



## Brigham Young University

### 2013 AGREEMENT FOR CONTRACTED OFF-CAMPUS HOUSING

I, the undersigned:

Name of Owner: \_\_\_\_\_ Telephone Numbers: \_\_\_\_\_

Owner's Address: \_\_\_\_\_ Net ID: \_\_\_\_\_

Owner's e-mail Address: \_\_\_\_\_

hereby apply to the Off-Campus Housing Office of Brigham Young University (hereinafter "university") for inclusion of the rental facilities (hereinafter "facilities") as contracted university off-campus housing for single students as described in Addendum One which is issued by the BYU Off-Campus Housing Office and incorporated herein by reference. I agree to be immediately bound to the university housing policies and regulations contained in the *BYU Off-Campus Housing Handbook* (hereinafter "Handbook") including the following:

1. Exercise every reasonable effort to maintain the BYU Residential Living Standards as set forth in Section 5 of the Handbook and to inform residents of these standards, pursue compliance, and make a report to the university when notice is given of; there is knowledge of or suspicion of a violation.
2. Separate single students and non-students according to the university policies and procedures set forth in Section 6 of the Handbook. **Any modification of the facilities' pattern of separating students and non-students requires written consent from the BYU Off-Campus Housing Office in order for the university contract to remain valid.**
3. Separate single men students and single women students according to the university policies and procedures set forth in Section 7 of the Handbook. **Any modification of the facilities' pattern of separating single men and single women requires written consent from the BYU Off-Campus Housing Office in order for the university contract to remain valid.**
4. Rent student contracted facilities only to tenants who are eligible single students and remove any tenant not meeting said definitions upon notice given to landlord or its agent.
5. Complete the Tenant Checklist each semester/term using the Student Address Verification System by the deadline. If a computer is not available, provide the university with the names and addresses of any or all occupants living in contracted units each semester/term. Provide information regarding current occupancy to Off-Campus Housing, including tenant institutions, each semester/term for occupancy and/or statistical purposes.
6. Ensure that all descriptions, advertisements, or promotions of the facilities are accurate and not deceptive and exercise good faith, fair dealing, e.g., by refusing to rent to students based on year in school, and honesty in all relations with tenants. If an owner's or agent's dealings with students or the Off-Campus Housing Office have been misleading, deceptive, dishonest, unfair, or have been in bad faith, the university may withdraw its contract immediately.
7. Preserve the quiet enjoyment and peaceful possession of the rental unit by the tenant and use lawful procedures of notice and entry as stated in the rental agreement.
8. Practice no discrimination in the rental of the facilities on the basis of race, religion, color, national origin, or disability.
9. Use with every tenant occupying a contracted rental facility the latest edition of the standard form BYU Student-Landlord Rental Agreement prepared by BYU. **All application agreements, addenda, including house rules, and other provisions to the rental agreements shall not have terms that conflict with or supersede any of the Required Clauses published by BYU or the intent thereof.** Use contracts with non-students living in separate non-student buildings of contracted facilities which contain provisions regulating conduct consistent with applicable state and federal laws and ensuring basic principles of modesty, decency, and privacy in keeping with accepted community morals.
10. Provide tenants with copies of all rental agreements, addenda, rules, bills, and receipts for money paid in cash at the time of any agreement or payment.
11. Not store, keep, or maintain on the premises any firearm, explosives, fireworks, or dangerous weapons, including knives (except reasonable cutlery) or other items which, in their intended use, are capable of inflicting serious personal injury nor allow tenants to do the same unless prior written consent is received from owner/agent and all other tenants in the rental unit.
12. Comply with the Management Requirements by providing two persons designated as a "contact" for the purpose of receiving notices required under the Student-Landlord Rental Agreement and to facilitate communications for prompt response to and correction of problems or complaints as outlined in Section 16 of the handbook. The owner must ensure that the name, regular mailing address, and telephone number of the two contacts are given in writing to every student tenant and to the Off-Campus Housing Office and keep such information updated. If e-mail addresses and addresses of places of business are also made known to students and to the Off-Campus Housing Office, the owner must keep such information updated. A "contact" may be the owner or an agent designated by the owner. One of the contacts must reside or do business within the immediate area of Provo, Utah and have a residential address at which students may deliver or post notices and communications. For condo-complexes, one of the contacts must be designated by the homeowners' association to represent all the units in the homeowners' association. The owner agrees and understands that the manager, whether the owner or an agent of the owner, is not an agent of the university. Accordingly, the owner agrees to

indemnify and hold harmless the university against any loss or expense including reasonable attorney's fees arising out of any acts or omissions of the manager. The owner is solely responsible for the actions (monetary or tangible) of their agents.

