

## Brigham Young University-Idaho Student Landlord Housing Contract

Property: Birch Plaza - Rexburg Housing SH LLC	Website: rexburghousing.com
Address: 236 S 1ST W REXBURG, ID 83440	
Telephone Number: (208) 359-8200	Fax Number:
Alternate Phone:	E-mail: birchplaza@redstoneresidential.com

Students Name: Fernando Pinto		
BYU-I E-mail: ferfer192002@gmail.com		
Home Address: Calle Guatemala 184 Santa Patricia		
City:Lima	State: Gobierno Regional de Lima	Zip 15012
Cell Phone: (962) 436-4960		
Occupancy Dates	Occupancy Start: 04/19/2024	Occupancy End: 07/26/2024
Floorplan: BP 3x2 (Men) - Shared		

### 1. Eligibility for Approved Housing

I hereby certify that I have been admitted to a track as a degree-seeking student at BYU-Idaho. Furthermore, I certify that I am in good academic, financial, and Honor Code standing with BYU-Idaho and am eligible to rent and reside in BYU-Idaho approved housing. I recognize and acknowledge that, Non-degree-seeking, Continuing Education, and BYU-Pathway Worldwide students are not eligible to live in approved housing. I understand that I cannot live in approved housing prior to my assigned semester start date or after graduation even though I may be taking post baccalaureate classes. I recognize and understand that my certification of student status and responsibility to maintain my student eligibility while attending BYU Idaho is material to and relied upon by Landlord in entering into this Contract. I further certify that I am not registered as a sex offender. I understand that any misrepresentation or omission on this form is grounds for immediate termination of this Contract and such other legal and equitable remedies as Landlord may pursue.

### 2. Compliance with Apartment Living Standards

I agree to comply with all policies, procedures, and standards contained in the BYU-Idaho Approved Housing Guidebook including, but not limited to, the Apartment Living Standards. I understand that the Approved Housing Guidebook is expressly incorporated into this Contract, and that I am bound by its terms in addition to the terms of this Contract. I understand that violation of any policy or standard found in the Approved Housing Guidebook may be sufficient cause for termination of the Contract and eviction. For example, I understand that no pets of any kind are allowed in approved housing and that firearms and weapons are strictly prohibited and cannot be stored anywhere on the premises of an approved housing property, including but not limited to the apartment, a parked car, or an onsite manager's private residence. I also understand and agree to abide the curfew hours and visitation restrictions of the opposite sex. I understand that students are expected to encourage and help guests and other residents understand and maintain the Apartment Living Standards, and I agree to do so.

### 3. Parking Acknowledgement

know and understand that whether or not I own or operate a motor vehicle, I am responsible to know the parking guidelines and requirements of the housing property and abide by them. I also understand that I have a responsibility to inform guests who visit my apartment of the parking requirements. I understand that if I or any of my guests park illegally (e.g., in a resident's or handicapped stall for which I or my guest(s) do not have a permit, outside of a designated stall, in a "no parking zone," etc.), I or my guest(s) accept the risk of being booted or towed.

### 4. Housing Costs

Application Fee (non-refundable)	\$150.00
Security Deposit (refundable)	\$150.00
Total Rent for Lease	\$999.00
Liability Insurance (optional – see addendum)	\$48.00
Parking (if available)	\$0.00
Total	1,347.00

### Payment Schedule

Date	04/01/2024
Rent	\$999.00 - PMT PLAN
Liability Insurance	\$48.00
Parking	\$0.00

### 5. Payment Obligation

*1* Fernando P Pinto

Student agrees to assume full legal obligation for payment according to the terms of this Contract and to pay late fees in the amount of \$50.00 if monies due are not paid within 5 days of the due date. Late payments shall be subject to interest at 18% per annum on any past due (unpaid after 30 days of the date due) accounts. Overdue and unpaid amounts may also be subject to collection costs, including reasonable attorney's fees, which shall be the responsibility of Student.

