

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

Effective 1/18/2022

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

- 1. ELIGIBILITY CONDITION:** In order to be eligible to enter into this Agreement, Tenant must meet the Eligibility Conditions as set forth below. By entering into this Agreement, Tenant represents and warrants to the University that Tenant meets at least one of these eligibility conditions. Dwellings in Student Family Housing are generally available only to married students, single students with children, and faculty under certain conditions:

**A. Students:** Only matriculated students of the University and their immediate family members may live in University Student Family Housing. Spouses and children of students are considered immediate family members. If the student is either divorced or separated from their spouse, the student must have custody of the child(ren) to be eligible for residence at Student Family Housing. Parents, grandparents, siblings, and other relatives of the Tenant are not considered members of the immediate family and do not qualify as tenants and may not live in University Student Family Housing.

Tenants must be enrolled as full-time students, 9 credits per semester and 4 credits per term, and maintain such full-time student status except as provided herein. Tenants may discontinue registration for one semester or two terms and remain in on-campus housing if they have lived in Student Family Housing for the two previous consecutive semesters, and they have completed those two previous semesters as full-time students, and they are registered to again be full-time students for the following semester or two terms. They may also continue to live in Student Family Housing as long as the cotenant spouse is a full-time student.

**B. Faculty:** Dwellings in Student Family Housing may be available to a limited number of new and visiting faculty members for a period of up to one year. Faculty placement is subject to the approval of the University’s Academic Vice President and space availability.

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

In entering into this Agreement, Tenants acknowledge the following:

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

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

I also agree to allow the University or its agent to contact me by email or cell phone in an effort to collect the debt. I also authorize the University or its agent to use automated telephone dialing equipment, and to use artificial or pre-recorded voice messages in their efforts to contact me. Further I understand that I may withdraw my consent to call my cell phone by submitting my request in writing to the University or in writing to the applicable agent contacting me on behalf the University by updating my personal information in my BYU profile in myBYU.

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

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

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

- 1) Cancels this Agreement before the cancellation deadline as found in paragraph 19 of these Terms and Conditions

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

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

At the time of termination of this Agreement, the balance of any deposit or any prepaid rent will within 30 days be deposited in the Tenant's University account and a written itemization of any deductions from the deposit will be posted to the Tenant's message board on [housing.byu.edu](http://housing.byu.edu), or the written itemization will be posted to the Tenant's message board on [housing.byu.edu](http://housing.byu.edu) within 15 days after a new mailing address is provided to the Campus Accommodations Office. However, if there is damage to University property, reimbursement will not occur until the end of the 30-day period.

- 6. HOUSING STANDARDS:** Tenants and their family members agree to conduct themselves in accordance with the CES Honor Code, and to abide by the published Student Family Housing Guidelines, [www.byu.edu/oncampushousing/](http://www.byu.edu/oncampushousing/), which guidelines are incorporated herein by reference. Failure to maintain such standards or abide by such guidelines constitutes a material breach of this Agreement. The University reserves the right to amend the Student Family Housing Guidelines from time to time by giving thirty (30) days notice in writing of any change. Following the 30-day notice it is agreed that such change will be a modification of this Agreement and the Tenant(s) will be held responsible for the change.
- 7. UTILITIES:** Tenants are responsible for electricity which is billed separately by the University to the Tenant's University account. Billing originates from Provo City and includes all applicable fees and taxes. The University agrees to pay for the Tenant's reasonable use of water, garbage, sewer, natural gas, internet and BYU Campus Television content. However, any unreasonable use of water, garbage, sewer, natural gas, internet, or BYU Campus Television will be billed to Tenant(s).

