used in this Addendum and not otherwise defined herein shall have the meaning set forth in the Lease, unless expressly provided to the contrary in this Addendum. In the event that the terms of this Addendum are inconsistent with the terms of the Lease, the terms of the Lease shall control.

The following items are policies by which the Community is operated. They are based on the belief that consideration of others and respect for Landlord's property is important. Resident and Resident's guests must comply with any written community rules and regulations, including instructions for care of the Premises and the Community. Violation of any of these policies can result in fines and/or termination of the Lease. Landlord may make reasonable changes to written rules with an immediate effective date upon their distribution to Resident. Such written rules (the “**Community Rules and Regulations**”) are applicable to all units in the Community and do not change dollar amounts on page 1 of the Lease.

**HOUSE RULES.** Resident agrees to comply with all house and community rules, directives, and regulations of Landlord now in effect or reasonably put in effect for the health, safety and protection of the Community's residents, property or employees.

**QUIET HOURS.** Quiet hours are established to be respectful of all residents of the Community. Quiet hours apply to, but are not limited to, all residents and their guests. Residents are responsible for the actions of their family, invitees, and/or guests. Radio, television, record players, musical instruments, or any other noise producing devices shall not be played or permitted to be played so as to disturb neighbors during quiet hours. Vacuum cleaners, dishwashers, disposals, or other noise-producing appliances shall not be operated during quiet hours. Quiet hours for all areas of the Community, including but not limited to apartments, pool/hot tub, fitness center, volleyball court, and clubhouse, are from 10:00 PM- 8:00 AM.

**SOUND AND COMMON AREAS.** Resident shall respect the privacy of all other residents in the Community, and no televisions, stereos, radios, or noisy parties or other uses which emit noise audible outside the Premises are permitted. No band instruments shall be played, and no music lessons, either vocal or instrumental, shall be permitted in the Premises or in the Community. No CB base stations or radio or television or wires are permitted outside the Premises. No wiring or cables whatsoever, other than those furnished by Landlord with the Premises, are permitted. Accordingly, no obnoxious, boisterous, or offensive activity shall be carried on, in or around any unit or the Community. Resident and Resident's guests shall refrain from any act or use of the Premises or the Community which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to any other resident of the Community. Landlord acknowledges the right of Resident to entertain guests but requires that order and tranquility prevail. No obscene, indecent, or lascivious conduct shall be permitted whatsoever within the Community or within the Premises. **BLOCK PARTIES ARE STRICTLY PROHIBITED.** No reckless or dangerous conduct shall be permitted within the Community, in the parking lots, or at the entrances to the Community. No motorcycles shall be permitted within the parking lots except in the areas designated for them.

Unless specifically provided elsewhere, the following shall apply to complaints concerning Resident's violation of the Community Rules and Regulations:

**First:** A written warning will be issued to Resident, specifying the complaint that was filed. **Second:** Upon a second complaint, which is not disproved by Resident, a \$50.00 fine will be assessed against Resident.

**Third:** Upon a third complaint, which is not disproved by Resident, a \$100.00 fine will be assessed and the parent or sponsor who signed the Parental or Sponsor Guaranty, if applicable, will be notified.

**Fourth:** A fine shall be imposed in the amount of \$200.00 and Landlord may, in its discretion, declare the Lease to be in default. In order for Resident to disprove a complaint, it is understood that the burden of proof is upon Resident who must refute such charge with clean, convincing and indisputable evidence.

**LIMITATIONS ON CONDUCT.** The Premises and other areas reserved for Resident's private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Trash is not to be stored on balconies, breezeways, or passageways. Passageways may be used only for entry or exit. Any swimming pools, spas, exercise rooms, storage rooms, and similar areas must be used with care in accordance with the Community Rules and Regulations and posted signs. Glass containers are prohibited in or near pools, hot tub, sports court and all other Community common areas. Resident and Resident's guests may not anywhere in the Community: use candles or use kerosene lamps or heaters without Landlord's prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child-care services) in the Premises or in the Community is prohibited. Notwithstanding the foregoing, Resident may conduct a lawful business at home by computer, mail or telephone if customers, clients, patients, or other business associates do not come to the Premises for business purposes. Landlord may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.

Landlord may exclude from the Community guests or others who, in Landlord's judgment, have been violating the law, violating the Lease or any Community rules, or disturbing other persons, residents, neighbors, visitors, Landlord or Landlord representatives. All guests must be accompanied by Resident and Resident is responsible for their guest. Landlord may also exclude from any outside area or common area any person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the Community.

**PROHIBITED CONDUCT.** Resident and its guests or occupants may not engage in the following activities: criminal conduct; behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety or convenience of others (including Landlord's agents and employees) in or near the Community; disrupting Landlord's business operations; manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the Community; displaying or possessing a gun, knife or other weapon in the Community common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the Community; using windows for entry or exit; heating the Premises with a gas-operated cooking stove or oven; or injuring Landlord's reputation by making bad faith allegations against Landlord to others. Engaging in any of these activities shall be considered a breach of the Lease.

The fact that Resident and Resident's roommates may be in conflict with each other will not act as grounds to terminate the Lease. If Resident's roommate or a potential roommate was not truthful on their application or signed documents, Landlord is not liable.

Resident and his/her guests will not engage in or permit the Premises to be used for criminal activity, including drug related criminal activity and will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on, or near, the Community. It is Resident's responsibility, not Landlord's responsibility, to notify the proper authorities if Resident suspects a roommate or guest is engaged in illegal activities. Possession and consumption of alcoholic beverages is not permitted per the Lease. Violations of the above shall be a material violation of the Lease and may be cause for termination of tenancy but does not release Resident from its financial obligations under the Lease.

**PARCELS/PACKAGES:** Residents authorize Landlord to accept packages, letters and other deliveries when Residents are not home when delivery is attempted, or otherwise absent from the Premises. Resident understands that it is the responsibility of the carrier to notify Resident of the delivery. Resident agrees to pick up the delivery within one week of

notification, or it will be returned to the sender at Resident's expense. Landlord accepts no responsibility and assumes no liability for lost, stolen, damaged or delayed items. Landlord will not accept C.O.D. packages. Landlord reserves the right to refuse delivery of any package for any reason and will not be responsible for any consequences of such refusal.

**MAIL AND NEWSPAPERS.** Only registered residents of the Community are to receive mail. All mail must contain the full address of the residence, which includes the number of the Premises as well as the building number, if applicable. Unwanted or "throw-away" advertising should be disposed of properly.

**PETS.** Pets are not allowed on the Premises without the prior written consent of Landlord. The following shall apply to a violation of this policy:

- **First:** A written warning will be issued to Resident specifying the complaint along with a \$100.00 fine and Landlord may, in its sole discretion, declare the Lease to be in default. Resident will be given until 9:00 a.m. the following day to find a home for the pet.
- **Second:** A charge of \$300.00 will be assessed against Resident and Landlord will declare the Lease in default.
- **The charges above DO NOT cover damages or destruction due to urine, carpet repair, etc. caused from a violation of this policy.**
- A **\$25.00 fine** will be given to any resident who does not adequately pick up after their pet on site. This includes, but is not limited to pet waste, destruction of property by pet, or any material associated with the pet.

