

# SPARKS II APARTMENTS 2010-SPRING/SUMMER BYU STUDENT-LANDLORD RENTAL AGREEMENT

## 4-PERSON APARTMENT – SHARED ROOM

<b>This Contract is entered into on this date</b> Day: _____ Month: _____ Year: _____		
<b>Student's Name:</b> _____		<b>Phone:</b> _____
<b>Permanent Home Address:</b> _____		<b>Student's E-mail Address:</b> _____
<b>Educational Institution:</b> _____		<b>Student's I.D. Number:</b> _____
Landlord's Name: <b>SPARKS II APARTMENTS</b>		Landlord's Phone: <b>801-371-6500</b>
Landlord's Local Agent: <b>SETH &amp; CARROL ROBINS</b>		Landlord's E-mail Address: <a href="mailto:sparksii@gmail.com">sparksii@gmail.com</a>
Local Agent's Mailing Address: <b>999 EAST 450 NORTH #12, PROVO, UT 84606</b>		Agent's Phone: <b>801-371-6500</b>
Landlord's Second Contact: <b>P.A.R. MANAGEMENT</b>		Contact's Phone: <b>801-375-0521</b>
Second Contact's Mailing Address: <b>190 WEST 800 NORTH #103, PROVO, UT 84601</b>		

**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 BYU, enrolled in daytime or evening classes; or, I have applied to BYU or a qualifying institution and been accepted for enrollment; or, I am enrolled in and will provide proof of attending at least 75% of classes at an LDS institute program for credit; or, I am a student of an educational institution which provides jointly administered Title IX sex segregated housing through common off-campus landlords (Utah Valley University, Stevens Henager College, Provo College, Paul Mitchell The School, Bon Lossee, Dallas Roberts Academy, Nomen-Global Language Centers, American Institute of Medical and Dental Technology, Renaissance Academe De Hair Design, Selnate International School), and 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BYU Contracted Housing for violating the Residential Living Standards nor have I been dismissed, suspended, nor have I withdrawn (in lieu of being suspended or dismissed) from BYU for non-academic reasons.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 gender 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 this agreement 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 Route Y 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 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:** \_\_\_\_\_

- RENTAL AND PARKING ACCOMMODATIONS:** The landlord will provide the following rental accommodations, commonly known as: **Sparks II Apartments** located at **999 East 450 N. in Provo, UT** 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: **a two bedroom apartment** is to be occupied by a maximum of **four (4)** persons. Bedroom rented: **Shared**. Landlord has a total of **150** off-street parking spaces available for a maximum occupant capacity of **200**.
- TERM OF CONTRACT:** Occupancy shall begin on the **26<sup>th</sup>** day of **April, 2010 at 10:00 AM** and shall terminate on the **14<sup>th</sup>** day of **August, 2010 at 12:00 Noon**. **Rental Rate:** Total rent for this period will be **\$434.19** payable in equal payments of **\$120.00**. Student will pay \$20.00 for April 2010 rent (5 days). April and May 2010 rent in the amount of \$140.00 is due in the rental office when contract is signed. Student will pay \$54.19 for August 2010 rent (14 days). August 2010 rent is due in the rental office when contract is signed. Rents for the months of June 2010 and July 2010 are due on the 1<sup>st</sup> day of each month.
- LATE FEES:** The rent is to be paid to landlord at the following address: **Rental Office; 999 E. 450 No. #12, Provo, UT 84606**. 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 \$25.00, plus \$5.00 for each additional day that the rent continues to be unpaid. **The total late fee for any single month shall not exceed \$50.00**. Late fees shall not be exorbitant and must bear a reasonable relationship to actual damages suffered.
- UTILITIES:** The student will be responsible for the utilities indicated: **Gas, Electricity, and your own Telephone (if you require one.)** The student will be billed separately by the landlord for the gas and electricity.
- SECURITY DEPOSIT:** The student will pay a security deposit to the landlord, upon the signing of this Agreement. The amount of the deposit shall be \$200.00, 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

