# BRIGHAM YOUNG UNIVERSITY HAWAII OFF CAMPUS CONTRACT

## SINGLE STUDENT-LANDLORD RENTAL AGREEMENT

This contract is entered into this ______ day of _______, 20____, by __________________________, hereinafter referred to as "Landlord", and __________________________, hereinafter referred to as "Student", and Landlord and Student (hereinafter referred to as "parties") in consideration of the promises made as follows:

### Student’s Permanent Address
____________________________________________________________________

### Telephone
____________________________________________________________________

### Email Address
____________________________________________________________________

Name of owner, if person above is an agent: ____________________________
____________________________________________________________________

### Landlord Signature
____________________________________________________________________

### Student Signature
____________________________________________________________________

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## 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.

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## 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.

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## 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.

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### 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.

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

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### 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.

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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.

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### Landlord Signature
____________________________________________________________________

### Date
____________________________________________________________________

### Student Signature
____________________________________________________________________

### Date
____________________________________________________________________

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DO NOT SIGN UNTIL YOU READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE REVERSE SIDE
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 their rental agreement shall be submitted to the BYU-Hawaii Contract Housing Office for mediation or to the student by the BYU-Hawaii Housing Office in accordance with this paragraph. The student shall be responsible for any expenses that are reasonably incurred as a result of such mediation. 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 1n 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 premises in a reasonably clean, neat, and orderly condition and shall comply with all reasonable requests from the landlord to maintain the premises, including safety regulations or any other applicable laws. The student shall be responsible for any damage to the property beyond reasonable wear and tear and shall report to the landlord any damage that occurs to the property.

REPAIRS AND MAINTENANCE: The landlord agrees to maintain, at his or her expense, the property in a reasonably clean and safe condition, and to repair or replace any defective appliances or furnishings furnished by the landlord, and to perform necessary or urgent repairs as required. The landlord agrees to provide reasonable notice to the student before entering the premises, unless repairs are needed in an emergency or an urgent situation.

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. The 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, as defined in this agreement. 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 violation of 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. 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 caused by the student or his or her agents; (C) other costs provided for in this contract; (D) cleaning of the unit. If the landlord elects to terminate the agreement, the landlord may retain a pro rata portion of the rental deposit.

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 have overnight guests without notice to and consent of the landlord. The student shall be responsible for the conduct of all overnight guests. The landlord may enter the premises at any reasonable hour or within 14 days prior to occupancy to inspect the premises. The landlord 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.

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. The landlord may retain only a pro rata portion of nonrefundable fees.

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 the rental unit for academic reasons or who have been evicted from contract housing for violation of the Honor Code or Residential Living Standards are not eligible to live in contract housing unless cleared by the Honor Code Office.

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