



BRIGHAM YOUNG UNIVERSITY HAWAII OFF CAMPUS CONTRACT

SINGLE STUDENT-LANDLORD RENTAL AGREEMENT

This contract is entered into this ___ day of ___, 20___, by ___ Student's Name BYUH ID#

Student's Permanent Address Telephone Email Address

and Agent Name Agent Contact No. Agent E-mail Address

Name of owner; if person above is an agent: _____

CERTIFICATION OF SINGLE STUDENT STATUS: I hereby certify that I am a "single student" and am eligible to rent and reside in BYU-Hawaii Contract Off-Campus Housing (i.e., I am a full-time single student of BYU-Hawaii or have been accepted for enrollment for the upcoming semester). I recognize and understand that my declaration of status as a single student is material to and relied upon by the landlord in entering into this rental agreement and any misrepresentation found herein are grounds for immediate termination of this rental agreement and such other legal and equitable remedies as the landlord should deem to pursue.

Student Signature

RESIDENTIAL LIVING STANDARDS: I agree to comply with, and acknowledge the landlord's and my responsibility to maintain the BYU Hawaii Residential Living standards as listed in this agreement and to help other students maintain the same. Violation of these standards by the student will be sufficient cause for eviction. ___int

GUEST OF THE OPPOSITE SEX: Visitors of the opposite sex are permitted in living rooms and kitchens, but not the sleeping-room or bathroom areas in off campus units. Visitors of the opposite sex are prohibited from entering a studio unit. Visiting hours may begin after 9am and extend until 12 midnight. Landlords may establish a shorter visiting period within the time frame stated if proper notice is given to student. ___int

CONDUCT: All students shall be required to conduct themselves in a manner consistent with the principles of The Church of Jesus Christ of Latter-day Saints and the BYU Hawaii Honor Code. Furthermore, all single students living in University Off Campus Contract Housing are required to abstain from possessing, serving, or consuming alcoholic beverages, coffee, tea, tobacco, kava, and all other harmful drugs. Gambling, pornographic materials, disorderly, obscene or indecent conduct which is inconsistent with the principles of the Church and the BYU Hawaii Honor Code is not permitted in single student off campus housing. All guests of single students must comply with the Residential Living Standards while on the premises of University Contract Housing. ___int

DRESS AND GROOMING STANDARDS: All students residing off campus are required to know the BYU Hawaii dress and grooming standards and abide by them. ___int

1. RENTAL ACCOMMODATIONS: The landlord will provide the following rental accommodations, known as _____ located at _____ (address) in _____ (city) which the landlord warrants will be contracted by the occupancy date in paragraph 2 below and will remain in agreement with the Housing Office at Brigham Young University Hawaii for the term of this contract.

2. TERM OF CONTRACT: Occupancy shall begin on the ___ day of ___, 20___, and shall terminate the ___ day of ___ 20___.

3. Rental rate: Total rent for this period will be \$_____ payable in equal payments of \$_____ due in advance on the day of each month, OR in payments according to the following schedule:

The rent is to be paid to _____ at the following address: _____

4. LATE FEES: If the student fails to pay rent in full within ___ days (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 rental continues to be unpaid.

5. UTILITIES: The student will be responsible for the utilities indicated: Landlord must disclose how charges are determined in an attached addendum

___ Electric ___ Water ___ Internet ___ Cable ___ Phone

6. RENTAL DEPOSIT: The student will pay a rental deposit to the landlord on the ___ day of ___ 20___ or, if a date is not specified, upon the signing of this agreement. The amount of the deposit shall be \$_____, which shall not exceed one month's rent.

7. CONDITION OF PREMISES: The student accepts the premises as being in good order and repair and clean. Both landlord and student agree to arrange a mutually convenient time for both parties to be present at the evaluation of the apartment. The student shall return possession of the premises to the landlord in the same condition as received, cleanliness included, reasonable wear and tear excepted.

