

# Campus Plaza

669E 800N Provo, UT 84606

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## 2009-2010 Student-Landlord lease Agreement

### 1. 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, Noman-Global Language Centers, American Institute of Medical and Dental Technology, Renaissance Academe de Hair Design), 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BYU-Contracted Housing for violating the Residential Living Standards nor have I been dismissed, suspended, nor have I withdrawn (in lieu of being suspended or dismissed) from BYU for non-academic reasons.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 # 14)

### 2. 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 the 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, and 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 of students 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.)

### 3. 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.

### 4. RENTAL ACCOMMODATIONS:

The landlord will provide the following rental accommodations, commonly known as: Campus Plaza located at 669 E. 800 N. in Provo which the landlord warrants has received a BYU contract or will receive a final contract with BYU by the occupancy date in paragraph 5 below and will remain contracted by the Off-Campus Housing Office at Brigham Young University for the term of this contract. Brief description of the facility rented: Two bedrooms, one bathroom, kitchen, living room, is to be occupied by a maximum of four persons. The landlord has a total of 200 off-street parking spaces available for a maximum occupant capacity of 404.

### 5. TERM OF CONTRACT:

Resident understands that this lease agreement is binding for the entire period specified:

Spring: Beginning on April 27, 2009, and ending June 19, 2009.

Summer: Beginning on June 20, 2009, and ending August 15, 2009.

Fall/Winter: Beginning on August 26, 2009, and ending April 23, 2010.

**6. RENTAL RATE:**

Total rent for this period will be in payments according to the following schedule:

Spring Term Only

\$129.00 – Payment for 4/27-5/23 due April 1, 2009  
\$129.00 – Payment for 5/24-6/19 due May 1, 2009

Summer Term Only

\$129.00 – Payment for 6/20-7/17 due June 1, 2009  
\$129.00 – Payment for 7/18-8/15 due July 1, 2009

Fall & Winter

**March 2010 and April 2010 rent is due before the contract starts. (See payment plan below.)**

\$270.00 – September rent due at check-in  
\$270.00 – October rent due October 1, 2009  
\$270.00 – November rent due November 1, 2009  
\$270.00 – December rent due December 1, 2009

\$270.00 – January rent due January 1, 2010  
\$270.00 – February rent due February 1, 2010  
\$270.00 – March 2010 rent **due June 1, 2009**  
\$270.00 – April 2010 rent **due July 1, 2009**

**7. LATE FEES:**

The rent is to be paid to Campus Plaza at the following address: 669 E 800 N 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 \$5.00, plus \$1.00 for each additional day that the rent continues to be unpaid. Late fees shall not be exorbitant and must bear a reasonable relationship to actual damages suffered.

**8. UTILITIES:**

Landlord will be responsible for paying gas, water, sewer, garbage, and cable. The student will be responsible for paying electric and phone charges. Student is responsible for all charges of phone installation (deposits) and monthly bills. Electricity is provided by Provo City Utilities and is payable to them. A \$5.00 service charge for late payment per person will be assessed if the electric bill is not up to date at the close of tenancy.

**9. RENTAL DEPOSIT:**

The student will pay a rental deposit to the landlord upon the signing of this agreement. The amount of the deposit shall be \$270.00, which shall not exceed two months' rent.

**10. 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)

**11. 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 the 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 non-refundable portions of the deposit must have a clearly defined purpose and the amount stated in writing to the student at the time of agreement and shall not be exorbitant and 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 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 upon termination of the agreement.

**12. 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.

**13. 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 if either party to the controversy so requests by serving written notice to the CCR. 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 of their facilities which then will be terminated. If civil court action is pursued to enforce the terms of this Agreement, mediation decision, 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.

**14. 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 up to \$150 and housing holds affecting their ability to register.

**15. 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 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 Off-Campus 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 Off-Campus 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.

**16. LIABILITY OF LANDLORD:**

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 any such occurrences.**

**17. 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.

**18. 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 a pro rata portion of non-refundable fees.

**19. FIREARMS, WEAPONS, 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.

**20. 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.

**21. 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 charge for a visiting overnight guest is \$5 per night. The guest may only stay a maximum of 7 days. All guests must comply with the BYU Honor Code and Residential Living Standards when on the premises.

**22. 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. We encourage all students living in rooms where this equipment exists and is used, to 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.

**23. 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.

**24. 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.

**25. RENTAL DEPOSIT:**

Student shall not be required to pay a deposit exceeding two months rent.

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 done to the property 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 Agreement,
- 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.

**26. TERMINATION BEFORE COMMENCEMENT DATE:**

At any time not less than 90 days before the commencement date, 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.

