

ADDITIONS TO THE BYU CONTRACT

The following terms are addenda, incorporated into and stapled to the BYU Student-Landlord Rental Agreement ("BYU Contract" or "Contract") you signed with.

1. Any Apartment/Room assignment and any rental reservation is subject to change or cancellation until all of the following have occurred: a) a BYU Contract has been signed and delivered to Landlord; b) this Additions to the BYU Contract ("Additions") has been signed and delivered to Landlord; c) a Rental Deposit has been delivered to Landlord and funds have cleared the bank; and d) a "regular" and a "backup" form of automatic payment authorization (one of which must be a credit card) are signed and delivered to management (account numbers can be "To Be Provided" - "TBP" until move-in). Upon satisfaction of all requirements a) through d), Student has secured his/her rental reservation, but a particular Apartment/Room assignment is subject to change, according to Landlord's needs and determination.
2. A cleaning/maintenance check will be conducted monthly. If needed, subsequent inspections will be scheduled, at Student's expense. If Student/premises do not pass a cleaning/maintenance check, fees will be assessed to cover professional cleaning.
3. Funds, other than the Rental Deposit, received from Student will be credited in the following order: a) damage beyond normal wear and tear; b) late, collection, processing, cleaning, change, early termination, or transfer fees; c) credit or debit card charges, insufficient funds or other bank fees; d) other charges; e) utilities; and f) rent.
4. Keys to Apartments and underground parking must not be duplicated or used by non-residents. Lost keys must be reported to management. Replacement or broken keys will be charged to the student at \$15.00 per key. If a key is lost, student will be charged \$60.00 for every lock that must be re-keyed and \$3.00 for each new key for each re-keyed lock.
5. For the term of the Contract, Student is responsible for a full share of his/her apartment's monthly gas and electricity service and charges ("Utilities"), regardless of whether Student has lived in the apartment for part of a month, or for the entire month, or has sold his/her Contract to someone else.
6. When damages to the apartment or furnishings exceed normal wear and tear, and the responsible Student cannot be identified, each Student in the Apartment is jointly and severally liable for all repair and cleaning costs.
7. Landlord has provided bike storage in the parking structure, and at the Northeast corner of the Fleur-de-Lis building. Bike storage is used at Student's sole risk. No bikes in Apartments. Bikes may not be chained to railings.
8. Landlord provides Cable TV service in the living room of every apartment. Activation of Cable TV service in Student's room is \$12.00 per month.
9. Student's Rental Deposit is fully refundable, less an annual \$75.00 cleaning charge, which includes carpet, furniture and parking garage cleaning, and air filter replacement. It is at management's discretion to determine what needs to be cleaned and when. Student agrees to allow cleaners to come into the Apartment/Room at cleaners' convenience when proper notice has been given to Student.
10. Within 30 days of move-out, if Student leaves the apartment clean and undamaged, and all rent, Utilities, fees and other charges have been paid. Student's Rental Deposit, less the cleaning charge will be refunded. If Utilities remain unpaid, Landlord may retain part of the Rental Deposit sufficient to cover estimated Utilities owing, and refund the remainder of the Rental Deposit.
11. Automatic withdrawal from a checking account, or a charge to a credit or debit card, pursuant to Authorization and Consent Agreements, are the only authorized ways for Student to make any payment to Landlord, except for Rental and Garage Door Opener Deposits. Checks will not be accepted for payment of rent, Utilities, charges or fees. Although rent is due on the 1st of every month, automatic withdrawals or charges will not be made until on or after the 5th of every month. A late fee of \$35.00 will be assessed if automatic withdrawals or charges are not honored.