**PARKING STICKER.** To ensure the maximum utility and efficiency of the Community's parking lots, a current Riviera parking sticker is required to park in the Community. Resident agrees to abide by all parking regulations and to reasonably cooperate with Landlord to minimize the number of vehicles requiring parking spaces in the Community. Resident may purchase one (1) parking sticker if available, but Landlord does not agree to furnish parking beyond that which is presently available. For full rules and regulations on parking (restrictions, visitor parking, enforcement etc.) please see the Parking Addendum. A parking sticker must be displayed in the lower left corner of the vehicle's front windshield. Parking is "First Come, First Served".

**WINDOWS AND TREATMENTS.** Landlord provides blinds on windows and such blinds will not be removed or taken down. If Resident installs any curtain rod brackets, curtains, drapes over the blinds, any damage will be repaired or removed at Resident's expense. Damage to property, including but not limited to paint, plaster, cabinets, carpets, floors or damage to any part of the Premises caused by leaving windows and/or doors open during inclement weather will be the responsibility of the Resident. Use of foil and other similar unsightly materials, including but not limited to, neon or flashing signs, advertising, etc., over windows is strictly prohibited. No signs can be placed on the inside of the Premises that are visible from the exterior of the Premises. Windows and doors shall not be obstructed.

**ALTERATIONS OR ADDITIONS.** Resident shall not make any alterations or additions to the Premises. If any repairs, alterations, or additions are necessary, Resident shall notify Landlord in writing. Resident shall make no repairs, alterations, exterior alterations including, but not limited to, posting of signs, flags, plants on ledges and wind chimes, additions to the dwelling structure inside or out without first obtaining written consent from Landlord. American flags may be displayed in accordance with Utah law and using proper flag etiquette. Interior alterations include, but are not limited to, changing light fixtures, painting, hanging wallpaper, etc.

**PATIOS AND DECKS.** Patios and decks shall not have any clothes, rugs, towels, or other items hanging on or over balconies. Patios and decks will be kept neat and clean and will not be used for storage of automobile tires, unsightly or heavy items or garbage or refuse. Only outdoor furniture and related patio items may be placed outside. Bicycles are allowed to be neatly parked on balconies or stored in the bike racks with a bike lock provided by Resident. Bicycles are not allowed to be hung from ceilings or walls. Hammocks, swings, tight ropes, or any other weight bearing item that does not have a freestanding frame are NOT ALLOWED. MAXIMUM CAPACITY IS LIMITED TO SIX (6) PEOPLE ON EXTERIOR DECKS. LANDLORD SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY FOR DAMAGE OR INJURIES DUE TO OVERLOADING OF DECKS. Landlord reserves the right to impose reasonable fines for the violation of this provision. **Grills are not**

**allowed on the decks or patios. PROPANE TANKS are NOT allowed in the Community at any point in time.** Management reserves the right to impose reasonable fines for the violation.

**STORAGE.** Storage of any flammable or explosive items is strictly prohibited in, on or about the Premises and the Community.

**TRASH AND GARBAGE.** All trash and garbage shall be placed into dumpsters in locations designated by Landlord. Resident shall not place any trash on top of or beside the dumpster. Landlord reserves the right to impose reasonable fines for the violation of this provision as well as for littering by residents of the Community (including, not limited to, cigarette butts, beverage bottles/cans in common areas). No rubbish, garbage or debris or any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Premises or the Community so as to render any portion unsanitary, unsightly, offensive or detrimental to other residents. Should Resident fail to keep the breezeway or patio of the Premises free from trash and garbage, Resident will be fined a \$25.00 fee per bag (daily)\*. This fee will also be charged if Resident:

- Leaves trash or garbage by any entrance,
- Does not clean the Premises (including the parking lot) by 9:00 a.m. the day after a party, or
- Does not clean Resident's litter in and around the pool areas.

**KEYS/LOCKS.** Resident shall not alter any lock or install a new lock or knocker on any door of the Premises without the prior written consent of Landlord, and once installed, the new lock or knocker shall not be removed. If Landlord's written consent is given, Resident shall provide Landlord with a key that Landlord may use to access the Premises in accordance with the terms of the Lease. Locks or chains must be left in place when Resident vacates. Should Resident require a lock change, a charge of \$50.00 will be charged to Resident. If Resident is locked out of the Premises after office hours, Landlord will charge Resident a fee of \$50.00 to have the door to the Premises opened, or Resident may call a locksmith at Resident's expense to open the door. **PROPER IDENTIFICATION IS REQUIRED!**

**PLUMBING.** Resident shall not place any paper towels, sanitary napkins, tampons, or Q-tips in any toilet. Resident shall not use any toilets, drains or other plumbing apparatus for any purposes other than those for which same were designed, and Resident shall not permit any dirt, sweepings, grease, rubbish, rags, ashes, or other substance to be placed therein.

**APPLIANCES AND FIXTURES.** The cost of any repair or service to any appliance, plumbing or fixture due to improper use by Resident shall be paid by Resident. No personal dish-washing machine, clothes washing machine, clothes dryer or other large appliance is permitted in the Premises without prior written consent of Landlord.

- **Equipment:** The Premises is provided with Refrigerator, Stove/Oven, Garbage Disposal, Dishwasher, Air Conditioner, Heater, and Water Heater. Residents assume responsibility for any misuse of this equipment. Landlord will assist with any questions as to the procedures for proper operation of the equipment.
- **Dishwasher:** Overloading of dishwasher is prohibited. Only detergents made for automatic dishwashers shall be used. Please do not attempt to wash clothes in the dishwasher.
- **Counter Tops:** Resident shall not use the countertop as a cutting board.
- **Garbage Disposal:** Before turning on your disposal, make sure you have cold water running into the sink. Please keep in mind that your disposal is designed for food only. Never use to grind bones, egg shells, coffee grounds or other non-food items. Residents will be charged for costs due to drain clogs due to misuse.
- **Lighting Fixture:** When replacing light bulbs, always check the correct amount of wattage. Installing a light bulb with improper wattage can be a fire hazard. Replacement of all bulbs within the Premises is Resident's responsibility after move-in.

**AIR CONDITIONING FILTERS.** Landlord shall have the return air filters changed in a manner deemed appropriate to Landlord to insure proper maintenance of the heating and cooling units. Landlord shall be entitled to enter the Premises to perform such maintenance with written permission from Resident and/or proper notice pursuant to the Lease.

**GENERAL MAINTENANCE.** Resident shall keep and maintain the Premises in a clean, safe, orderly, slightly, and sanitary condition. Resident is responsible for promptly reporting to Landlord any damage done or any need for repair to the Premises. Windows and doors shall not be obstructed. Nothing shall be thrown out of the windows or doors. Resident shall close windows and doors during the absence of Resident and during inclement weather to avoid damage or loss. Resident is liable for any damage to the interior of the Premises resulting from failure to exercise reasonable care.

## **FACILITIES AT THE RESIDENTIAL COMMUNITY**

**Use of Facilities:** All facilities provided by Landlord are provided as a gratuity and are not a part of the Lease, and Landlord reserves the right to change or limit the hours of any such facilities, or to eliminate them completely without prior notice to Resident. Any such action by Landlord shall not constitute a claim by Resident of any breach of the Lease by Landlord, nor be a basis for any reduction in rent or early termination of the Lease.