**27. ABANDONMENT:**

If the student has abandoned the premises as defined by the Utah Abandonment Law (78-36-12.6), the landlord is entitled to remove the property from the dwelling as outlined by Utah law.

**28. 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 rental deposit and legal deductions.
- c. If the student leaves school due to 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 rental 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.

**29. 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 rental 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.

# Campus Plaza

## Contract Addendum & Parking Disclaimer

### 1. RENT:

- a. ALL RENT PAYMENTS MUST BE MADE BY CREDIT CARD, DEBIT CARD, CHECK OR MONEY ORDER ONLY. Please make all checks payable to "Campus Plaza". Campus Plaza/Park Properties does not and cannot accommodate any cash payments. Any delay in payment caused by the inability of a tenant to secure a proper check or money order is the responsibility of the tenant, and does not relieve the tenant's obligation to pay all applicable late fees or penalties caused by the delay.
- b. There will be a \$10.00 charge for credit card/ debit card payments made over the phone and \$5.00 charge for credit cards payments made at the office with a credit card present. There are no charges for payments made by Debit Cards in the office.
- c. A \$10.00 fee for checks returned by the bank will be charged to the tenant. The resident agrees to replace the returned check with a cashiers check or money order within three (3) days from the date the check is returned or payment will be considered delinquent and a late fee of \$1.00 per day will be incurred. After two checks are returned by the bank, the tenant will be required to pay by money order or cashiers check for the duration of their tenancy.
- d. All checks should have the following written legibly on the face: (1) Name of the tenant; (2) The apartment number of the tenant; (3) Itemization of payment (amounts for rent/ late fees/etc.).
- e. Contract dates and payment schedule are based on BYU semester schedule. Contract dates are not month to month. For convenience, rental payments are scheduled in monthly installments due at the first of each month (see section 6).

### 2. SECURITY DEPOSIT:

- a. No deposit refund will be mailed unless a self addressed stamped envelope, with a written correct address is left in the office. There will be a \$25 charge to the tenant for re-issuing a duplicate refund check. The landlord may apply this deposit against any of the following obligations of the student.
- b. Unpaid Utility bills, cleaning fees, and collections fees.
- c. A \$5.00 per semester deduction will be made for each student's share of the carpet and drapery or couch cleaning.
- d. If the student fails to follow check-out procedures there will be a \$30.00 deduction from their deposit in addition to the cost of cleaning and re-checks.
- e. If the student has fulfilled all monetary obligations to the owner and has followed check-out procedures as posted by the manager, paid their share of the utilities, returned keys, turned in a signed release check-out form and self-addressed stamped envelope, at the time of check-out; the deposit, and any pre-paid rent payment minus all costs shall be mailed within thirty(30) days.
- f. Adjustments on deposit refunds will not be made one year after the last day of the contract.
- g. The landlord will not assume responsibility for collecting debts incurred by student except those specified in the contract

### 3. CHECK-INS AND CHECK-OUTS:

- a. Charges for additional occupancy before period of this lease will be \$10.00 per day. Additional occupancy after the scheduled check out date of this lease will be \$20.00 per day. Both must be approved through the office beforehand.
- b. To switch an apartment there will be a fee of \$15.00 dollars per contract. A penalty of \$50.00 will be assessed if switches are performed without office consent or knowledge. Confirmation with the office about your apartment is recommended. We reserve the right to switch tenants within the complex to an equally suitable apartment for compatibility purposes.
- c. To check in you must receive a key from the office. Keys are marked and registered for each tenant. Receiving a key from a previous tenant warrants a failure to check out by that tenant and fees could be applied to them. You must also fill out an apartment evaluation sheet and return it to the office so you will not be charged for any damage done before you moved in. You must also be current with all payments including your first months rent.
- d. Upon leaving Campus Plaza, you must go through the checkout procedure with management which includes leaving your apartment reasonably clean as prescribed in the cleaning packet available in the office. This cleaning should be done both by tenants leaving and by those staying.
- e. When you check out, you must: 1. Turn in your keys and parking sticker (if you have one). 2. Remove ALL of your possessions from the house and property. We do not provide storage for non-tenants. 3. Pay any outstanding charges and delinquencies that will not be covered by your deposit. 4. Leave a self addressed stamped envelope, with a written correct address, and 5. Leave. Checkout is not complete until these requirements have been met and will only hold up your deposit refund.
- f. There will be a \$35.00 charge for any key not returned at check-out time, to facilitate the re-keying of a door lock.
- g. Failure to go through checkout procedure will result in a \$30.00 charge to the tenant. After checking out, no tenant shall be permitted to remain in the apartment, or leave any possessions in the apartment or anywhere else at the complex without the consent of the office.