8. ADDITIONS: Additional rules, covenants, inventories, cleaning and check-out procedures attached hereto are hereby incorporated into this agreement provided they are not in conflict with any part of the foregoing agreement including the terms and conditions on the reverse side and provided they are on file with the BYU-Hawaii Housing Office.

All forms of this agreement, including terms and conditions on the reverse side and acknowledged attachments, have been read and accepted by the undersigned parties and constitute the entire agreement between the parties. This agreement shall be construed as a contract, and the promises made by the undersigned parties shall be consideration for the other's promises. 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.

Landlord Signature

Date

Student Signature

Date

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

SINGLE STUDENT-LANDLORD RENTAL AGREEMENT

(Terms and Conditions Continued)

RESIDENTIAL LIVING STANDARDS: The Landlord agrees to exercise reasonable effort to maintain the Residential Living Standards as outlined on the front page of this contract. Violation of these standards by the student shall be sufficient cause for eviction. Landlord's failure to take reasonable steps to maintain these standards after notice from a student or BYU Hawaii Housing Office may constitute grounds for student to end the tenancy.

DISPUTE SETTLEMENT: All controversies between the landlord and a BYU-Hawaii single student with respect to the rental facilities or to their rental agreement shall be submitted to the BYU-Hawaii Contract Housing Office for mediation if either party to the controversy so requests by serving written notice to the BYU-Hawaii Housing Office. Both parties agree to make a good-faith effort to settle such controversy through mediation and to be governed by the BYU-Hawaii mediation rules unless the BYU-Hawaii Housing Office declines to mediate the controversy. If mediation fails to resolve the problem, either party may file with Small Claims Court. Landlords who fail to comply with such decision(s) will lose University Contract Housing privileges. If civil court action is pursued to enforce the terms of this agreement, the non-prevailing party agrees to pay all costs in connection therewith, including reasonable attorney's fee.

MISCELLANEOUS STUDENT OBLIGATIONS: The student agrees to use the property as his or her personal residence and to comply with all applicable city, county, and state laws in use of the property. 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 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, member 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 alteration to the property or its contents without first obtaining the written consent of the landlord.

REPAIRS AND MAINTENANCE: The landlord agrees to maintain, at his or her expense, both the interior and the exterior of the property and any provided furnishings or appliances in safe, sanitary, and operable condition and commits to minimum specifications for approved BYU-Hawaii Contract Housing as set forth in the BYU-Hawaii Contract Housing Handbook. The landlord shall respond in a reasonable amount of time to any student complaint about a failure of the facilities to comply with the BYU-Hawaii minimum specifications or any other applicable laws.

LIABILITY OF LANDLORD: Neither BYU-Hawaii nor Landlord shall 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. Losses sustained by the student from such causes are not covered by the landlord's insurance policy. Student is strongly advised to secure insurance to protect his or her property from such occurrences.

STUDENT QUALIFICATIONS: To live in BYU-Hawaii Contract Housing, a tenant must qualify as a "single student" with Brigham Young University Hawaii, as defined. In this agreement, and individuals who have withdrawn (in lieu of being suspended or dismissed) or who have been suspended or dismissed from the University for non-academic reasons or who have been evicted from contract housing for violating the Honor Code or Residential Living Standards are not eligible to live in contract housing unless cleared by the Honor Code Office.

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.

WITHDRAWAL OF CONTRACT HOUSING PRIVILEGES: On or after the occupancy date in paragraph 2 above, students may terminate at any time during which the dwelling unit does not have BYU-Hawaii Contract Housing privileges upon five days written notice to the landlord or its agent. The landlord agrees to remit within 14 days the balance of any prepaid rental and/or deposit monies to students electing to terminate his or her agreement in accordance with this paragraph. The landlord may retain only a pro rata portion of nonrefundable fees.

FIREARMS, WEAPONS, AND EXPLOSIVES: Landlords agree that they will not, nor will they allow tenants to, store, keep, or maintain on the premises any firearms, explosives, or dangerous weapons, including hunting knives or other items which, in their intended use, are capable of inflicting serious personal injury. This policy specifically applies to the owner or his agent when living in a dwelling unit with students on the premises of BYU-Hawaii contract housing.