**DO NOT SIGN UNTIL YOU READ AND UNDERSTAND ALL THE TERMS AND CONDITIONS OF THIS CONTRACT**

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 décor, but must contain appliances and furnishings in keeping with what was shown)
7. **A. 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, oppressive, unreasonable, or inequitable shall not be enforced in mediation, arbitration or by any court.
- B. FEES, COPIES, AND RECEIPTS:** 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, and bills at the time of agreement or billing, and shall provide a receipt for any money paid in cash at the time of payment.
- C. KEYS:** An entry key must be provided for each resident at the time occupancy begins. Each key will have a code number stamped on the key along with "do not copy". If a key is lost or stolen, the lock must be re-keyed. A charge will be assessed to tenant(s) for all lost keys, keys not returned, or re-keying.
8. **RESIDENTIAL LIVING STANDARDS:** The landlord agrees to exercise reasonable effort to maintain and enforce the Residential Living Standards 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 CCR or the matter may be submitted by the BYU Off-Campus Office. 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 an owner 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 BYU Center for Conflict Resolution (hereinafter "CCR") for binding mediation/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 CCR unless the CCR declines to mediate the controversy. If mediation fails to resolve the problem, either party may request arbitration by the CCR. If either party requests arbitration, both parties agree to submit to the jurisdiction of the CCR and be bound by its decision as rendered in accordance with its rules and regulations. The parties agree that the CCR 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 will 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 will 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. Eviction: If a BYU student requests mediation after an eviction notice has been served, the CCR must schedule mediation within 72 hours or three business days. 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.
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 Route Y each semester/term, failure to do so will result in non-compliance fees of up to \$150 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 OffCampus 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 OffCampus Housing Handbook*, Section 17.05. 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 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 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 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. The landlord agrees to remit within 5 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. **PETS:** No pet(s) shall be kept on the premises without the prior written consent of the landlord and all students in the rental unit.

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 gender 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 and 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) Expanding technology and additional functionality of new computers and accessories has increased the possible use of web cameras or other image recording/transmitting devices in student bedrooms. All students living in rooms where this equipment exists and is used, 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 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 12 hours written notice. Such 12 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 after 12 hours written notice 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 requests the landlord to make repairs or provide agreed upon services, consent is deemed to have been given to the landlord to enter without a 12 hours 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 7 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 telephone transfer fees and nonrefundable utility hookup fees, if any, plus \$40 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 or mailed to the student within 30 days after termination of the tenancy, 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.
22. **TERMINATION BEFORE COMMENCEMENT 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 BY STUDENT OR AUTOMATIC TERMINATION:** The Agreement may be automatically terminated, or terminated by the student, 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) If the student officially withdraws from school due to a verified unforeseeable and unexpected catastrophic loss or serious illness. In such instances, termination of the Agreement is in effect after acceptable verification has taken place. Student shall forfeit security deposit and legal deductions. (C) If the student leaves school due to a verified call into active military duty, the student may terminate further contractual obligation after 5 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 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 security deposit and legal deductions. After receiving the 120 day written notice the Landlord may at the end of any semester, relet 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. 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 penalty or 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 except as agreed to by landlord. (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 maintain 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; (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.**

**ADDENDUM TO THE CONTRACT  
LANDLORDS RULES AND REGULATIONS**

**We are BYU-Approved Housing and we will enforce all BYU Standards. ALL RESIDENTS AND THEIR GUESTS ARE REQUIRED TO ABIDE BY THESE STANDARDS.**

(See Residential Living Standards of Student - Landlord Rental Agreement)