### 4. CLEANING CHECKS:

- a. Cleaning checks will be held monthly, at the end of semesters/term at the discretion of the Landlord, or upon request by tenants. Residents will be notified five (5) days prior to the date of their cleaning check.
- b. Residents failing to pass monthly or semester cleaning checks will be charged for the cost of cleaning at \$20.00 per hour and/or assessed \$5.00 for each re-check until passed. Job assignments are available at the office upon request.
- c. There are two cleaning inspections. One scheduled before checkouts and one to inspect the apartment after tenants move out. **If you pass the first inspection, you can still be charged for cleaning required from any mess left from check out.**

5. **SALE OF LEASE:**

- a. All contract exchanges and money transactions must be done through the office. Money exchanged between buyer and seller will not be honored in regards to contract terms.
- b. No resident having a previous Fall/Winter contract or who has purchased a new Fall/Winter contract may purchase a Spring or Summer contract on the resale market.
- c. A service charge of \$15.00 will be charged to the student for the sale of their contract if the student sells the contract. A service charge of \$30.00 will be charged to the student for the sale of their contract if the landlord or landlord's agent(s) sell the contract.
- d. **It is the student's responsibility to check with the office daily to see if the contract has been sold.**

6. **SWIMMING POOL/SPORTS COURT RULES:**

- a. Bikinis and immodest or very brief swimsuits are not permitted for men or women.
- b. Bikinis, suits made of sheer material, and deep-cut suits (i.e. high-cut legs or low-cut backs and/or fronts) are not to be worn in or around the pool or the exterior of the building unless a full-length T-shirt is worn over the swimsuit.
- c. All swimsuits and other clothing with straps and ties are to remain fastened or tied while swimming, sunbathing, or lounging.
- d. Student assumes responsibility for personal injury and liability when using recreational and other facilities such as the Sports Court, pool, lounge, etc. He/She furthermore assumes the same responsibility for injury and liability for any guests he/she invites to the premises.

7. **MISCELLANEOUS:**

- a. **Collections** - On all delinquent accounts at the time of the final move out, a letter will be sent out to the permanent address listed on the contract. A grace period of 60 days will be given to settle the account. After that time period the account will be turned over to a collection agency. All collection fees, delinquent accounts, and accrued late fees will be the responsibility of the tenant.
- b. \$5.00 will be charged each time a student has to borrow a key from the office during office hours. \$10.00 will be charged each time a key is borrowed after office hours.
- c. Furnishings are to remain in the apartment at all times. There will be a fee of \$50.00 for any furniture being removed from the apartment
- d. If a key is lost, there will be a \$35.00 charge for the re-keying of the lock, and a \$15.00 charge for the replacement of a mail key. There will be a \$20.00 charge for changing the code on any electronic lock throughout the semester.
- e. No fireworks or explosives of any kind (including sparklers) may be lit on the property.
- f. No fires are permitted on the property (including BBQ's other than the one provided by Campus Plaza)
- g. No animals of any kind are allowed in the rental unit without the prior written consent of the landlord and all students in the rental unit. Any resident keeping an animal will be assessed a fee of up to \$100.00 for each occurrence.
- h. Bicycles, motorcycles, jetskiis, or any other motorized vehicle/equipment may not be kept or stored in the apartment. Any resident doing so will be assessed a fee of \$25.00 plus damages for each violation. Secure all bicycles to the racks provided. **Do not secure them to the stairwells, railings or posts.** Campus Plaza will not be responsible for theft or damage done to bicycles.
- i. Waterbeds and pianos may be permitted on the ground floor but only with permission of the landlord and other residents in the same rental unit. Pianos are not permitted above the ground floor.
- j. Campus Plaza does not guarantee a spot without both a contract and deposit. Once both are turned in and a spot is available, then the place is reserved for the new tenant.
- k. There is absolutely no storage available on the property for anyone other than current residents. A guest fee rate will apply to any student storing for non-residents. Storage areas must be kept neat and orderly and items kept away from heaters and furnaces. No flammable fluids may be kept in the apartment.