Student's payment obligation under this Contract shall continue notwithstanding any of the following:

- (A) Student obtains alternative housing before the end of the Contract;
- (B) Student voluntarily withdraws from BYU-Idaho during a semester;
- (C) Student voluntarily leaves Rexburg before the end of the Contract date, except for a reason identified in section 10;
- (D) Student is required to leave University for violation of the Honor Code, through withdrawal of ecclesiastical endorsement, for Academic Suspension, or for any other form of University-imposed ban, suspension, or dismissal. In all such cases, Student shall not be entitled to a refund of any monies paid, however, Student may attempt to recoup funds expended by providing an eligible replacement as provided in section 7(B).

**6. Security Deposit**

The payment of \$150.00 serves as a security deposit. Those items which may be expensed against the security deposit include: late or unpaid rent, penalties and interest, costs of collection, damage to the premises beyond usual wear and tear, and any other fees called for under this Contract to the extent permitted by Idaho law. Student must be given a signed itemization of deduction along with the deposit balance within 30 days following termination of tenancy or Landlord forfeits any claim to the security deposit and Student shall receive a complete refund of the security deposit. Landlord may not assess or attempt to collect additional fees, for any reason, after the 30-day window. In order to expedite return of the deposit, Student may provide manager with a current mailing address and/or self-addressed, stamped envelope. Any objection to the itemization and returned deposit must be submitted in writing to Landlord within 30 days or student forfeits any claim to the deducted funds.

**7. Cancellation or Transfer Of Contract**

(A) Up to 61 days prior to contract occupancy start date: Either party may cancel this Contract by written notice and a \$150.00 fee paid by the initiating party. If Landlord initiates the cancellation request, a full refund of all monies paid including the cancellation fee will be returned to Student within 15 days;

- (B) Within 60 days of occupancy start date: This Contract may not be cancelled within 60 days prior to semester occupancy start date unless agreed upon in writing by both parties. Student, however, may find another eligible student as a replacement for his/her Contract. When an eligible replacement is provided, Landlord shall notify Student in writing of Student's release of obligation and refund any monies paid minus a \$150.00 transfer fee. If Student is unable to provide an eligible replacement, Landlord may collect for all the obligations contained in this Contract but must make reasonable and verifiable efforts to sell the contract and fill the leased space. These efforts must be commensurate with the efforts made to sell all other available property contracts.

**9. Specific Obligation of Parties**

In addition to the duties and obligations generally recognized by Idaho landlord-tenant law, the Parties agree to the following specific obligations under this contract:

**8.1 Student Obligations**

- (A) Student agrees to notify Landlord within 48 hours of commencing occupancy of any visible defects, damage, hazards, uncleanliness, or other concerns or objections regarding the condition of the apartment/unit. Otherwise, Student shall be deemed to have accepted the premises as being in good order and reasonably clean at the time of occupancy.
- (B) Student agrees to maintain property in a reasonably clean and safe condition with no unauthorized alterations of any kind;
- (C) Student agrees to use reasonable care in consumption of utilities and services;
- (D) Student agrees to avoid unreasonable noise or other disruption of peaceful enjoyment of others, and to comply with all applicable laws, regulations, and policies relating thereto;
- (E) Student agrees to be responsible for damages caused by Student or Student's guests which are beyond reasonable wear and tear;
- (F) Student agrees to promptly notify Landlord in writing of maintenance concerns or needed repairs;
- (G) Student agrees not to suffer, permit, or maintain any nuisance or any health or safety hazard on the premises; and
- (H) Student agrees to notify Landlord of violations of the BYU-Idaho Honor Code or Apartment Living Standards.