1. **CONTRACT DATES:** Students who occupy accommodations prior to the beginning and ending dates listed on the contract (paragraph 2) will pay a daily rate of \$50.00
2. **APARTMENT ASSIGNED** - Apartment number will be assigned at check in
3. **APARTMENT SHOWN** - Student acknowledges that not all apartments or furnishings are exactly the same. There may be differences in the total square footage, layout, color/kind of carpet, wall paint color, number of sinks, placement of doors, etc. For this reason, any model or sample apartment you are shown prior to or after signing this Agreement was chosen based on what apartments were available to show, and is meant to show you the general physical layout, not how new or clean any furnishings or interior conditions of your actual apartment may be. Student acknowledges that the apartment shown may not be the actual apartment assigned to them. \_\_\_\_\_ **(Please Initial)**
4. **CHECKING IN:** All students must officially check in through the rental office before taking occupancy of the apartment. Specific apartment assignments are not final until student takes possession.
5. **PAYMENTS:** Rent is due in advance on the 1<sup>st</sup> day of each month with or without a statement being provided. All payments are to be paid to the landlord at the property rental office. For the address see paragraph 1 of the rental contract. **Our normal method of payment is cash or personal checks. We do not give change. Checks should be made payable to landlord and delivered to the address located in paragraph 3 of the rental contract. If you choose to pay with a debit or credit card, a "convenience fee" of \$25.00 per transaction will be added at the time of payment.**
6. **MONIES CREDITED** - Monies received in connection with this contract will be credited in the following priority: Rental Deposit, Utilities, Late Fees, Service Fees, Damage beyond normal wear and tear, Failed monthly or semester inspections, Cleaning Charges, Past Due Rent, and Current Rent.
7. **RENTAL ACCOMMODATIONS** - There is a minimum basic rental charge for a total rental unit. An apartment is rented on a per person, per apartment space basis only. The landlord will consolidate students within an apartment and will require students who pay for a shared bedroom, to occupy a shared bedroom. If one or more tenants move out of the rental unit, the Landlord will try to provide replacements. If the replacements are not accepted by the tenants remaining in the apartment, the Landlord can request the remaining tenants to either vacate to another apartment within the complex or pay a rental charge for each replacement they did not accept. Tenants agree to accept immediately one of the two alternatives. If tenants verbally or unfairly discourage a replacement tenant from moving in, the tenants at fault will automatically be responsible for the rental charge of each unit.
8. **UTILITIES: TELEPHONE: THE LANDLORD DOES NOT PROVIDE TELEPHONE SERVICE OF ANY KIND. ELECTRICITY:** The amount of the individual payment for this utility is determined by dividing each apartment's total monthly bill by the number of students who hold current contracts in the apartment. **GAS:** The amount of the individual payment for this utility is determined by dividing the total monthly bill for the apartment complex by the number of students who hold current contracts in the complex. **These utilities will be due and payable on the 1<sup>st</sup> day of each month and will be considered late after the 5<sup>th</sup> day of the month. In most situations, the Student's last month's utilities will be deducted from the Student's Security Deposit.**
9. **SERVICE FEES:** Landlord will charge student a \$75.00 "service fee" if student is served a "Three Day Notice to Pay Rent or Quit" or other eviction notice, for just cause, if served by a constable.
10. **RETURNED CHECK FEE:** Processing checks is very costly and time consuming. Any check returned to the Landlord from the bank for any reason will result in the tenant's account being assessed a \$20.00 bounce check fee. Late fees will also be assessed to the tenant if good funds are received after the late rent date. After two returned checks, payments from the tenant will no longer be accepted in the form of a personal check.
11. **DO YOU PLAN TO BRING A CAR TO SCHOOL WITH YOU? YES \_\_\_\_\_ NO \_\_\_\_\_** Tenant agrees to have no more than one auto on the premises, to register his auto with the landlord, to obtain a parking sticker (if one is provided), and to park in legally marked stalls only, provided some are available when desired by tenant. **Landlord does not guarantee as part of this agreement to furnish auto parking beyond that which is presently available.** Landlord shall not be liable to tenant if parking space is not available for any reason. All autos found without parking stickers (if they have been provided), or illegally parked, will be towed away or impounded at the car owner's expense without further notice to the tenant. Tenant further understands and agrees that the Landlord is not responsible for theft or damage to tenant's or tenant's guests vehicles and/or the contents of the vehicles, unless the same is due to the negligence of the Landlord. (See paragraph 12 of the Student/Landlord Agreement.)
12. **PARKING LOT** - The parking area is not to be used to repair cars and motorcycles, nor for the purpose of draining oil from engines and transmissions. Cars not in working order (even with a sticker) must be removed from the parking lot. Cars cannot be stored in parking lot (even with a current sticker). Cars must be moved at least once a week.
13. **MISCELLANEOUS** –
  - (A) Items used and stored in the tenant's apartment shall not include electrical items other than clocks, radios, personal computers, stereo equipment, televisions, and other low voltage equipment.
  - (B) Water beds, water-filled furniture and large exercise equipment are prohibited. (C) The tenant's apartment will not be used for commercial purposes.
  - (D) The Landlord is not responsible for personal injury due to conflict between the tenants.
  - (E) No mechanical work is allowed on autos, etc., in parking areas and no oil, chemicals, or other hazardous waste(s) are to be disposed of in the apartment dumpsters or waste containers. Tenant will pay for any clean up and disposal costs associated with improper disposal of the above listed materials.
  - (F) The tenant is required to pay a deposit for each apartment space he/she occupies.
  - (G) Tenants are not to use the living room couches or loveseats for overnight sleeping. Beds have been provided in the tenant's bedroom for this purpose.
  - (H) Garbage must be removed from the buildings and deposited in dumpsters in the complex.
  - (I) Tenants are responsible for keeping the walkways, balconies, railings, and patios adjacent to their apartments clean and clear of any and all objects.
  - (J) If tenant moves and their contract has not been sold prior to normal termination date, the Landlord, if requested by another tenant, may assign the vacancy to another equally suitable apartment within the complex (if current tenant submits written approval to Landlord) until the rental period covered by the tenant's security deposit has ended. In this instance, the current tenant agrees that Landlord will not pay the \$40.00 moving fee. Landlord has an ongoing duty to mitigate damages; any transfer will not change that obligation.
  - (K) Snowball throwing, water fights, fireworks, open flames of any kind i.e. incense, candles etc, are not allowed on the premises. (L) No items shall be placed in the furnace closet (i.e. vacuums, mops, brooms, boxes, papers, or other flammable materials).
  - (M) The use or keeping of gasoline or other explosive substances in the apartment is absolutely prohibited.
  - (N) By order of the Provo Fire Marshall and at the request of our insurance company, all cooking will be restricted to the kitchen areas. Barbecuing is not allowed in the apartments, on the balconies and walkways or near the buildings.