- 13. Respond promptly to emergencies, urgent problems, or critical repairs on a contracted property as defined and specified in Section 17 of the Handbook when becoming aware of them and work with due diligence to promptly complete the repairs or correct the problem. The BYU Off-Campus Housing Office may withdraw university contract from the owner's rental facilities for failure to respond promptly or reasonably to student-tenant problems involving the condition of the rental facilities, violations of the Residential Living Standards, rental agreements, and conflicts with roommates or other tenants and employees or family members of the owner, or for not working with due diligence to complete repairs or correct such problems.

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- 14. Notify the university's Off-Campus Housing Office of a change of ownership; i.e., any change in the named owner of the rental facility, or any substantial change (transfer of more than 50% interest) in the entity identified as the owner above, or a switch from families to single tenants or a change from single students to families. **New owners must apply for a housing contract with the BYU Off-Campus Housing Office and proceed through the contracting process.**
- 15. Allow representatives of the university and government agencies and all other public safety inspectors to inspect all units of the facilities at reasonable times to determine compliance with this agreement or applicable law.
- 16. Maintain the facilities in accordance with all applicable federal, state, county, and city laws or ordinances and with the applicable Minimum Specifications for BYU-Contracted Off Campus Housing, the most recent version of which is incorporated in Section 20 of the Handbook, and with any reasonable requests of the BYU Off-Campus Housing Office relating to the safety or general welfare of tenants and correct any failures to comply with such laws, ordinances, and specifications in a reasonable time. Landlord must be compliant with zoning and occupancy for his/her particular unit. If the unit is found to be over occupied necessitating one of the tenants to move, the deposit and prepaid rents must be returned to the terminating student on the date of termination of occupancy. If extensive interior remodeling is planned, notice must be given to the BYU Off-Campus Housing Office for approval. Failure to comply may result in withdrawal of your contract.
- 17. Make a good-faith effort to settle any controversies with BYU student tenants in accordance with the Dispute Resolution Procedures of the BYU Off-Campus Housing Office as outlined in Section 21 of the Handbook and abide by the decision of the arbitrators of the BYU Center for Conflict Resolution and its rules when a controversy is presented to them and not unjustly evict the tenant or harass or retaliate against him or her for the exercise of rights under the contract or Utah law.
- 18. Violation of any of the conditions of the contract by the landlord or their agent(s) may constitute sufficient cause for immediate revocation of the contract of the facility. In the event of such contract cancellation or in the event of failure to timely secure a contract, the landlord agrees that any student may elect to terminate the rental agreement with the landlord upon five (5) days' written notice to the landlord. Student tenants are explicit third-party beneficiaries of this agreement and these provisions apply regardless of the terms of the rental agreement. The owner agrees to remit within five days the balance of any prepaid rental or deposit monies or both to any student electing to terminate tenancy after BYU Off-Campus Housing Office notification that the contract of the unit has been withdrawn or if the owner fails to finalize the contract by the commencement date of the student-rental agreement.
- 19. A University contract is valid for no more than one calendar year unless withdrawn or revoked, and is not transferable. The University contract shall be effective at the time an authorized copy of Addendum One to this agreement is issued by the BYU Off-Campus Housing Office to the landlord. Reapplication for a contract for subsequent years is based on the preparation of a new application and meeting all qualifications for contracted housing. No landlord can or should anticipate that they will qualify for subsequent contracts based on receipt of prior contracts.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ Owner

**Management Information (see #12):** Provide the name, Net ID, and addresses of the contacts as required. One must reside within the immediate area of Provo, Utah:

**AGENT INFORMATION:**

\_\_\_\_\_  
*Agent's Name* *Agent's Telephone Numbers*

\_\_\_\_\_  
*Agent's Mailing Address*

\_\_\_\_\_  
*Agent's Email Address* *Agent's Net ID* *Agent's Address of Place of Business*

**SECOND CONTACT INFORMATION:**

\_\_\_\_\_  
*Second Contact's Name* *Second Contact's Telephone Numbers*

\_\_\_\_\_  
*Second Contact's Mailing Address* *Second Contact's Residential Address*

\_\_\_\_\_  
*Second Contact's Email Address* *Second Contact's Net ID* *Second Contact's Address of Place of Business*