12. If there is any problem timely charging Student's "regular" form of automatic payment for rent or other charges due, and it is necessary to process charges against Student's "back-up" form of automatic payment, Student is responsible to pay all resulting Bank or card issuer charges, as well as a \$30.00 collection/processing fee. Student is solely responsible to be sure that any credit/debit card remains current and available for charges, and that any checking account remains open and available for debit, during the term of the BYU Contract and for sixty (60) days thereafter. If Student requests that the "back up" form of automatic payment be used for charges instead of the "regular" form, or if Student requests a return to the "regular" form of automatic payment from the "back up" (an "Option Change"), a \$10 change fee must be paid at the time of each request. Any other change in the credit/debit card or checking account by which Student's obligations to Landlord will be met ("Account Change"), such as moving from one credit card or checking account to another, must be communicated to the Landlord, in writing, by completing a new Payment form, and by paying a \$10 change fee at the same time. Any Option Change or Account Change must be made no later than the 25th of the month preceding the month in which the Option Change or Account Change is to become effective. Student will be charged a \$30 collection/processing fee if charges do not go through because an Option Change or an Account Change was not timely made.
13. Once Student moves in, Student's Contract is deemed to be for a specific Room, within a specific Apartment. Landlord cannot insure compatibility between roommates and incompatibility is not grounds to change Rooms or Apartments. Under extraordinary circumstances, and in its sole discretion, Landlord may permit Student to transfer to a different Room or Apartment, but only once during residency and only upon Student's payment of a \$150.00 transfer fee.
14. If Student fails to make any rent, Utilities, or other payment when due, and orally or by conduct indicates his/her inability or unwillingness to comply with current or future payment obligations under his/her Contract, all rent due under the Contract, as well as actual or projected Utilities for the term of the Contract, shall be immediately accelerated and shall become due and payable to Landlord upon demand.
15. Landlord charges rent, Utilities and any other sum owing in one combined monthly charge to Student's designated checking account, or credit or debit card. Student may not request that rent be charged separately from Utilities or other charges.
16. If Student gives notice to terminate his/her Contract less than 90 days before the Commencement Date in the Contract, Student may only terminate the Contract upon forfeiture to Landlord of the Student's Rental Deposit and any and all other deposits made by Student.
17. If Student wishes to terminate his/her Contract early, as provided under Section 23 of the Contract (so-called "Selling the Contract"), a \$50.00 early termination fee will be deducted from Student's Rental Deposit. This deduction will be taken each time Student "sells" part or all of the Contract. If Student sells his/her Contract, Student is responsible to deliver the premises in a "ready to move in" condition.
18. At the end of his/her Contract, or when moving out for any other reason, Student must cooperate with management in a check-out inspection. During check out, management will determine whether the premises leased by Student are being transferred back to Landlord in a clean and undamaged condition, normal wear and tear excepted. If the premises are not in this condition, and management must return for a later re-check, following Student's cleaning and other required improvements, a \$30.00 re-check fee will be deducted from Student's Rental Deposit.
19. No provision of the BYU Contract, this Additions, any Authorization and Consent Agreement, the Tenant Parking Agreement or any other written agreement between Student and Landlord (or its Agent), may be waived, modified or amended by oral statement or agreement or by course of conduct, but only by an agreement in writing signed by both the Student and Landlord (or its Agent).
20. No pets, of any kind, are permitted on the premises, at any time.
21. If Student intends to have an Authorized Overnight Guest (see Section 17 of the Contract), the Overnight Guest form must be completed and delivered to Management. Overnight guests will be charged a fee in the amount of a pro rata portion of the rent.

22. Student agrees to cooperate in all reasonable ways, including cleanliness and being cordial to prospective tenants, in assisting landlord to lease an Apartment/Room. Student also agrees to grant access to prospective tenants and service professionals in order to view/repair during reasonable hours and in accordance with Section 19 of the Contract. Repair and service professionals will have access and keys to the apartment when needed. Prior notice will be given in advance of their arrival when possible. Repair requests and emergency situations may result in shorter than normal, or no, notice to Students.
23. Management will charge a \$5 Utilities surcharge for keeping gas/electricity in its name and for the time taken to split out bills to each Student.
24. Garbage bags left outside Tenant's front doors may stain the concrete and smell bad. The apartment, and the Tenant's pro rata, will be charged \$10 for each occurrence.
25. No candle, incense, or flame may be lit in any apartment, at any time.

Student: _____

Date: _____

Landlord or
Agent: _____

Date: _____