**8.2 Landlord Obligations**

- (A) Landlord agrees to not make any material misrepresentations about the condition, history, amenities, availability, or any other relevant consideration regarding the apartment/unit, on its website and/or in other verbal or written communications;
- (B) Landlord agrees to maintain the property in compliance with all applicable federal, state, and local laws, ordinances, and regulations, and in accordance with the BYU-Idaho standards and requirements as established in the Agreement to Provide BYU-Idaho Approved Housing or the University Approved Housing Guidebook;
- (C) Landlord agrees to provide furnishings and appliances in a safe, clean, and operable condition;
- (D) Landlord agrees to respond promptly to emergencies and maintenance requests;
- (E) Landlord agrees to work promptly, in good faith, and with due diligence to correct any problems;
- (F) Landlord agrees not to suffer, permit, or maintain any nuisance or any health or safety hazard on the premises.

**9. Breach of Contract**

In the event of a breach of any material term of this Contract, the non breaching party shall have the option to immediately terminate this Contract after giving (1) written notice of the breach to the breaching party and (2) a reasonable opportunity to cure. In the event of an uncured Student breach, Student shall not be entitled to a refund of any monies paid, except as may be required by applicable law. In the event of an uncured Landlord breach, Student shall be entitled to a full refund of all monies paid under this Contract. "Material Term" as used herein shall be interpreted in accordance with Idaho law. Examples of breaches of material terms of this Contract include, but are not limited to:

- Failure by Student to make payment when due.
- Violation of the Apartment Living Standards.
- Student or Landlord conduct that interferes with the rights to peaceful enjoyment of the premises, recklessly endangers human life, or that damages, defaces, or destroys the property of or threatens physical harm against another.
- Student or Landlord suffering, permitting, or maintaining any nuisance or any health hazard on the premises.

- Landlord failure to maintain the property in accordance with applicable federal, state, or local laws and regulations, or with BYU-Idaho standards and requirements as established in the Agreement to Provide BYU-Idaho Approved Housing or the University Approved Housing Guidebook.
- Landlord materially misrepresents property condition, history, amenities, availability, or any other relevant consideration to a prospective renter on its website and/or in other verbal or written communications (such as e-mails, flyers, brochures, etc.).

#### **10 Termination Before or After Occupancy Start Date**

If there is no breach of Contract by either Student or Landlord this Contract may be terminated for the following reasons:

- (A) An unforeseeable and unexpected catastrophic event that renders the Landlord incapable of providing housing to the Student;
- (B) Student contracts an unexpected serious illness that necessitates withdrawal from all classes and departure from Rexburg for treatment;
- (C) Student is called into active military duty; or
- (D) Death of Student. If a party seeks termination under subsections (A)-(C) of this paragraph, the terminating party must provide notice and appropriate verification to the other party within ten (10) days of the triggering events. In the event of Student Death, Landlord will be notified by Student's family or the University. If the Contract is terminated for any of the reasons stated in this Paragraph, rent will be prorated from the date of notice and the Contract will be terminated without penalty or further obligation.
- (E) This Contract may also be terminated by a showing of frustration of purpose, or any other recognized legal doctrine, as determined by a court of competent jurisdiction.

#### **11 University Termination of Approved Housing**

In the event BYU-Idaho revokes Landlord's approved status, Student may terminate this Contract by written notice within ten (10) business days. Landlord agrees to remit within ten (10) days of the date of the written notice from Student the balance of any prepaid rent and/or deposit monies. Landlord will prorate the rent from the date of checkout. See section 3 for amounts that may be expensed against the deposit.

#### **12 Transfer of Student Within the Property**

The transfer of a student from one unit within the property to another unit within the property may be made as follows:

##### **12.1 Transfer requested by Landlord**

A request for transfer to an apartment/room other than the original assignment may be made by Landlord using the following process: (1) Contact the Student in writing, to the best known address, the reason for the transfer; (2) A written response is due seven days after date of correspondence; (3) If no reasonable justification for denying the reassignment is given or no timely response is provided, consent to the request is deemed to have been given.

##### **12.2 Transfer Requested by Student**

A request for transfer to an apartment/room other than the original assignment may be made by Student using the following process: (1) Contact the Landlord in writing stating the reason for the transfer; (2) Landlord will respond within seven days after date of correspondence either allowing the transfer or stating a reasonable explanation for denying the request.