### **FIRE PITS:**

1. The fire pit, if applicable, is available for use Monday- Saturday 10am-12am.
2. Noise levels must be kept low enough not to disturb others. Use of radios, stereos or other noise distributing devices require the use of headphones. Offensive and abusive language will not be tolerated.
3. Use of alcohol and public intoxication is prohibited.
4. Use of the fire pit requires adult supervision at all times. Fire safety is to be practiced.
5. Resident will be responsible for the proper use or damage caused by all guests.
6. Violations of the policies for use of the fire pit may result in termination of the privileges for use.

**FITNESS CENTER:** Fitness Center hours may change without notice at any time. Fitness Center hours are 24/7. Access to the fitness center is available by use of an amenity fob.

1. Conduct of all persons using the Fitness Center must be professional, courteous and quiet.
2. Thank you for keeping voice levels low. Offensive and abusive language will not be tolerated. Radios/stereos/CD players require the use of headphones.
3. Refreshments other than a sports top water bottle are not allowed. Alcohol is not permitted.
4. Resident understands that the use of fitness equipment is unsupervised. Resident agrees the use of the equipment is at Resident's own risk. Persons with health concerns should consult a physician prior to using the fitness equipment.
5. For the safety of all persons, no one under the age of 16 years of age should use the fitness equipment without an adult in attendance.
6. Loitering in the Fitness Center is not allowed. Persons in the Fitness Center must be utilizing the provided equipment.
7. Use of the Fitness Center is for residents only. Please limit use of equipment to 60 (sixty) minute intervals.
8. Please report any malfunctions with the fitness equipment to Landlord at the rental office immediately.
9. Privileges for use of the Fitness Center may be terminated by Landlord for a failure to comply with the Fitness Center policies or abuse or damage to the equipment.
10. Resident is responsible for cleaning up any area where Resident has left a mess, as well as cleaning each machine after Resident's use.
11. Resident is not authorized to remove equipment or furniture from the Fitness Center, recreation rooms, or other common areas.
12. Neither Landlord nor its agents are responsible or liable for any loss, damage or injury that Resident might sustain as a result of its use of the Fitness Center. Resident agrees that its use of the Fitness Center is at Resident's own risk and assumes responsibility for any personal injuries which may result from such use.

**OUTDOOR GRILL:** Outdoor grill hours may change without notice at any time. Outdoor grill hours are Monday - Saturday 10am-12am. Resident must finish grilling 30 minutes prior to the closing time to allow the grill to cool.

1. The grill is gas. Use of charcoal or lighter fluid will damage the grill.
2. Resident is responsible for cleaning the grill including any applicable racks, grates, lids, adjacent burners, grease baskets or exterior finishes. Failure to properly clean grill and BBQ area will result in a minimum \$50.00 cleaning charge.
3. Resident will be responsible for any damages that may occur.
4. Any issues with the grill malfunctioning must be immediately reported to Landlord.

**POOL USE:** For Resident's safety and pleasure, please observe the following rules and regulations. Resident's cooperation will be appreciated by all. Pool hours are Monday- Saturday 10am-12am.

1. Guests must be limited to 2 guests per resident. Resident must accompany their guests at all times while in the pool/spa area. There are no exceptions. Landlord reserves the right to ask guests to leave should the occupancy of the pool exceed limits allowed by law.
2. Persons 14 years of age and younger should not use the pool without an adult in attendance.
3. Residents, household occupants and guests agree to abide by all applicable health and safety laws regarding use of the pool.
4. Warning: Persons using the pool do so at their own risk. Landlord is not responsible for any accident or injury.
5. Pool safety equipment is not to be used except in case of emergency.
6. No alcoholic beverages allowed in the pool area. No person under the influence of alcoholic beverages is permitted in or near the pool area.
7. Glass is not allowed in the Pool Area.
8. Food may not be served or eaten in or around the pool area without Landlord's consent. Refreshments must be in unbreakable containers.
9. Proper swim attire in accordance with the Lease, Honor Code and BYU Residential Living Standards must be worn at all times, including while going to and from and in or around the pool area.
10. Animals/pets are not allowed in the pool area.
11. Flotation devices (e.g., air mattresses, boats, frogs, and planes) are not allowed in the pool/spa.
12. Radios, stereos and any musical instruments are not allowed in the pool area. Radios/stereos with headphones are permitted.
13. Landlord is not responsible for any articles lost, damaged or stolen.
14. Throwing of items into the pool such as rocks, coins, and furniture is prohibited.
15. Horseplay, diving and splashing, running, fighting, boisterous or dangerous conduct, noisy behavior disturbing to other residents, and pushing are not allowed.
16. Resident and Resident's guests will utilize a towel on all pool furniture when using suntan oils or lotions. Use of suntan oils requires a shower prior to entering the pool.
17. Please remember not to hang your towels and swimwear on your patio railing.
18. Landlord reserves the right to restrict pool privileges to anyone not in compliance with these regulations.

**SPA USE:** Spa hours may be changed at any time without notice. Spa hours are Monday- Saturday from 10am-12am.

1. Elderly persons, pregnant women, infants and those with health conditions requiring medical care should consult with a physician before entering the spa.
2. Persons 14 years of age and younger should not use the spa without an adult in attendance.
3. Hot water immersion while under the influence of alcohol, narcotics, drugs or medicines may lead to serious consequences and is not recommended.
4. It is not recommended to use the spa alone.
5. Long exposure may result in hyperthermia, nausea, dizziness or fainting.
6. No alcoholic beverages allowed in the spa area.
7. Glass is not allowed in the spa area.
8. Proper swim attire in accordance with the Lease, Honor Code and BYU Residential Living Standards, including going to and from and in or around the spa area.
9. Animals/pets are not allowed in the spa area.

10. If the spa is located within the pool area, all policies applying to the pool area will apply to the spa area as well.

**VOLLEYBALL COURT.** In the event a basketball and/or volleyball court(s) is provided for the enjoyment of all residents, the following policies apply:

1. Facilities are for use by residents and their guests only. No group gatherings at any facility are permitted unless prior approval is granted by Landlord management.
2. Use of courts is at Resident's own risk.
3. For the safety of all, no glass of any kind is allowed in any court, pavilion or common area.
4. Management and Landlord are not responsible for accidents, injuries or lost, stolen, damaged or misplaced items.
5. Do not hang from or climb on the goal or nets.
6. Motorcycles, bicycles, tricycles, skateboards and skates are not permitted on the court surface.
7. Loud music, dangerous conduct and fighting are prohibited.
8. Unless otherwise posted, these facilities are available for use Monday- Saturday from 10:00 am to 12:00 am daily.
9. Residents are limited to 2 guests and Resident must accompany each guest.

**BUSINESS/STUDY CENTER.** In the event the Community has a business center, the following policies apply:

1. The business center is for resident use only.
2. Use of the business center is at Resident's own risk. Landlord and management are not responsible for viewings, viruses or loss of information.
3. Please be considerate of others. Do not tie up computers for extended periods of time.
4. Documents are to be saved on Resident's own CD or jump drive and not on the hard drive. Documents saved on the hard drive will be deleted.
5. Be respectful of other residents using these areas.
6. Thank you for keeping voice levels low. Offensive and abusive language will not be tolerated. Radios/stereos/CD players require the use of headphones.