**TERMS AND CONDITIONS CONTINUED ON REVERSE SIDE. DO NOT SIGN UNTIL YOU READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE REVERSE SIDE.**

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I have read and understand this agreement and have been given a copy for my records and promise to abide by the conditions set forth in this agreement.  
*The terms and conditions found on the following two pages are incorporated herein by reference*

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14. **FURNITURE PROVIDED** - The apartment complex will provide beds, dressers, couch, chairs, desks, and a kitchen table set, also stove, fridge and a microwave. You may add your own furniture as desired. **YOU ARE TO BRING A MATTRESS COVER OR BED PAD FOR YOUR TWIN BED.** Sleeping on a bed without a proper mattress cover will result in that tenant being charged to replace the mattress if it is damaged. You will also need your own dishes, TV, pots, pans, and personal linens. All furniture is to remain inside of the apartment and at check-out time be replaced to the proper location as indicated in the instructions. No furniture can be exchanged with another apartment's furniture. This includes vacuum cleaners!
15. **FACILITIES** - Use of the apartment complex facilities are for the enjoyment of the tenants. Tenants may use these facilities at their own risk and will not hold the Landlord responsible for any accident or injury resulting from the use of the facilities unless the same is due to the negligence of the Landlord. (B) The person(s) reserving the common areas for activities, meetings etc. is responsible for clean up and any damages resulting from the activity. (C) Failure of the tenants or their guests to abide by the pool/spa rules (If pool or Spa are provided) will result in the loss of the tenants pool/spa-use privileges.
16. **NO USE OR POSSESSION OF ALCOHOL OF ANY KIND, NO USE OR POSSESSION OF ILLEGAL DRUGS IN ANY FORM, NO TOBACCO OR CHEWING TOBACCO, NO OFFENSIVE POSTERS OR PICTURES SHALL BE PERMITTED ON THE PREMISES (IN THE APARTMENTS, PARKING LOT, SIDEWALKS OR LAWNS)** either by the tenant or guests of the tenant. Violations shall be a breach of contract and will result in tenant(s) being requested to correct the problem permanently or face eviction. No second chances!
17. **DRESS AND GROOMING STANDARDS:** As part of the Residential Living Standards, Student agrees to adhere to the Dress and Grooming Standards, which are as follows:  
**(All Students)**  
A clean and well-cared-for appearance should be maintained. Clothing is inappropriate when it is sleeveless, strapless, backless, revealing; has slits above the knee, or is form fitting. Shorts must be knee length or longer. Hairstyles should be clean and neat, avoiding extreme styles or colors.  
**(Men)**  
Hairstyles should be clean and neat and trimmed above the collar leaving the ear uncovered. Sideburns should not extend below the earlobe or onto the cheek. If worn, mustaches should be neatly trimmed and may not extend beyond or below the corners of the mouth. Men are expected to be clean shaven: beards are not acceptable. Earrings and other body piercings are not acceptable.  
**(Women)**  
Dresses, skirts, and shorts must be knee length or longer. Excessive ear piercing (more than one per ear) and all body piercings are not acceptable.
18. **GUEST AND GUEST FEE.** Visiting hours for all guests of Student begin at 9:00 a.m. and extend until 12:00 midnight. Friday night visiting hours may extend until 1:30 a.m. The Student may not have overnight guests without notice to and written consent of the landlord and all other students in the dwelling. If consent is given, a single student shall have only overnight guests of the same gender as designated for the dwelling. The overnight guest fee is \$15.00 per guest per night and is to be paid in advance by the Student. Guests may not stay for more than three (3) days. Having unauthorized guests overnight is grounds for eviction. All guests must comply with the BYU Honor Code and the Residential Living Standards when on the property.
19. **QUIET HOURS** - Quiet hours begin at 10:00 PM each night. After this time, loud talking, loud music or other noise that causes a disturbance will not be allowed. These rules are necessary for those who desire to sleep or study. Tenants are expected to respect the rights of other tenants to privacy. Tenants or guests are expected to knock before entering any apartment or room other than their own.
20. **PETS** - Pets are not allowed on this property, in or out of the apartments. This includes mammals, birds, rodents and reptiles. (Refer to contract. section 16)