- 8. TECHNOLOGY SERVICES:** All use of the university's information technology (IT) resources is governed by the "Appropriate Use of Information Technology Resources Policy." Access to university IT resources is limited to university personnel, students, and others authorized by the university and may be subject to legal, ethical, and university requirements. See <https://policy.byu.edu/view/appropriate-use-of-information-technology-resources-policy>. Specific details of all IT services in on-campus housing can be found on the Office of Information Technology (OIT) homepage at [it.byu.edu](http://it.byu.edu).
- 9. RIGHT OF PRIVACY AND INSPECTION:** In the case of an emergency which threatens life or property, the University may enter the Dwelling without consent, but the University will use its best efforts to provide notice before entry if practicable. In all other cases, including but not limited to inspections, making repairs, or exhibiting the space, the University and/or its representatives, e.g., contractors, may enter after at least 24 hours' written notice. Such written notice may be given by actual delivery of notice to the Tenant(s) or family member of Tenant(s), or by posting a notice in a conspicuous place stating such intent to enter. The University may enter the Dwelling after the 24 hours' written notice during reasonable hours and after knocking. Whenever the Tenant(s) requests the University to make repairs, consent is deemed to have been given to the University to enter without providing 24 hours' notice, but only to make the requested repairs, consent is deemed to have been given to the University to enter without providing 24 hours' notice, but only to make the requested repairs and only after knocking and at reasonable hours
- 10. ALTERATIONS:** The Tenant(s) shall not paint, wallpaper, add or change locks or make other alterations to the property without the University's prior written consent.
- 11. DWELLING KEYS:** Each Dwelling is assigned two (2) Dwelling keys when the Tenant moves in. Additional Dwelling keys may be assigned at the request of the Tenant(s) for a fee of \$3.00 per key up to two additional keys. A charge for re-keying will be assessed for all lost keys or keys not returned upon termination of the Agreement.
- 12. MAINTENANCE:** Tenants shall properly use all furniture, furnishings, appliances, and electrical and plumbing fixtures, and keep them as clean and sanitary as practicable. Excluding reasonable wear and tear, the Tenant(s) shall notify the University and pay for all repairs and replacement caused by the Tenant(s), their family members', or the Tenant's invitees' negligence or misuse. The University reserves the right, at its convenience, to schedule replacement of features within the Dwelling, e.g., carpet, vinyl, appliances. In accordance with paragraph 9 of this Agreement the University will coordinate such replacement(s) with Tenants. If the Tenant(s) refuses to allow the University access as provided herein, the University may immediately terminate this Agreement, remove the Tenant(s) from the rental space, and charge the Tenant(s) for all related damages.
- 13. PERSONAL PROPERTY & FURNISHINGS:** Personal property of the Tenant(s) is not covered by any insurance provided by the University and the Tenant(s) is strongly encouraged to obtain renters insurance. Tenants living in University Housing hereby waive all claims against the University for loss of or damage to clothing, valuables, or other personal property, including money, even if such loss or damage is the result of negligence on the part of the University, its employees, or its agents.
- The furnishings outlined in the Student Family Housing Guidelines, including blinds must remain in their designated place. They are not to be removed from the Dwelling, except by authorized housing or maintenance personnel for cleaning or repair.
- 14. RISK OF PERSONAL INJURY:** Tenants agree to release the University from liability for personal injury to the Tenant(s), or the family or guest of the Tenant(s), even if such results from the negligence of the University.
- 15. NO RIGHT TO ASSIGN, SUBLET OR RENT:** This Agreement is not assignable or transferable. Tenant(s) may not enter into any sublease. Tenant(s) may not allow the contracted Dwelling to be occupied in the absence of Tenant(s). Tenant(s) may not allow the contracted Dwelling to be listed on any hosting website including Airbnb, HomeAway, VRBO or any other vacation or rental property website or publication, and may not rent their contracted Dwelling as a vacation or rental property.

**16. REASSIGNMENT TO ACCOMMODATE A DISABILITY:** Tenants and their families assigned to or who select a Dwelling which has been designed to be accessible for individuals with disabilities may be reassigned by the University at any time to a different Dwelling should there be a need to use the Dwelling to accommodate the disability of another tenant or the disability of a family member of another tenant.

In the event that during the course of the Tenancy, the Tenant or one of the Tenant's family members becomes disabled and is in need of an accommodation, the University reserves the right to reassign the Tenant(s) to another Dwelling designed to accommodate the particular type of disability.

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

**18. TERMINATION OF UNIVERSITY HOUSING:** Termination is permitted as follows:

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

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

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

- (1) Failure of the Tenant(s) to make any payment required under this Agreement when due;
- (2) When the cost of damages caused by the Tenant(s), their family member, or guest exceeds the amount of the deposit;
- (3) When the Tenant(s) causes material, substantial, or continuing breach of this Agreement;
- (4) When the Tenant(s) or a family member violates the CES Honor Code, Student Housing Policy, or the Student Family Housing Guidelines. The decision about whether a Tenant has violated the CES Honor Code, University policy, or other standards sufficient to be removed from University Housing is up to the Office of Residence Life; action taken by any other division of the University including the Honor Code Office, does not preclude the Office of Residence Life from determining that there has been a material breach of this Agreement;
- (5) When the Tenant(s) or a family member endangers human life (including threats of suicide); or threatens physical harm against other individuals, or commits domestic violence against family members, assaults or injures another; or repeatedly harasses, annoys, or disturbs other individuals;
- (6) When the Tenant(s) or a family member intentionally damages, defaces, or destroys University property; or intentionally damages, defaces, or destroys the property of, or threatens physical harm against, other tenants or University employees.
- (7) When the Tenant(s) or a family member suffers, permits, or maintains any nuisance, or health or safety hazard on University property;
- (8) When the Tenant(s) or a family member uses the premises for unlawful purposes or contrary to University policy.

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

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

**19. CANCELLATION DEADLINES:** This Agreement may be cancelled by the Tenant(s), without penalty, so long as the Tenant(s) gives notice by the earlier of the following:

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

**20. ATTORNEYS' FEES:** In any action or proceeding arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

**21. ACCEPTANCE BY TENANT:** Acceptance of this Agreement is the Tenant's acknowledgment that he or she has read, understood, and agreed to the Terms and Conditions, including, without limitation, the Terms and Conditions relating to payment of late fees, termination, and the CES Honor Code.

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

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I Accept

I Do Not Accept