**CLUBHOUSE / GAME ROOM.** Clubhouse hours may change without notice at any time. Clubhouse hours are 24/7.

1. No alcoholic beverages or smoking allowed.
2. No glass containers.
3. No wet clothing permitted.
4. Use of the facility is at Resident's own risk. Resident must use the equipment only in the manner intended by manufacturer.
5. Handle equipment with care. Do not remove or damage equipment, furniture and/or supplies.
6. Guests must be accompanied by Resident. No more than two guests per resident.
7. No running, fighting, dangerous conduct, or noise which disturbs others.
8. Do not leave personal items in this area. Landlord and management are not responsible for any lost, stolen, or damaged items.

**AMENITIES.** Use of the amenities shall be governed by the Rules and Regulations posted in the pool areas and shall be at the risk of Resident and Resident's family and guests. No guest shall be permitted at the pool, clubhouse, or recreation facilities except in the accompaniment of a resident. Resident does hereby indemnify Landlord and Landlord's agents and hold Landlord and Landlord's agents harmless against all claims for personal injury sustained by Resident and Resident's family and guests in their use and enjoyment of the pool or other provided facilities within the Community. This paragraph does not exculpate or limit the liability or costs of Landlord or Landlord's agent arising as a result of Landlord or Landlord's agent's willful misconduct.

**ROOF ACCESS:** Roof access is for emergency access only.

**PHOTOGRAPHS, DIGITAL IMAGES, VIDEO.** Resident and Resident's guests waives any rights, claims or interest Resident may have to control the use of Resident's or Resident's guests' identity or likeness in the sound, still or moving images and

agrees that any uses described herein may be made without compensation or consideration to Resident or Resident's guests.

**ACKNOWLEDGMENT.** Residents and all occupants and guests must comply with all community policies and rules regarding use of the Premises, the Community, and the common areas contained in this Addendum, in the Lease, or in any additional addendums to the Lease, or posted throughout the Community.

**By signing this Addendum, Resident confirms that it has read and fully understands it. Importantly, this Addendum is a part of the Lease and all terms within this Addendum are considered material terms of the Lease that apply to both Resident and Resident's guests. Resident understands that if Resident violates any term of this Addendum, Resident is in material violation of the Lease. All community guidelines are subject to revision at any time. Any changes to this Addendum will be effective and a part of the Lease once they have been delivered to Resident or posted in a public area of the Community used for such purposes.**

\_\_\_\_\_  
Resident Signature                      Date

\_\_\_\_\_  
Landlord or Authorized Agent Signature      Date

## BED BUG ADDENDUM

This Bed Bug Addendum (this “**Addendum**”) is an addendum to the 2021-2022 BYU Student-Landlord Rental Agreement (the “**Lease**”) entered into by and between The Riviera (“**Landlord**”) and \_\_\_\_\_ (“**Resident**”), in which Landlord agreed to lease to Resident a unit (the “**Premises**”) located in The Riviera apartment complex at 1505 N Canyon Road, Provo, Utah 84604 (the “**Community**”). For the purposes of this Addendum, “Resident” shall include any family members of Resident residing in the Premises who have been approved by Landlord.

The terms of this Addendum are considered part of the Lease and are incorporated therein for all purposes. All capitalized terms used in this Addendum and not otherwise defined herein shall have the meaning set forth in the Lease, unless expressly provided to the contrary in this Addendum. In the event that the terms of this Addendum are inconsistent with the terms of the Lease, the terms of the Lease shall control.

Please note: It is Landlord’s goal to maintain a quality living environment for residents of the Community. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in the Premises or surrounding units. This Addendum contains important information that outlines Resident’s responsibility and potential liability with regard to bed bugs.

**1. INSPECTION.** Resident agrees to inspect the Premises within 48 hours after move-in and notify Landlord of any bed bugs or bed bug infestation.

**2. INFESTATIONS.** Prior to move in, Landlord did not observe any evidence of bed bugs or bed bug infestation in the Premises or building in which the Premises is located (the “**Building**”). Resident agrees that it has read the information in this Addendum about bed bugs and:

- Is not aware of any infestation or presence of bed bugs in Resident’s current or previous apartments, home and/or dwelling.
- Agrees that it is not aware of any bed bug infestation or presence in any of its furniture, clothing, personal property or possessions.
- Resident agrees that it has not been subjected to conditions in which there was any bed bug infestation or presence. Otherwise:
- Resident agrees that if it previously lived anywhere that had a bed bug infestation, all of its personal property (including furniture, clothing and other belongings) has been treated by a licensed pest control professional; and
- Resident agrees that such items are free of further infestation.

Resident must disclose any previous bed bug infestation to Landlord. If Resident discloses a previous experience of bed bug infestation, Landlord can review documentation of the treatment and inspect Resident’s personal property and possessions to confirm the absence of bed bugs. Resident understands that Landlord has relied on representations made by Resident pursuant to this Addendum.

**3. ACCESS FOR INSPECTION AND PEST TREATMENT.** Resident must allow Landlord and Landlord’s pest control agents access to the Premises at reasonable times to inspect and/or treat bed bugs. Resident and Resident’s family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. Landlord has the right to select any licensed pest control professional to treat the Premises, the Building, and common areas for bed bugs, as well as the method of treating the same. Landlord can select the method of treating the Premises, the Building and common areas for bed bugs. Landlord can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. Resident is responsible for and must, at its sole cost and expense, have its own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that Landlord approves. Resident must do so as close as possible to the time the Premises was treated. If Resident fails to do so, Resident will be in default, and Landlord will have the right to terminate Resident’s right of occupancy and exercise all rights and remedies under the Lease. Resident agrees not to treat the Premises for a bed bug infestation on its own.

**4. NOTIFICATION.** Resident must promptly notify Landlord:

- of any known or suspected bed bug infestation or presence in the Premises, or in any of Resident's clothing, furniture or personal property;
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which Resident believes are caused by bed bugs, or by any condition or pest Resident believes is in the Premises; and
- if Resident discovers any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

**5. COOPERATION.** If Landlord confirms the presence or infestation of bed bugs, Resident must cooperate and coordinate with Landlord and Landlord's pest control agents to treat and eliminate the bed bugs. Resident must follow all directions from Landlord or Landlord's agents to clean and treat the dwelling and building that are infested. Resident must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time Landlord treats the Premises. Any items Resident removes from the Premises must be disposed of off-site and not in the Community's trash receptacles. If Landlord confirms the presence or infestation of bed bugs in the Premises, Landlord has the right to require Resident, at Resident's sole cost and expense, to temporarily vacate the Premises and remove all furniture, clothing and personal belongings in order for Landlord to perform pest control services. If Resident fails to cooperate with Landlord, Resident will be in default and Landlord will have the right to terminate Resident's right of occupancy and exercise all rights and remedies under the Lease.

**6. RESPONSIBILITIES.** Resident may be required to pay all reasonable costs of cleaning and pest control treatments incurred by Landlord to treat the Premises for bed bugs. If Landlord confirms the presence or infestation of bed bugs after Resident vacates the Premises, Resident may be responsible for the cost of cleaning and pest control treatments. If Landlord must move other residents in order to treat adjoining or neighboring dwellings to the Premises, Resident may be liable for payment of any lost rental income and other expenses incurred by Landlord to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If Resident fails to pay Landlord for any costs Resident is liable for, Resident will be in default, and Landlord will have the right to terminate Resident's right of occupancy and exercise all rights and remedies under the Lease, including obtaining immediate possession of the Premises. If Resident fails to move out after its right of occupancy has been terminated, Resident will be liable for holdover rent under the Lease.