21. **FIREWORKS** - Tenant agrees not to bring or permit fireworks anywhere on the premises.
22. **WINDOWS** - Windows should be closed during rain storms and locked when leaving the apartment. Windows should not be used to gain entrance to the apartment if the tenant is locked out. Window screens should not be removed. When window screens are removed and/or damaged, the responsible tenant(s) will be charged for the cost of reinstalling, repairing, or replacing them:
23. **CLIMBING ON THE ROOF** - Tenants are not to climb up onto the roof for any reason whatsoever.
24. **MAILBOXES** - No one shall force or pry open any mailboxes. Tenants will be charged for repairing any mailbox that has been pried open and may thereafter be required to obtain their mail from the local post office.
25. **DAMAGES TO WALLS** - Please be responsible not to cause undue damages to the walls while hanging pictures, etc. Do not use tape of any kind. Tenant will be charged to repair any excessive wall damages. **Pictures, posters, etc. may be hung by using very small nails sparingly.**
26. **DAMAGES BY THE TENANT** - Any apartment furnishings or equipment that is damaged by the tenant or their guests will be repaired and/or replaced by the Landlord at the expense of the responsible tenant. If the responsible tenant is not identified, all tenants in the apartment will be held jointly responsible. Damages on or around the apartment should be reported to the manager immediately so that repairs can be made. Charges will depend on the current retail price of the item(s) to be replaced, plus labor. **PAYMENT IS DUE UPON RECEIPT OF INVOICE.**
27. **RELOCATION OF TENANTS** - Tenants cannot relocate themselves or other tenants in another apartment without managers written authorization. If written authorization is given, the tenant will be charged a onetime \$50.00 processing fee. Also, tenants cannot change spaces/rental spaces in bedrooms, that tenant has either moved into or been assigned within the apartment, that the tenant has rented, after the 1st week of the contract period without the managers written authorization.
28. **MONTHLY, SEMESTER AND FINAL CHECK-OUT INSPECTIONS** - Each apartment may be inspected monthly, after proper notice has been given, for reasonable cleanliness, damages and maintenance. Tenant is not required to attend. A copy of the monthly inspection will be left in the apartment. Tenants failing to pass monthly, semester, or final check-out inspection will forfeit a **\$10.00** fee for each job not correctly completed at the time of the initial inspection. **Management will only recheck jobs not passing initial inspection one time.** If Tenant fails to pass the monthly, semester, or final check-out inspection a second time, management will hire someone to clean the job not passing and the responsible tenant will be appropriately charged for the cleaning done (**See paragraph 13 of the Addendum to the Contract**). All cleaning fees and damages will be charged jointly to all tenants in the apartment if the responsible person(s) fail(s) to be identified.
29. **CLEANING OF APARTMENT** - If tenant fails to reasonably clean their assigned job at monthly, semester or Final Check-out time, Management will hire someone at tenant's expense to clean the assigned job. The cleaning charge is \$50.00 per hour, with a one-hour minimum, which includes cleaning supplies. Payment for cleaning is due at time of service.
30. **MAINTENANCE/WORK ORDERS** - If there is a malfunction of either an electrical or plumbing fixture in the apartment, or if any other maintenance problem develops, tenant agrees to notify the Landlord immediately by either calling the rental office and notifying them of the problem or by going online and filling out a work order, or by coming to the rental office and filling out a work order.
31. **KEYS** - A key must be provided for each resident at the time occupancy begins. Each key will have a code number stamped on the key along with "do not copy". If a key is lost or stolen, the lock must be re-keyed. A charge will be assessed to tenant(s) for all lost or stolen keys, keys not returned upon termination of contract or re-keying of locks. This charge shall be due at time of service. Each apartment will be issued one (1) mailbox key and (if applicable) 1 pool key. These keys are to stay in the apartments. If keys to pool or mailbox are lost during the contract period or are not present at the time of check-out, all tenants will be charged jointly to replace these keys. Payment for replacement is due at time of service.