#### **13 Contract Modification**

This Contract may not be modified unless such modification is (1) made in writing, (2) agreed to by both Student and Landlord, and (3) approved by the BYU-Idaho Housing & Student Living Office.

#### **14 Rights of Possession, Privacy, and Entry**

Student will not be unjustly evicted and neither Student nor Landlord will harass or retaliate against the other for any reason. Landlord may not enter Student's apartment without consent of at least one of the residents or after giving 12-hours' notice by email, text, or letter to Student stating intent to enter. Landlord reserves the right to enter Student apartment or rooms with reasonable notice and after knocking for emergencies, maintenance, repairs, cleaning, inspection, to ensure compliance with the Honor Code, and to show apartment to prospective tenants. Reasonable notice will be deemed given when repairs are requested by Student and Landlord enters at a reasonable time of day and after knocking.

#### **15 Abandoned Property**

Upon termination of this Contract, Student will immediately vacate the premises and remove all Student's and Student's guest's property. Landlord and Student agree that if any personal or Student's guest's property is left on the premises or in any storage facility after Contract is terminated, Landlord may assess a maximum handling fee of \$100 to dispose of the property. Justification of an abandoned property fee must be made in the itemization provided to Student with the returned security deposit. Landlord will make reasonable efforts to contact Student concerning the property and permit Student to enter and remove the property. Disposal of unclaimed property shall be governed by the provisions of applicable Idaho law.

#### **16 Protection of Personal Property**

Student waives all claims against Landlord for personal injury or loss of or damage to clothing, valuables, or other personal property, including money, unless such loss or damage is due to negligence of Landlord. It is recommended that Student carry his/her own renter's insurance to cover potential personal property losses. Landlord who disposes of personal property belonging to a Student with a current or future housing contract without permission of Student will reimburse Student for fair market value of item(s).

#### **17 Guests**

Overnight guests are discouraged but may stay with the explicit consent of Landlord and all roommates. Extended or excessive number of stays is not permitted. A guest fee may be charged. Guests must be the same sex as the other residents and must abide by the BYU-Idaho Honor Code and Apartment Living Standards.

#### **18 Dispute Settlement and Mediation**

Landlord and Student agree to work together in good faith toward the resolution of any dispute arising out of or related to this Contract. In the event Landlord and Student are unable to resolve a dispute, Landlord and Student both agree to participate in at least one formal mediation session provided at no cost by BYU-Idaho, through a University-designated mediator, before pursuing any other remedies generally available at law. Unpaid rents are not subject to this mediation requirement unless rent was not paid because Student disputes the validity of the Contract.

I acknowledge that I have read and agree with all terms of this Contract including the University-approved addendum (if applicable) attached hereto and incorporated herein by reference.

<sup>3</sup> *Fernando P Pinto*

# BYUI AUG 2023 Single Semester Lease

## Signature Details

	Signer	IP Address	Date Signed
1	<b>Fernando P Pinto</b> Primary (14968405)	38.25.18.163	03/12/2024 10:59:29 AM
2	<b>Fernando P Pinto</b> Primary (14968405)	38.25.18.163	03/12/2024 10:59:29 AM
3	<b>Fernando P Pinto</b> Primary (14968405)	38.25.18.163	03/12/2024 10:59:29 AM