8. **PARKING REGULATIONS:**

- a. Parking stickers are \$40.00 for the Fall/Winter
- b. (Rules apply to all tenants. Violation of these rules can be cause to have all parking privileges revoked or refused)
- c. Parking at Campus Plaza/Park Properties is for *tenants only*. We do not provide parking for visitors. Please instruct all guests to park on the street. Cars without a current parking sticker will be booted or towed at the owner's expense.
- d. At the beginning of fall semester all stickers for the previous year become void and students will be required to purchase a new sticker if they wish to continue parking on the property. Parking rights cease upon expiration or cancellation of the rental lease. Permits *are not* transferable.
- e. Parking stickers should be displayed in the back window, passenger side.
- f. Parking stickers are lot specific and tenants must park in assigned lots or they will be towed.
- g. There is a \$25 fee for parking or driving on the grass plus any damages that are incurred while parking on the grass. If after one violation the tenant persists, his or her car will be towed at the owner's expense--even if the car has a current parking sticker. The same fee and regulations apply for parking in restricted areas such as blocking trash dumpsters, entrances to parking lots, fire lanes, parking in reserved areas, parking in red zones, etc.
- h. Repeated parking violations will result in the loss of parking privileges at Campus Plaza.
- i. All towing at Campus Plaza is done by an independent towing service. Campus Plaza is not responsible for any damages incurred if your car is towed or booted. If your car was towed or booted please contact University Parking Enforcement at 492-0616.
- j. Parking rights cease when the student vacates his/her apartment. As part of the check out procedure the tenant is to remove the parking sticker from his/her window and bring it to the office (even if the sticker is in pieces). Failure to return a parking sticker at check out will result in a hold on all deposits until the sticker is returned.
- k. Parking is not permitted in the 15-minute zones. The 15-minute parking is reserved for guests and visitors only.
- l. Changing oil, overhauling, car maintenance or washing your vehicle in the parking lot is not allowed.
- m. Reserved parking stickers (even if already paid for) that have not been picked up within the first three weeks of the semester will be reassigned to people on the waiting list.
- n. **The car must be registered in either your name or your parents name before you can receive a parking sticker.**

# Protect Your Family From Lead In Your Home

Are you Planning To Buy, Rent, or Renovate a Home Built Before 1978?

**M**any houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.

OWNER, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying, or renovating pre-1978 housing.

**F**ederal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing: LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.

SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.

RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

## Lead Gets in the Body in Many Ways

People can get lead in their body if they:

Childhood lead poisoning remains a major environmental health problem in the U.S.

- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other object covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

Even children who appear healthy can have dangerous levels of lead in their bodies.

- At this age children's brains and nervous systems are more sensitive to the damaging effects of lead
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.

## IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

**FACT:** Lead exposure can harm young children and babies even before they are born

**FACT:** Even children who seem healthy can have high levels of lead in their bodies

**FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

**FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

**FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

## Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain.

## Where Lead-Based Paint is Found

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

In general, the older your home, the more likely it has lead

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

## Checking Your Family for Lead

Get your children and home tested if you think your home has lead

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

## Checking Your Home for Lead

You can get your home tested for lead in several different ways:

Just knowing that a home has lead-based paint may not tell you if there is a hazard

- A paint inspection tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- A risk assessment tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located. Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.
- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (See bottom of page 11) for more information, or call 1-800-424-LEAD (5323) for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

## Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligrams per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such:

- Windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches.

Lead dust can form when lead based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors.
- 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil.

- 400 parts per million (ppm) and higher in play areas of bare soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

## What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Clean up paint chips immediately
- Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead.  
**REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- Wash children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces.
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

## Reducing Lead Hazards In The Home

## Remodeling or Renovating a Home With Lead-Based Paint

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.

In addition to day-to-day cleaning and good nutrition:

- You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high levels. These actions (called “interim controls”) are not permanent solution and will need ongoing attention.
- To permanently remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors;
- 250  $\mu\text{g}/\text{ft}^2$  for interior window sills; and
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- Have the area tested for lead-based paint.
- Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can’t move your family, at least completely seal off the work area.
- Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure “Reducing Lead Hazards When Remodeling Your Home.” This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.

Remodeling or Renovating a Home With Lead-Based Paint If not conducted properly, certain types of renovations can release lead from paint and dust into the air.

## Other Sources of Lead

## For More Information

While paint, dust, and soil are the most common sources of lead, other lead sources also exist.

- Drinking water. Your home might have plumbing with lead or lead solder. Call our local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- The job. If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family’s clothes.
- Old painted toys and furniture
- Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.
- Lead smelters or other industries that release lead into the air.
- Hobbies that use lead, such as making pottery or stained glass, or refinishing furniture.
- Folk remedies that contain lead, such as “greta” and “azarcon” used to treat an upset stomach.

### The National Lead Information Center

Call 1-800-424-LEAD (424-5323) to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit [www.epa.gov/lead](http://www.epa.gov/lead) and [www.hud.gov/offices/lead](http://www.hud.gov/offices/lead)

### EPA’s Safe Drinking Water Hotline

Call 1-800-426-4791 for information about lead in drinking water

### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call 1-800-638-3772, or visit CPSC’s Web site at: [www.cpsc.gov](http://www.cpsc.gov)

### Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at [www.epa.gov/lead](http://www.epa.gov/lead) or contact the National Lead Information Center at 1-800-424-LEAD.