**7. TRANSFERS.** If Landlord allows Resident to transfer to another dwelling in the Community because of the presence of bed bugs, Resident must have its personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. Resident must provide proof of such cleaning and treatment to Landlord's satisfaction.

### **BED BUGS - A Guide for Rental Housing Residents**

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals (their sole food source) the bugs assume a distinctly blood-red hue until digestion is complete. Bed bugs don't discriminate. Bed bugs' increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It is no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods. Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs. While bed bugs are, by their very nature, more attracted to clutter, they are certainly not discouraged by cleanliness. Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

There exists no scientific evidence that bed bugs carry disease. In fact, federal agencies tasked with addressing pests of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease carrying pests. Again, claims associating bed bugs with disease are false.

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed, however, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.

While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Bloodstains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it is not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack. Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

### **Bed bug Do's and Don'ts**

**Do not** bring used furniture from unknown sources into the Premises. Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill may very well be due to the fact that it's teeming with bed bugs.

**Do** address bed bug sightings immediately. Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify Landlord.

**Do not** attempt to treat bed bug infestations. Under no circumstance should Resident attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to Resident and its neighbors.

**Do** comply with eradication protocol. If the determination is made that the Premises is indeed playing host to bed bugs, Resident must comply with the bed bug eradication protocol set forth by both Landlord and their designated pest management company.

Resident is legally bound by this document. Please read it carefully.

\_\_\_\_\_  
**Resident Signature**                      **Date**

\_\_\_\_\_  
**Landlord or Authorized Agent Signature**      **Date**

# INSURANCE ADDENDUM

## Personal Liability Insurance Required

This Insurance Addendum (this “**Addendum**”) is an addendum to the 2021-2022 BYU Student-Landlord Rental Agreement (the “**Lease**”) entered into by and between The Riviera (“**Landlord**”) and \_\_\_\_\_ (“**Resident**”), in which Landlord agreed to lease to Resident a unit (the “**Premises**”) located in The Riviera apartment complex at 1505 N Canyon Road, Provo, Utah 84604 (the “**Community**”). For the purposes of this Addendum, “**Resident**” shall include any family members of Resident residing in the Premises who have been approved by Landlord.

The terms of this Addendum are considered part of the Lease and are incorporated therein for all purposes. All capitalized terms used in this Addendum and not otherwise defined herein shall have the meaning set forth in the Lease, unless expressly provided to the contrary in this Addendum. In the event that the terms of this Addendum are inconsistent with the terms of the Lease, the terms of the Lease shall control.

**1. INSURANCE ACKNOWLEDGEMENT.** Resident acknowledges that Landlord does not maintain insurance to protect Resident against personal injury, loss or damage to Resident’s personal property or to cover Resident’s own liability for injury, loss or damage Resident (or Resident’s occupants or guests) may cause others. Resident also acknowledges that it may be responsible to others (including Landlord) for the full cost of any injury, loss or damage caused by Resident’s negligent actions or the negligent actions of Resident’s occupants or guests, including but not limited to, damage caused by fire or smoke.

**2. REQUIRED RENTERS INSURANCE POLICY.** Resident is required to purchase and maintain a renter’s personal liability insurance policy which provides limits of liability to third parties in an amount not less than \$100,000 per occurrence through an insurance company or insurance agent authorized to issue insurance in this state. Such insurance policies are often referred to as “renter’s insurance policies or “liability-only insurance policies.” Most renter’s insurance policies contain personal liability coverage and also personal property coverage for the renter’s own property. Resident is only required to have personal liability insurance; however, Landlord highly recommends that Resident obtain coverage for its personal property too. Personal property coverage protects your property in the event of theft, fire or weather-related loss to your property. The policy must identify Landlord as a “Party of Interest” or “Interested Party” where the “Party of Interest” or “Interested Party” must be notified within ten (10) days after Resident’s insurance company or agent renews, cancels or non-renews Resident’s policy. Failure to include Landlord as a “Party of Interest” or “Interested Party” with the above-listed address will constitute a breach of the Lease.

**3. FREEDOM OF CHOICE.** At all times, Resident is able to purchase insurance through the carrier or agency of Resident’s choice and is not required to purchase insurance through a particular carrier or agency, including the preferred provider. However, the insurance Resident purchases must meet this Addendum’s minimum requirements at all times.

**4. SUBROGATION ALLOWED.** Resident acknowledges that subrogation is allowed by all parties. Accordingly, Landlord’s commercial insurance carrier may make a claim against Resident for losses it pays as a result of Resident’s negligence, and Resident’s insurance carrier may make a claim against Landlord for losses it pays as a result of Landlord’s negligence. Landlord retains the right to hold Resident responsible for any loss in excess of Resident’s insurance coverage.

**5. RESIDENT’S INSURANCE COVERAGE.** By signing this Addendum, Resident acknowledges that it has purchased (or agrees to purchase) the insurance described above. If Resident purchases insurance through a carrier or agency, Resident must provide proof of insurance prior to taking possession of the Premises. Resident further acknowledges that it will keep its insurance policy in-force for the entire term of the Lease. If any material terms of Resident’s insurance policy change, Resident agrees to promptly provide proof of the modified policy terms to Landlord’s on-site staff.

**6. DEFAULT.** Unless otherwise prohibited by law, and subject to any right to cure a default under the Lease, any default under the terms of this Addendum shall be deemed a material default of the Lease and Landlord will be entitled to exercise all rights and remedies under the Lease, at law or in equity. In such event, Landlord may send a written notice to Resident

demanding that Resident cure the violation by purchasing the required insurance and providing evidence of coverage to Landlord. If Resident fails to supply evidence of such insurance to Landlord on or before the specified date set forth in the notice, Landlord reserves the right to charge Resident a monthly fee of \$10 until Resident purchases its own personal liability insurance policy or renter's insurance policy and provides proof of coverage to Landlord's on-site staff.

**7. MISCELLANEOUS.**

- a. Except as specifically stated in this Addendum, all other terms and conditions of the Lease shall remain unchanged.
- b. The insurance required by this Addendum is not required by any law. Resident's obligation to provide insurance stems solely from the Lease.
- c. The insurance required by the Lease is not an attempt to limit Landlord's liability for Landlord's own negligence or Resident's liability for Resident's own negligence.
- d. CAS Insurance Agency, LLC, a Greystar affiliate and a licensed insurance agency, may receive compensation on policies issued by the preferred insurance provider for administrative, brokerage or marketing support. Landlord may be receiving compensation or other payments from CAS Insurance Agency, LLC or one of its affiliates where permitted by law.
- e. The insurance required by the Lease is not in lieu of, or in any way a component of, any security deposit required by the Lease.
- f. Resident agrees that it has not received any oral representations from Landlord or any representative of Landlord which are inconsistent with or not contained in the Lease, the addenda attached to the Lease, or in the Community's Rules and Regulations. If Resident has received any such oral representations, Resident agrees that it did not rely on them when it decided to enter into the Lease or this Addendum.
- g. Resident must refer to the actual insurance policy or certificate for a complete description of the coverage, as this Addendum only provides a general summary. If Resident has an annual renter's insurance policy and decides to switch to the insurance program offered by Landlord's preferred provider, please compare the terms of coverage between the two policies, as not all policies are the same and coverage may differ.

Resident(s) acknowledges that it has read this Addendum and understands the terms and conditions contained herein.