# Birch Plaza

1. **BICYCLES/SCOOTERS/SKATEBOARDS:** Residents may not store bicycles in the apartment at any time. Bicycles must be stored in provided bike racks at all times. Birch Plaza will not be responsible for loss or damage to any resident's bicycle. Resident is responsible for removing bicycle when checking out. Abandoned bicycles will be held for the required time and then disposed of according to section 15 of the contract. Bicycles, scooters, skateboards, etc. should not be ridden inside the property.
2. **CHECK-IN PROCEDURES:** Check-in procedures will be provided by the manager. Residents moving in early are expected to pay a daily rental rate for any days outside of the specified contract dates. This must be pre-approved by management at least three days in advance. All rents and fees must be paid in full prior to resident moving in unless a payment plan is approved by management.
3. **CHECK-OUT PROCEDURES:** All residents are required to leave the apartment white-glove clean at the end of each semester including those who will be staying for the next semester. Residents may be assessed a \$25 per hour cleaning fee for apartments not left white-glove clean. Residents checking out and not returning are required to return the original apartment key and mail key as part of the check-out process. (See section 9 for more information.) Check-outs are the last three days of each semester. Residents who need to check out early must make arrangements with the manager at least two weeks before the end of the semester for an early check-out schedule. A fee of \$25 may be assessed if check-outs are at a time other than the scheduled move-out days. If resident fails to complete their checkout with management they will be charged \$75.00 for a non-checkout fee.
4. **DAMAGES:** Residents are liable for any damages to the property. When more than one resident is involved, each resident will share in the expense. Residents will be charged the actual cost including labor charges.
5. **DECORATIONS:** No items may be attached to the walls or doors with tape or screws. Ceilings should be free of decorations. Window paint and signs are prohibited. No flags or paraphernalia of any kind can hang in apartment windows or balconies.
6. **FIRE/SAFETY:** All open flames and burning embers, such as candles and incense, of any kind are prohibited. The possession of explosives, gasoline, fireworks or other combustibles are prohibited. Tampering, disabling, or destroying any smoke detector, smoke alarm, carbon monoxide detector or fire extinguisher is prohibited and illegal. No personal belongings are allowed in entry ways or grassy areas (e.g. grills, pools, lawn chairs, tool boxes, etc.) Nothing is to be placed in the water heater or furnace closets. All indoor/outdoor walkways and stairs must always be free of garbage, bikes, etc. BBQ grills or like items may not be used anywhere on the property except for the one provided by the property. Residents are responsible for locking their doors and windows and are encouraged to keep their apartment secure.
7. **FURNITURE:** No outside furniture is allowed. No furniture may be moved out of the room, apartment, or lounge to which it is assigned. **No furniture of any kind may be placed outside of the apartment.** Cinder blocks are not allowed due to damages caused to the furniture in the apartment.
8. **HOUSEKEEPING:** Residents are required to always maintain order and cleanliness in their living accommodations. Apartment clean checks will be performed bi-weekly. Residents will supply their own cleaning products including broom, mop, garbage can, etc. to clean their apartment/room. A \$15 recheck fee will be charged to residents who do not pass inspection at the assigned time. If housekeeping falls below the standard set by the property, cleaning will be done by a cleaning company and the resident(s) responsible will be charged \$30/hour for the cleaning service.
9. **KEYS/KEY FOB:** Keys and key fobs to apartments, mailboxes, and common areas will be issued by the manager at check-in. Residents are advised to keep their apartment always locked when not occupied. Birch Plaza is not responsible for items stolen or any damage done to the apartment. (See section 16 of the contract.) Property keys are not to be copied or duplicated by anyone except the management. Resident will be responsible to pay for any lost or stolen keys/key fobs at checkout when it is required to return them to management.
10. **KEYLESS ENTRY PAD:** The code to the apartment's keyless entry is changed at the beginning of each semester. Residents are responsible to keep this code confidential; if there is a reason to believe that confidentiality has been breached, residents must notify the manager immediately to have the code changed. This only applies to units with keyless entry systems in place.
11. **LINENS:** Residents are required to provide their own mattress covers. If a resident does not have a mattress cover on his/her bed, management will provide one during the first clean check for the cost of the mattress cover purchased. Residents need to supply their own sheets, pillows, pillowcases, blankets, bedspreads, towels, and washcloths. Residents must provide their own shower curtains.
12. **MAINTENANCE:** If a resident notices anything in an apartment or room that requires repair work or maintenance attention, notify manager by submitting a request through the resident portal. It is the responsibility of the residents to report all maintenance items.
13. **OVERNIGHT TRIPS:** If for any reason a resident will be gone from the apartment for the night, resident should notify management before leaving. This is to conform to the University's missing person policy and for the safety of all residents.
14. **OVERNIGHT GUESTS:** Guests of the same sex may stay with a \$20 charge per person per night as approved by management. If the guest has a car, the resident must notify management and obtain a visitor's parking pass to avoid booting/towing. See Section 17 of the contract for additional information.
15. **PARKING:** All parking is by permit only and must have a separate parking contract. Permits are sold on a first-come, first-served basis. Residents bringing a vehicle must have a parking contract. If requesting a parking permit during the semester, check with the manager before acquiring a vehicle