32. **KEYS: LOCKOUT FEE** - \$3.00 lockout fee before 10 p.m.: \$5.00 after 10 p.m. and before 8 a.m. TENANT WILL BE CHARGED FOR BROKEN SCREENS AND WINDOWS.  
\*\*\* **PLEASE NOTE:** ALL FEES WILL BE ASSESSED TO THE TENANT AT THE TIME OF SERVICE. TENANTS WILL BE REQUIRED TO PAY ASSESSED FEES WITH THE FOLLOWING MONTHS RENT.  
**REPLACEMENT OF KEYS:** A charge will be assessed to the tenant(s) for all lost keys, keys not returned upon termination of contract, or re-keying of locks. This charge is due at the time of service
33. **SELLING CONTRACTS** - If the need arises for the tenant to sell their contract before the contract ends, tenant must fill out an "Intent to Sell" form at the management office, (which gives management permission to assist the tenant in selling tenant's contract) and have the "Intent to Sell" form signed by management. Tenant understands and agrees that it is not management's sole responsibility to sell tenant's contract; however, management will assist when possible. Tenant further understands and agrees that he/she/they are financially responsible to pay for this contract and all costs connected with it (this would include tenant's portion of the utilities, i.e. gas, elect. and basic phone service if applicable) until contract is sold. These charges are due in the rental office by the 5th day of each month (as stated in the original rental contract) or late fees will apply. Tenant understands that each prospective renter must complete the application process and fulfill all necessary requirements as set forth by the management which are as follows: (1). Fully complete the rental application making sure to list on the application the name of the tenant whose contract prospective renter wishes to buy. (2). Prospective renter must then return the rental application to management for approval. Tenant agrees that the final decision as to who will buy the tenant's contract will solely be that of the management, which approval shall not be unreasonably withheld. Tenant will be responsible for any reasonable advertising costs to sell contract and these costs will be deducted from the tenant's deposit. If the contract is sold, (either by management or tenant) management will deduct a \$50.00 processing fee.
34. **CHECK-OUT:** At the end of tenancy or occupancy, whichever is sooner, the tenant must secure from management a check-out form, (with an assigned job and a list of required cleaning attached), make an appointment for check-out (at least 48 hrs in advance, if a time has not been assigned, in advance of check-out) Sundays excluded, completely remove all of student's belongings, complete the check-out form and the assigned cleaning, secure the required signatures and return the check-out form to management along with the assigned key(s) to the apartment that were issued at time of check in to student. Student shall be responsible to inform management at the time of check-out, of any damages, caused by the student, that are not readily apparent. Student must also return to management a self addressed stamped envelope for the return of the remainder of the security deposit. If student leaves forwarding address, but fails to leave a self addressed stamped envelope, management will charge a fee of \$1.00 for stamp and envelope. Failure to turn in a check-out form, properly completed with the key(s) issued to the student on the day of vacating the apartment will result in the student being charged a fee of \$40.00 plus any cost to replace the key(s), re-keying of locks, and the cost to clean the unit, which charges shall be deducted from the deposit. Tenant is responsible to become familiar with all applicable charges and rules regarding check-out.
35. **REMOVAL OF TRASH, MOVING AND STORAGE FEE** - There will be a moving fee of \$40.00 per hour (this includes the removal of trash) and a storage fee of \$10.00 per day for items left in the apartment after tenancy ends. Management shall be responsible to store nonperishable items left in apartment for no more than 30 days.
36. **LIGHT BULBS** - Tenant will replace any light bulb not operating at termination of lease or pay up to \$5.00 per bulb. Landlord certifies that all light bulbs are in working order at the time the tenant takes possession of the apartment.
37. **SECURITY/RENTAL DEPOSIT NON-REFUNDABLE FEE** - \$15.00 per semester or portion thereof will be deducted from tenant's security deposit for carpet cleaning (which is done once a year), upholstery and blind cleaning.
38. **OWNER'S LIABILITY** - The owner is not responsible for accidents, loss of or damage to clothing, valuables, money or other personal property, unless the same is due to the negligence of the Landlord. **See paragraph 12 of the Student/Landlord Agreement.**
39. **COLLECTIONS** - In the event payment, under this agreement, is not made at the time and in the manner required, and the account is delinquent for 30 days, the undersigned agrees to pay all reasonable costs of collection, including attorney fees, court costs, filing fees, including charges or commissions, that may be assessed to the Landlord by a collection agency or attorney retained to pursue this matter, with or without suit. If an account becomes 60 days or more delinquent the Landlord will provide the credit rating information to the Provo Credit Bureau/Experian.