\_\_\_\_\_  
**Resident Signature                      Date**

\_\_\_\_\_  
**Landlord or Authorized Agent Signature      Date**

## KEYS, PERMITS, AND ACCESS DEVICES ADDENDUM

This Keys, Permits, and Access Devices Addendum (this “**Addendum**”) is an addendum to the 2021-2022 BYU Student-Landlord Rental Agreement (the “**Lease**”) entered into by and between The Riviera (“**Landlord**”) and \_\_\_\_\_ (“**Resident**”), in which Landlord agreed to lease to Resident a unit (the “**Premises**”) located in The Riviera apartment complex at 1505 N Canyon Road, Provo, Utah 84604 (the “**Community**”). For the purposes of this Addendum, “Resident” shall include any family members of Resident residing in the Premises who have been approved by Landlord.

The terms of this Addendum are considered part of the Lease and are incorporated therein for all purposes. All capitalized terms used in this Addendum and not otherwise defined herein shall have the meaning set forth in the Lease, unless expressly provided to the contrary in this Addendum. In the event that the terms of this addendum are inconsistent with the terms of the Lease, the terms of the Lease shall control.

Resident acknowledges that it has been provided with keys and access devices listed below:

- 1 Mailbox Key Per Apartment
- 1 Apartment Key Per Resident
- 1 Parking Tag(s) if applicable
- 1 Fob Key Per Resident

Resident will be liable for the below listed charges for replacing keys, permits, tags, and access devices.

<b>Replacement Costs</b>	
Mailbox Key	\$10.00
Apartment Keys	\$5.00
Key Fob	\$50.00
Parking	\$25.00

\_\_\_\_\_  
**Resident Signature**                      **Date**

\_\_\_\_\_  
**Landlord or Authorized Agent Signature**                      **Date**

## FURNITURE ADDENDUM

This Furniture Addendum (this “**Addendum**”) is an addendum to the 2021-2022 BYU Student-Landlord Rental Agreement (the “**Lease**”) entered into by and between The Riviera (“**Landlord**”) and \_\_\_\_\_ (“**Resident**”), in which Landlord agreed to lease to Resident a unit (the “**Premises**”) located in The Riviera apartment complex at 1505 N Canyon Road, Provo, Utah 84604 (the “**Community**”). For the purposes of this Addendum, “Resident” shall include any family members of Resident residing in the Premises who have been approved by Landlord.

The terms of this Addendum are considered part of the Lease and are incorporated therein for all purposes. All capitalized terms used in this Addendum and not otherwise defined herein shall have the meaning set forth in the Lease, unless expressly provided to the contrary in this Addendum. In the event that the terms of this Addendum are inconsistent with the terms of the Lease, the terms of the Lease shall control.

**1. FURNITURE PROVIDED IN THE PREMISES.** Resident acknowledges that a pre-approved furniture package (the “**Furniture**”) has been provided by Landlord to Resident for Resident’s use in the Premises and should not be altered. Resident shall examine the Furniture and notify Landlord in writing of any defects in the Furniture within 24 hours after Resident moves in. If Resident fails to notify Landlord of any defects in the Furniture within such 24-hour period, the Furniture shall be deemed to be in good condition. A move-in inventory and condition form will be provided at move-in.

**2. DISCLAIMER OF WARRANTIES AND REPRESENTATIONS.** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, LANDLORD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, RELATING TO ANY FURNITURE, FURNISHING, EQUIPMENT OR APPLIANCES, IF ANY, IDENTIFIED HEREIN OR OTHERWISE IN THE PREMISES OR THE UNIT INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR SUITABILITY.

**3. MAINTENANCE OF FURNITURE.** Resident shall maintain the Furniture in a clean condition; reasonable wear and tear excepted and shall not remove any items of Furniture from the Premises during the term of the Lease. All items of Furniture shall be kept in the Premises and returned to Landlord when Resident vacates the Premises at the expiration of the term of the Lease or when Resident’s right to possession of the Premises is terminated, whichever is sooner. When Resident vacates the Premises, the Furniture shall be returned to the location in the Premises and in the unit that such Furniture was in as of the move-in date. Resident shall be responsible for any damages or cleaning charges incurred by Landlord with respect to use or condition of any Furniture in the Premises owned by Landlord.

**4. DEFAULT.** In the event the Furniture is not maintained, is damaged or is otherwise not returned to Landlord in a condition satisfactory to Landlord at the expiration of the term of the Lease or when Resident’s right to possession of the Premises is terminated, whichever is sooner, Resident shall pay to Landlord, upon demand, the cost to repair or replace, as determined by Landlord, the Furniture. Landlord shall have the right to deduct any amounts owed hereunder from the security deposit paid by Resident under the Lease. In addition to the foregoing, in the event of any default under this Addendum, Landlord shall have the right to pursue any and all rights or remedies under the Lease or applicable law as if Resident defaulted under the Lease.

The terms of this Addendum are effective as of the date of the Lease and continues through all Lease extensions, including renewal lease contracts. These terms are agreed to and accepted by:

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord or Authorized Agent Signature

\_\_\_\_\_  
Date

## MOLD ADDENDUM

This Mold Addendum (this “**Addendum**”) is an addendum to the 2021-2022 BYU Student-Landlord Rental Agreement (the “**Lease**”) entered into by and between The Riviera (“**Landlord**”) and \_\_\_\_\_ (“**Resident**”), in which Landlord agreed to lease to Resident a unit (the “**Premises**”) located in The Riviera apartment complex at 1505 N Canyon Road, Provo, Utah 84604 (the “**Community**”). For the purposes of this Addendum, “Resident” shall include any family members of Resident residing in the Premises who have been approved by Landlord.

The terms of this Addendum are considered part of the Lease and are incorporated therein for all purposes. All capitalized terms used in this Addendum and not otherwise defined herein shall have the meaning set forth in the Lease, unless

expressly provided to the contrary in this Addendum. In the event that the terms of this Addendum are inconsistent with the terms of the Lease, the terms of the Lease shall control.

Mold is a naturally occurring phenomenon. In order for mold to grow, water and/or moisture must be present. Resident acknowledges there are no established guidelines for unacceptable air quality caused by mold, but Resident's housekeeping and living habits are an integral part of the ability of mold to grow.

**RESIDENT AGREES** to maintain the Premises in a manner that prevents the occurrence of mold or mildew growth within the Premises. In furtherance of such obligation, **RESIDENT AGREES TO PERFORM THE FOLLOWING:**