to ensure that a permit is available. Vehicles without a permit or parked illegally may be booted or towed at vehicle owner's expense. Vehicle repairs or maintenance, including oil changes, of any kind is prohibited in Birch Plaza parking lot(s).

16. **ROOM ASSIGNMENTS:** The manager is responsible for all room assignments. Managers make an effort to honor as many requests as possible. Residents are expected to sleep in their own rooms.
17. **STORAGE:** On-site storage may be available for residents with current and/or future Birch Plaza contracts. Check with the manager ahead of time to make arrangements. Residents take full responsibility for any items stored in an apartment or in a designated storage area. Birch Plaza is not responsible for lost or stolen items. Managers cannot mail personal belongings. Abandoned property will be handled per Section 15 of the contract.
18. **WINDOWS:** Windows are operable, and residents must use good judgment on when to open and close them particularly during the winter months. Screens must not be removed. Damage to the screens, windows, or blinds will be charged to the resident or residents responsible.
19. **STUDENT LIVING AND OTHER MEETINGS:** Student Living Meetings are held at the beginning of each semester to teach and share principles consistent to successful apartment living. Residents are expected to attend and contribute to the building of a positive culture within the property. Additional meetings may also be held at other times during the semester as directed by the manager. All residents will be held accountable for any information discussed or distributed in the meetings, regardless of their attendance.
20. **COMMON AREAS:** Areas in the property designated as common areas are available by reservation for exclusive temporary use. Residents are responsible to leave these areas clean. Residents will be held financially responsible for any damages themselves or their guest(s) may cause. Residents may not store any personal belongings in these areas. Common area furniture and items must be left in the common areas. Landlord reserves the right to remove any and all objectionable items and nuisances.
21. **LAUNDRY:** Laundry services are for current residents only. Residents are expected to maintain laundry machines appropriately. Do not overload the units. Sites with laundry rooms are available 24 hours per day, 7 days per week. Residents should remove their laundry promptly, clean the lint filter, and clean up any spills or trash.
22. **MILDEW:** Residents are responsible to help keep their apartment clean and free of mold/mildew. If a reasonable effort has been made to remove the mildew and it is still there, residents may submit a maintenance request for help in removing. Landlord is not responsible for any mold/mildew damage to resident's personal property.
23. **INTERNET:** Residents may not install or use personal routers, switches, servers, etc. that will interfere with the internet service provided by Birch Plaza. Use of these items may require that the internet service be disconnected until these items are removed.
24. **GARBAGE:** All garbage must be placed in an appropriate garbage container and regularly removed from the apartment. No garbage, waste, unsightly items, etc. may be placed or stored on sidewalks, stairs, or in other common areas. If the garbage bins are full, place garbage on the side of the bin. Do not stack directly in front of the garbage bin.
25. **APPLIANCES:** Appliances are provided by the property. Resident is responsible for the proper use of the appliances. Resident will be charged for damages if misuse occurs.
26. **TOILETS:** Do not flush feminine supplies, including tampons, pads, cleansing wipes and applicators down the toilet. You will be financially responsible for all costs resulting from any damage or cleaning from plugged toilets that overflow. Residents are responsible for bringing their own plunger.
27. **UTILITIES:** The property covers all utilities. Residents are expected to be prudent in the use of heat, A/C, electricity, and hot water.
28. **MOTORIZED VEHICLES:** Motorized vehicles cannot be ridden, stored, or parked for any amount of time on porches/sidewalks/bike pathways or grassy areas. No maintenance for motorized vehicles or the parts thereof will be allowed on porches, sidewalks, pathways, or grassy areas of Birch Plaza.
29. **SNOW REMOVAL:** Residents will be notified, by email or text, prior to full parking lot snow removal. All vehicles must be moved out of the lot including guest vehicles until the removal crew is finished. Vehicles not removed may be towed at vehicle owner's expense.
30. **SECURITY SYSTEM:** The security system is for management use only.
31. **RENTERS INSURANCE:** Proof of coverage for resident renter's insurance will be required upon moving in. Renter's insurance has been arranged through Birch Plaza if the resident desires to opt-in to Birch Plaza coverage.