PETS: No animal or pet shall be kept on the premises without prior written consent of the landlord and all students in the rental unit.

GUESTS: The student may not have overnight guests without notice to and consent of the landlord. If consent is given by the landlord, a single student shall have only overnight guests of the same sex and must give notice to and have the written consent of the other students in the living unit. 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 BYUH Residential Living Standards when on the premises.

HARASSMENT: The landlord shall not unjustly evict the student and neither party shall harass or retaliate against the other or against other student tenants for the exercise of his or her rights under this agreement and Hawaii law.

RIGHT OF PRIVACY AND INSPECTION: Except in case of an emergency which threatens life or property, the landlord may enter the property only with consent of the student or after at least 2 days written notice. Such 2 days 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 his property after 2 days written notice only during reasonable hours and after knocking, only for the purpose of inspecting the premises, making necessary, requested, or agreed repairs or improvements, supplying necessary or agreed services, or exhibiting the property. Whenever the student requests the landlord to make repairs, consent is deemed to have been given to the landlord to enter without a 2 days 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 the landlord's agents are responsible for losses of, or damages to, personal property of students due to negligence of landlord or landlord's agent who enter without student consent.

RENTAL DEPOSIT: The landlord may apply the rental 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 costs provided for in this contract; (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 therefor, shall be delivered or mailed to the student within 14 days after termination of the tenancy. The student shall notify the landlord or designated agent of the location where payment and notice may be made or mailed.

TERMINATION BEFORE OCCUPANCY: At any time prior to 90 days before the occupancy date provided in paragraph 2, either party may terminate this agreement by giving written notice to the other party and paying a \$35 termination fee and any additional charges provided in this agreement. Both the deposit and prepaid rent will be refunded in full. Termination by either party occurring 30 to 90 days prior to occupancy may be initiated by either party with written notice and payment of the \$35 termination fee and other additional charges, but if the student initiates this termination, the deposit and prepaid rent will not be refunded, and student will owe landlord the equivalent of one month's rent as an additional termination fee. Terminations occurring less than 30 days prior to occupancy are not permitted and will constitute a material breach of the agreement with all of the rights and remedies available under this agreement including rights to collect all rents or to provide an appropriate substitute tenant.

TERMINATION BY STUDENT: The student may terminate this agreement 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 leaves school due to a medical condition, verified by an attending physician, or a verified catastrophic loss, or a verified call into active military duty or LDS mission, the student may terminate without penalty or further contractual obligation after 5 days written notice to landlord; (C) If, at any time during the term of the contract the student graduates from the University or is required to do an internship for graduation which necessitates living elsewhere, the student may terminate immediately prior to said event, provided the student gives the landlord 10 days advance written notice to termination, verifies the occurrence of said event. (D) 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; (E) After written notice from the student of any material, substantial, or continuing breach of this BYU-Hawaii Residential Living Standards and the failure of the landlord 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.

TERMINATION BY THE LANDLORD: In any of the following instances the Landlord may elect to terminate this lease and re-enter and take possession of the premises after notifying the student in writing pursuant to the Hawaii law: (a) failure of the student to make any payment required under this agreement when due (b) when the cost of the damages caused by the negligence of the student or his or her invites exceeds the amount of the rental deposit. (c) when the student causes any material or continuing breach of this agreement (d) when the student violates the Residential Living Standard, recklessly endangers human life, assaults, harasses, annoys, disturbs the peace of, intentionally damages, defaces, or destroys the property of or threatens physical harm against other students, the landlord or landlord's agents. (e) when the student suffers, permits, or maintains any nuisance or any health or safety hazards 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, lock out, or termination of essential services. If the landlord enters the premises on reasonable terms and the student agrees to pay the landlord any difference between rent agreed herein and rent collected from the rental of the premises for the remaining term of this lease. If the student, with just cause, fails to comply with legal notices of eviction and court orders, the student agrees to pay all costs of eviction, including legal penalties provided by law and a reasonable attorney's fee.