**IN THE EVENT OF ANY CONFLICT BETWEEN ANY ORAL AGREEMENT AND THE TERMS OF THIS CONTRACT, THE LATTER SHALL GOVERN.**

**Sparks II Apartments Internet Service Agreement**

**Tenant Name** \_\_\_\_\_ **Apartment #** \_\_\_\_\_ **Phone #** \_\_\_\_\_  
 Please Print

**E-Mail Address** \_\_\_\_\_  
 Please Print

**Tenant Agreement:**

Tenant agrees and understands that the hookup to Sparks II Internet does not include ownership of any wiring or equipment and only pays for the use of the Hub/Switch and wiring located in each apartment. The above mentioned Hub/Switch will convert the signal to Ethernet, ready to connect to computers. Tenant also understands that security on the cable and wireless system is minimal and additional security will need to be provided by the Tenant, as needed. A \$15.00 fee will be charged each time a technician is requested or sent to your apartment, or if a virus is found on your computer that affects the network. **Tenant is required to have a working anti-virus program on his/her computer**

**User Agreement**

**A.** Tenant agrees to comply with the limits of operation as herein stipulated. Sparks II Apartments reserves the right but does not have the obligation to remove any communication or material that Sparks II Apartments believes in its sole discretion violates the limits of operation.

**B.** Tenant assumes total responsibility and risk for the use of the Service and the Internet. Tenant understands that Sparks II Apartments does not control or endorse information found on the Internet. Sparks II Apartments does not make or express any implied warranties, representations, or endorsements whatsoever with regard to service, any merchandise or information provided through the service or on the Internet in general. Sparks II Apartments makes no guarantees or warranty, expressed or implied of bandwidth.

**C.** Tenant understands that Sparks II Apartments purchases the Internet from an Internet service provider. Sparks II Apartments does not control the operation or repair of the internet system. Therefore, Sparks II Apartments shall not be responsible or liable for any incidental or consequential damages arising from use or inability to use the Service or an information or transaction provided by the service or downloaded or hyperlinked from the service. Tenant acknowledges that there could be extended periods of time without internet while service is repaired or a new Internet service provider is contracted to provide service.

**C. Limits of Operation:** Tenant agrees to abide by these rules, as follows:

1. No hosting of Web sites
2. No excessive downloading of file sharing systems, Internet games, other file sharing services, or other large files that would affect the speed of the entire Sparks II Apartment internet network.
3. No sending of unsolicited E-mail
4. No mail bombing or spamming
5. No message may be posted which is libelous, defamatory, or which discloses private or personal matters concerning any persons
6. No image, message, or data will be transmitted or received which is indecent, obscene, or pornographic
7. There will be no interference with the service of others
8. No unauthorized access, alteration, destruction, or any attempt thereof, of any information of any customer or end-users, or in violation of the law or in aid of any unlawful act.
9. Messages may not be posted which are harmful, abusive, or destructive in any way
10. No product or service shall be used which may interfere with the use of the network by other customers or authorized users
11. **Each Customer is entitled to ONE computer hookup. Sharing of service is strictly forbidden.**
12. Customers may not run wires throughout the apartment
13. Internet may only be used in harmony with Brigham Young University standards

**D. Termination:** Sparks II Apartments reserves the right to terminate Tenant service immediately for any reason.

**E. Indemnification:** Customer agrees to hold harmless Sparks II Apartments, its parent, partners, their officers, employees, agents and suppliers from and against all losses, expenses, damages, and costs including reasonable attorney=s fees, resulting from any violation of this agreement by tenant or by any type of system failure, outage, or termination.

**Tenant Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
 By signing, the tenant acknowledges they have read and understand the above agreement.