# Rexburg Housing Addendum

## Signature Details

	Signer	IP Address	Date Signed
1	<b>Fernando P Pinto</b> Primary (14968405)	38.25.18.163	03/12/2024 10:59:29 AM
2	<b>Fernando P Pinto</b> Primary (14968405)	38.25.18.163	03/12/2024 10:59:29 AM

**LEASE ADDENDUM FOR PERSONAL LIABILITY:  
POPIC DAMAGE WAIVER OR PROOF OF LIABILITY INSURANCE**

**Acknowledgment – Personal Liability.** You acknowledge that you may be personally liable for the full cost of any damage, injury, or loss caused by the action or inaction of you, or your guests, to persons or property, including our property and the personal property of you, or your guests. You also acknowledge that we do not maintain insurance to protect or cover you for the cost of such damage, injury, or loss. Because of this potential liability, **you must either provide proof of renter's insurance coverage or opt-in to our optional damage waiver provided by POPIC LLC, 665 W 17<sup>th</sup> St, Costa Mesa, CA 92627.**

**Option 1: Procure Liability Insurance yourself.** By selecting option 1, you agree to buy your own policy of liability insurance. This insurance must cover Birch Plaza for up to \$50,000 for damage to our property from fire, smoke, explosions, water, or falling objects caused by the negligent action or inaction of you or your guests. Proof of insurance with Birch Plaza listed as an additional interest will be required within three weeks of occupancy start date. Most readily available rental insurance policies will satisfy this requirement. **If you select this option and fail to provide proof of insurance 3 weeks prior to occupancy start date you will be auto-enrolled into the Damage Waiver.**

By selecting Option 1 you will need to submit a copy of your policy/declaration page to Redstone.confirminsurance.com or via email to [redstone@popicllc.com](mailto:redstone@popicllc.com). Your policy must name Birch Plaza and Redstone-POPIC as an additional interest.

**Option 2: Opt-in to Birch Plaza Damage Waiver.** By choosing this option, you agree to pay \$12.00 per month in addition to your rent payment. In exchange, we agree not to seek payment from you for up to \$50,000 for damage to our property from fire, smoke, explosions, water, or falling objects caused by the negligent action or inaction of you or your guests.

There are some important points you should understand about Option 2:

- The Damage Waiver is not insurance. We are simply giving up our right to hold you responsible for up to \$50,000 in damages to our property that would be covered by the damage waiver.
- The Damage Waiver does not cover any of yours or your guest's personal property or injury(s).
- Damages you cause intentionally or damages that cost us over \$50,000 are not covered by the damage waiver.
- You will not be covered by or have any right to payment under the insurance policies we may have that cover Birch Plaza against your negligent action.
- Enrollment into the Damage Waiver can be cancelled at any time by submitting a copy of your policy/declaration page to Redstone.confirminsurance.com or via email to [redstone@popicllc.com](mailto:redstone@popicllc.com). Once approved, you will no longer receive future charges to your account, a pro-ratio for mid-cycle cancellations will not be given.