1. To keep the Premises free from dirt and debris that can harbor mold;
2. To inspect the Premises regularly for any indications and/or sources of indoor moisture;
3. To immediately report to Landlord's management any discoloration evidenced on walls, floors, or ceiling and/or any water intrusion, such as plumbing leaks, drips or flooding;
4. To not air-dry wet clothes indoors;
5. To always utilize stove hood vents when cooking items that may cause steam;
6. When showering/bathing, to always utilize the bathroom fan and to notify management of any nonworking fan;
7. To water plants outdoors;
8. To notify Landlord's management in writing of overflows from the bathroom, kitchen or any other water source facilities, especially in cases where the overflow may have permeated walls, flooring or cabinets;
9. **TO IMMEDIATELY WIPE DOWN ANY WATER OR CONDENSATION THAT APPEARS AND/OR DEVELOPS ON ANY AREA OR ANY SURFACE;**
10. To clean any mildew from condensation on window interiors, bathroom and kitchen walls, floor and/or ceilings upon first appearance, a mixture of one part common household bleach to 10 parts water should be used. Resident may add a little dish soap to the water mixture to cut any dirt and oil on the surface Resident is cleaning that may hold mold. Do not add other cleaning chemicals, especially ammonia. Dispose of any rags or sponges used to clean the mold in a sealed bag;
11. **TO REPORT TO MANAGEMENT BOTH IN WRITING AND VERBALLY THE PRESENCE OF ANY MOLD GROWTH on surfaces inside the Premises;**
12. To allow management immediate entry to the Premises to inspect and make necessary repairs in the event mold or water intrusion is present;
13. To use all reasonable care to close all windows and other openings in the Premises to prevent outdoor water from penetrating into the interior unit;
14. To clean and dry any visible condensation/moisture on windows and window tracks, walls and other surfaces, including personal property as soon as reasonably possible. Condensation on windows indicates that fresh air is not being circulated in the Premises to prevent moisture buildup. **Proper ventilation is essential and requires proper balance between conditioned air and outside air. The air conditioning systems in the Community units are designed to be operational at all times and to maintain certain temperature in conjunction with outside air in order to prevent conditions favorable to microbial growth. The air conditioning system must be operating at all times, with the thermostat set to a level to maintain the indoor temperature between 65 degrees Fahrenheit and 76 degrees Fahrenheit. The windows are not to be opened if the outdoor temperature is greater than 80 degrees Fahrenheit or weather conditions are damp or rainy;**
15. To notify management of any problems with air-conditioning or heating systems that are discovered by Resident; and
16. To maximize the circulation of air by keeping furniture away from walls and out of corners.

**RESIDENT FURTHER AGREES** to indemnify and hold harmless Landlord and Landlord's management agents from any suits, actions, claims, losses, damages, and expenses (including reasonable attorney's and court costs) and any liability whatsoever that Landlord and/or its management agents may sustain or incur as a result of Resident's failure to comply with or perform the obligations set forth above or as the result of intentional or negligent action or failure to act on the part of Resident or any other person living in, occupying, or using the Premises.

The terms of this Addendum are agreed to and accepted by:

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord or Authorized Agent Signature

\_\_\_\_\_  
Date

## PACKAGE LOCKER ADDENDUM

This Package Locker Addendum (this “**Addendum**”) is an addendum to the 2021-2022 BYU Student-Landlord Rental Agreement (the “**Lease**”) entered into by and between The Riviera (“**Landlord**”) and \_\_\_\_\_ (“**Resident**”), in which Landlord agreed to lease to Resident a unit (the “**Premises**”) located in The Riviera apartment complex at 1505 N Canyon Road, Provo, Utah 84604 (the “**Community**”). For the purposes of this Addendum, “Resident” shall include any family members of Resident residing in the Premises who have been approved by Landlord.

The terms of this Addendum are considered part of the Lease and are incorporated therein for all purposes. All capitalized terms used in this Addendum and not otherwise defined herein shall have the meaning set forth in the Lease, unless expressly provided to the contrary in this Addendum. In the event that the terms of this Addendum are inconsistent with the terms of the Lease, the terms of the Lease shall control.

For and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. RIGHT TO USE LOCKERS.** Resident shall have the right, in accordance with this Addendum, to use the package lockers as part of a package delivery system utilized within the Community through the date on which Resident's right to occupy the Premises has terminated. Notwithstanding the foregoing, Landlord shall have the right to terminate Resident's right to use the lockers prior to the termination of Resident's right to occupy the Premises for any reason, including: (i) the Community is no longer served by a package delivery system; (ii) in Landlord's sole discretion, the lockers are no longer in a condition to store packages; or (iii) Landlord gives Resident as least 30 days prior written notice of Landlord's intent

to discontinue the use of lockers in the Community. Resident acknowledges that the lockers are to be used only in connection with the package delivery system set up by the independent contractor package delivery service serving the Community. Resident shall be responsible for removing all items from any lockers in a timely fashion, but no later than the date on which Resident's right to use the lockers is terminated. In the event that Resident's right to use the locker is terminated, Landlord shall have the right to enter the lockers by whatever means necessary and remove and dispose of any contents in the lockers.

**2. SET-UP CHARGES.** Resident will pay a one-time set-up fee of \$\_\_\_\_\_ for the package locker, which is the amount charged by the service provider and/or the total administrative and account costs which Landlord may have to expend in the set-up of the service.

**3. ACCEPTANCE OF PACKAGES.** Resident acknowledges and agrees that Landlord does not accept packages on behalf of Resident, but has provided the lockers for Resident's use and arranged for Parcel Pending, an independent contractor vendor, to set up a package delivery system for residents at the property. Resident acknowledges that the lockers can be used only in connection with the approved package delivery system. Resident acknowledges that Resident's use of the lockers and package delivery system is at the sole discretion of Resident and that Resident's use and payment for the system will be governed by a separate agreement between Resident and the company that has set up the system. Landlord is not responsible for the conduct or performance of any package delivery company or system, a malfunction of any locker, or damaged, lost, stolen or misplaced packages.

**4. AUTHORIZATION FOR ACCEPTANCE.** Resident understands and agrees that if the locker is full, packages may be released to Landlord's management. Resident authorizes Landlord to accept packages and deliveries from all couriers or other service industries. Resident understands that this service is provided as a convenience to Resident and Resident agrees to not hold Landlord responsible for accepting the package or delivery in the event of loss, theft or damage. Resident also acknowledges that Landlord representatives are not required to sign for delivery nor is it the responsibility of the Landlord to notify Resident when packages are received. Resident further authorizes Landlord to release any and all packages received through this release to Resident or any authorized occupant identified in this Addendum.

**5. ADDITIONAL MONTHLY RENT.** By signing below, Resident agrees to pay an additional monthly rent of \$\_\_\_ in the same time and manner Resident pays rent pursuant to the Lease which allows Resident access to the lockers and package delivery system. Resident acknowledges that the additional monthly rent shall be in addition to any other fees or charges paid to the any package delivery company arranged for by Resident.

**6. CONTENTS OF LOCKERS.** The lockers shall be used for the delivery of packages only. Resident shall not store any items in any lockers. Resident agrees that utilizing the lockers in violation of applicable laws or for any criminal purpose shall constitute a violation of this Addendum. Resident agrees to never have delivered to any lockers the following items: (i) flammable or explosive substances, fuel, fireworks, rags, piles of paper, firearms or other dangerous articles, substances or materials that may create a fire or environmental hazard; or (ii) food or other perishables, or items which are subject to infestation by vermin or which may leak or omit odors.

**7. DAMAGE TO THE LOCKER.** Resident agrees to monitor the condition of any locker used and report any dilapidations or maintenance issues on or around the locker in writing to Landlord. Resident shall be responsible and pay for all damages caused directly or indirectly by any property delivered to any locker for Resident's use. Resident agrees that Resident is responsible for obtaining appropriate insurance to cover any packages delivered to any locker and that Landlord is not responsible or liable in any way whatsoever for damage to or loss of any package.

**8. AUTHORIZATION FOR RELEASE OF INFORMATION.** Resident acknowledges that in order to facilitate Resident's use of the locker system, Landlord will be providing to the third-party vendor who administers the locker program Resident's personal information and Resident hereby consent to the same.