EPA Regional Office

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)  
Regional lead Contact  
U.S. EPA Region 8  
999 18<sup>th</sup> Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

Your Regional EPA Office can provide further information regarding regulations and lead protection programs

CPSC Regional Offices

Western Regional Center  
Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050  
Your Regional CPSC Office can provide further information regarding regulations and consumer product safety

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785

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**U.S. EPA Washington DC 20460      EPA 747-K-99-001**  
**U.S. CPSC Washington DC 20207      June 2003**  
**U.S. HUD Washington DC 20410**

## **Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards:**

### **Lead Warning Statement**

Houses built before 1975 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to younger children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

### **Lessor's Disclosure**

1. Lessor has no knowledge of lead-based paint and/or lead-based hazards in the housing.
2. Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### **Agent's Acknowledgment**

1. The Agent has informed the lessor of the lessor's obligations under 42 U.S.C 4852 (d) and is aware of his/her responsibility to ensure compliance.

## **Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards:**

### Lead Warning Statement:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive Federally approved pamphlet on lead poisoning prevention.

### Lessor's Disclosure:

- (a) Campus Plaza/ Park Properties has no knowledge of lead-based paint and/ or lead-based paint hazards in the housing.
- (b) Campus Plaza/ Park Properties has no reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

# Signature Page

Apt # \_\_\_\_\_

Contract information (Initial all that apply)

\_\_\_\_\_ (Initial) Spring 2009--\$129.00      \_\_\_\_\_ (Initial) Summer 2009--\$129.00      \_\_\_\_\_ (Initial) Fall/Winter 2009-2010--\$270.00  
4/27/2009 - 6/19/2009                      6/20/2009-8/15/2009                      8/26/2009-4/23/2010

\* This contract is only valid for the terms/semesters initialed above.

**Student information**

Name \_\_\_\_\_ D.O.B. \_\_\_\_\_

Student I.D. Number \_\_\_\_\_ SSN \_\_\_\_\_

Permanent Home Address \_\_\_\_\_ City, State & Zip \_\_\_\_\_

Home Phone(\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Cell Phone(\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Email Address: \_\_\_\_\_

Year in School (Circle One): Fresh. Soph. Junior Senior Grad How did you hear about us \_\_\_\_\_

**Certification Of Student Status:**

I certify that I am a student and am eligible to rent and reside in BYU Approved Off-Campus Housing in accordance with section 1 of this contract.

Student Initials: \_\_\_\_\_ School Attending: \_\_\_\_\_

**Residential Living Standards:**

I agree to comply with, and acknowledge the landlord's and my responsibility to maintain the BYU Residential Living Standards as listed in section 2 of this contract and to help other students maintain the same. My violation of these standards shall be sufficient cause for eviction.

Student Initials: \_\_\_\_\_

**Parking Disclaimer**

Parking spaces are limited. Stickers are given out for the number of available parking spaces only. Having a contract does not guarantee a parking spot. In order to purchase a parking sticker your car must be registered in either your name or your parents name. You may *pre-purchase* a sticker at the time of contract signing *only*. By initialing this clause, you state that if you do not elect to purchase a sticker at this time, you will not be guaranteed a parking spot at Campus Plaza, and you should not bring a car. The landlord has a total of 200 off-street parking spaces available for a maximum occupant capacity of 404.

Student Initials: \_\_\_\_\_ Landlord Initials: \_\_\_\_\_ Lot \_\_\_\_\_ (If Applicable)

Make & Year of Car \_\_\_\_\_ Color \_\_\_\_\_ License Plate # \_\_\_\_\_

**Lead-Based Paint Disclosure**

Landlord's Initials: \_\_\_\_\_ Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance

Student's Initials: \_\_\_\_\_ Lessee has received a copy of the Lessor's Disclosure of Lead-Based Paint

Student's Initials: \_\_\_\_\_ Lessee has received the pamphlet "Protect Your Family from Lead in Your Home"

**Acceptance**

The information provided is true and accurate. All terms of this Lease and Contract Addendum have been read and accepted by the undersigned parties and constitute the entire agreement between the parties. If the student is not 18 years of age or older, this agreement must be signed by a parent or legal guardian. All verbal agreements are invalid if they contradict this written lease.

Student Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent or Legal guardian Signature (if under 18) \_\_\_\_\_ Date \_\_\_\_\_

Landlord Signature \_\_\_\_\_ Date \_\_\_\_\_