# Rexburg POPIC Addendum

## Signature Details

	Signer	IP Address	Date Signed
1	<b>Fernando P Pinto</b> Primary (14968405)	38.25.18.163	03/12/2024 10:59:28 AM

# **Lease Deposit Policy**

The following must accompany your contract (online payments only; no checks or cash will be accepted):

The lease deposit (applied as the \$150 refundable security and damage deposit, and the \$150 nonrefundable administrative fee) is required at the time of contract submission to avoid cancellation. Please note that if you submit a contract and the apartment community is full (has no vacancy), you will be given a complete refund.

The contract and subsequent submission of the required fees/deposits will place the student on the reserved housing list pending space availability, etc. Note that there will be **NO REFUND OF LEASE DEPOSIT AFTER THE CONTRACT SUBMISSION AND APPROVAL DATE**. Once this contract is submitted and the lease deposit is paid, it is suggested that the student immediately contact the manager, via phone or e-mail, to verify space availability, payment methods, etc. Of the lease deposit, the first \$150 is applied to the security and damage deposit and the balance is applied toward the non-refundable administrative fee in order for residents to comply with the terms of their contract. However, should the resident default on the payment terms of the contract, the refundable security and damage deposit will be applied toward those neglected rent payments.

The security and damage deposit is available for refund at the end of the contract period unless there are any unpaid excessive utility costs, cleaning charges, damage charges, lost or unreturned property of the apartment community, etc. At the end of the contract period, the balance of the refundable security and damage deposit will be returned to you within thirty (30) days. However, if your utility usage overage charges, damages, or other charges/fees exceed the security and damage deposit amount, you will be required to pay that balance prior to checking out or you will be billed for the excess.

**Please note that there will be NO REFUND of the Lease Deposit after contract submission and approval. You will be bound to the terms and cancellation policy of the contract.**

# Rexburg Housing Deposit Policy

## Signature Details

	Signer	IP Address	Date Signed
1	<b>Fernando P Pinto</b> Primary (14968405)	38.25.18.163	03/12/2024 10:59:28 AM

# Birch Plaza No-Parking Pass Agreement

## Personal Information

Name: Fernando Pinto

Phone Number: (962) 436-4960

BYUI Email: ferfer192002@gmail.com

-A parking pass for Fernando Pinto is not included in this housing agreement. A separate parking contract is required to park a vehicle on the property.

-All off-street parking is by permit only and each resident is responsible to secure a parking contract for their vehicle. Birch Plaza clearly acknowledges that there will not be a parking contract available for every resident.

-Residents can contact BYU Idaho parking services to obtain a parking pass for the "L" Lot. All costs associated with the permit will need to be paid to BYU Idaho parking services in full to obtain the permit.

I have read and agree with the terms and conditions of Birch Plaza No-Parking Pass Agreement.

*Fernando P Pinto*

# Rexburg No-Parking Pass Agreement

## Signature Details

	Signer	IP Address	Date Signed
1	<b>Fernando P Pinto</b> Primary (14968405)	38.25.18.163	03/12/2024 10:59:28 AM

# Birch Plaza Payment Plan

Student Name: Fernando P Pinto    BYU-I Email:

- I understand that setting up a monthly payment plan changes the terms of my contract. I also understand there will be an additional fee of \$50 to be included in the Payment Plan for the monthly payment plan set up. This will be charged with the first month's rent and is included in the amounts that are listed below.
- Each payment must be received on or before the date indicated below. I understand that if any of the payments are late, then late fees will apply per section 5 of the Student Landlord Housing Contract.

Payment #	Date of Payment	Amount of Payment
	Month to month payment set up	50.00 - 04/01/2024
1	04/01/2024	\$333.00
2	05/01/2024	\$333.00
3	06/01/2024	\$333.00
4		\$

I understand that by signing this agreement, I agree to the above payment schedule.

<sup>1</sup> Fernando P Pinto

# Rexburg Payment Plan

## Signature Details

	Signer	IP Address	Date Signed
1	<b>Fernando P Pinto</b> Primary (14968405)	38.25.18.163	03/12/2024 10:59:27 AM