**9. RELEASE AND INDEMNITY.** Resident acknowledges that the lockers are provided as an accommodation and option to Resident, without assuming any obligation or liability by Landlord or Landlord's affiliates, management, employees or agents. To the extent allowed by applicable law, if Resident chooses to use a locker, Resident assumes all risk of harm and waives all claims against Landlord and Landlord's affiliates, management, employees and agents resulting from the use of the locker. Resident hereby releases and indemnifies Landlord and Landlord's affiliates, employees or management agents, as the case may be, from and against any and all claims relating to Resident's use of the locker or packages in any locker.

**10. DEFAULT.** In the event Resident fails to comply with any terms of this Addendum, Resident shall be in default of both this Addendum and the Lease. Landlord will then be entitled to pursue any rights or remedies Landlord has under the Lease.

**11. Landlord reserves the right to change, modify or discontinue use of the package delivery system for any reason. Resident agrees that the discontinuance is not a reduction in services and will not impact the Lease between Resident and Landlord.**

**EXECUTED** as of the date first written above.

\_\_\_\_\_  
**Resident Signature                      Date**

\_\_\_\_\_  
**Landlord or Authorized Agent Signature                      Date**

## PARKING ADDENDUM

This Parking Addendum (this “**Addendum**”) is an addendum to the 2021-2022 BYU Student-Landlord Rental Agreement (the “**Lease**”) entered into by and between The Riviera (“**Landlord**”) and \_\_\_\_\_ (“**Resident**”), in which Landlord agreed to lease to Resident a unit (the “**Premises**”) located in The Riviera apartment complex at 1505 N Canyon Road, Provo, Utah 84604 (the “**Community**”). For the purposes of this Addendum, “Resident” shall include any family members of Resident residing in the Premises who have been approved by Landlord.

The terms of this Addendum are considered part of the Lease and are incorporated therein for all purposes. All capitalized terms used in this Addendum and not otherwise defined herein shall have the meaning set forth in the Lease, unless expressly provided to the contrary in this Addendum. In the event that the terms of this Addendum are inconsistent with the terms of the Lease, the terms of the Lease shall control.

**1. PARKING STICKER.** To ensure the maximum utility and efficiency of the Community's parking lots, a current Riviera parking sticker is required to park in the Community. Landlord hereby leases to Resident a parking permit for open parking in the Community. Resident agrees to pay \$25 upon signing and continuing the first of each month thereafter throughout the Lease term. Payments shall be made at the address provided for rent payments in the Lease. This Addendum shall remain in effect only so long as Resident resides in the Premises. Termination of the Lease and/or termination of Resident’s right of possession of the Premises will automatically terminate this Addendum (unless a non-resident parking agreement is signed). If Resident’s Lease is terminated early for any reason, including eviction, Resident will still be responsible for the financial obligations set forth in this Addendum.

**2. MOTOR VEHICLES AND PARKING.** When entering or leaving a designated parking area, any vehicle shall be operated carefully and at a speed not in excess of ten (10) miles per hour. The usage of the designated parking area or any other space for storage of boats, trailers, trucks, large vans, buses, motor homes or any item other than vehicle is prohibited. BOATS, TRAILERS, & RECREATIONAL ALL TERRAIN VEHICLES ARE NOT ALLOWED IN THE COMMUNITY.

Resident agrees to abide by the regulations established by Landlord (the “**Parking Regulations**”), and shall not allow any vehicle to be parked in the Community that:

- is not properly displaying a current The Riviera parking sticker;
- is on jacks, blocks or has wheel(s) missing;
- takes up more than one parking space or is double parked;
- is in a handicap space without the legally required handicap insignia;
- is in a space marked for office visitors, managers, or staff;
- is blocking another vehicle from exiting;
- is in a fire lane or designated no parking area;
- is obstructing the flow of traffic;
- is in a space marked for another resident or unit(s)
- is on the grass, sidewalk, or patio;
- is blocking garbage trucks from access to a dumpster;
- has no current license, registration, or inspection sticker; or
- is otherwise violating the parking provisions in force.

**WARNING: RESIDENT’S VEHICLE WILL BE TOWED IF RESIDENT FAILS TO COMPLY WITH THE COMMUNITY’S PARKING POLICIES.**

Resident shall not allow any vehicle to be parked in the Community in an area other than in a designated parking area, or any non-operative vehicle to be placed in a designated parking space or elsewhere in the Community. In the event of non-

compliance, the vehicle shall be towed by Landlord at the expense of Resident. All parking shall be entirely at Resident's risk. Resident agrees to display a parking decal as instructed if they have purchased parking. Resident agrees that for such violation of any reasonable parking regulations in force from time to time, including failure to display decal, Resident's vehicle and the vehicles of Resident's guests may be subject to being towed and/or booted at Resident's expense or being fined by Landlord from time to time. Performing mechanical work on vehicles in Community parking areas is strictly prohibited unless special areas are designated in Landlord's sole discretion. Due to the chemicals in the city water and the continued problem of residents and guests of the Community breaking sprinkler heads in landscaped areas, Landlord will not be held liable for streaking or sunspots caused by water hitting Resident's or Resident's guests' vehicles.

**3. RESTRICTIONS ON USE.** The Community parking lot may be used only by residents with a parking permit, and only for the purpose of storing a registered motor vehicle which displays the parking permit. Resident is responsible for the payment of rent, compliance with this Addendum, and coordination of use of the parking lot with other residents of the Premises. No other items of personal property may be stored in the parking lot. Landlord may remove from the parking lot, without prior notice, items that Landlord believes might constitute a fire or environmental hazard or violate any government law or regulation. Any rules in the Lease, community policies and/or this Addendum with regard to parking and/or towing of motor vehicles apply to Resident's use of the parking lot. Any vehicle parked in the parking lot must display a parking tag at all times, and must also be registered and state law compliant.

**4. SECURITY/RISK OF LOSS.** Landlord does not furnish parking attendants or any form of security for the parking lot. Always remember to lock your vehicle. You **MUST** maintain liability and comprehensive insurance coverage for any vehicle parked in the parking lot. Landlord will have no responsibility for loss or damage to vehicles or other property parked in the parking lot, whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance or otherwise. Landlord is not responsible for any loss or damage to any items left in vehicles.

**5. NO WARRANTIES.** LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PARKING LOT, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**6. OTHER REMEDIES.** Any items remaining after Resident moves out of the Premises will be removed, sold, or otherwise disposed of according to the terms of the Lease. All remedies in the Lease apply to areas covered by this Addendum.

**7. VEHICLE IDENTIFICATION.** Resident may park the vehicles described below hereto in the parking lot. Only one vehicle per parking pass may use the parking lot at a time. Resident will notify Landlord and provide new identifying information for any new vehicle(s) to be authorized to use the parking lot. Resident is responsible for contacting the designated towing company if an unauthorized vehicle is parked in the parking lot. Resident must show the towing company its parking tag prior to any towing of unauthorized vehicles. Landlord or Landlord's representative reserves the right to tow any vehicle parked in a space without a proper pass or decal.

**8. BINDING AGREEMENT.** The parties acknowledge and agree that this Addendum shall be binding upon their heirs, legal representatives, successors and assigns.

**Vehicle and Contact Information:**

Make:

Model:

Year:

Color:

License Plate #\_\_

State:

\_\_\_\_\_  
**Resident Signature**                      **Date**

\_\_\_\_\_  
**Landlord or Authorized Agent Signature**      **Date**