



COVID-19 INFORMATION UPDATE FOR KING HENRY RESIDENTS APRIL 2, 2020

We are receiving questions from residents regarding their current rental contracts in light of the coronavirus situation that is affecting us all. We are confident that, working together, we can address circumstances and resolve concerns that arise. Our goal is to meet the varied needs of our residents in a way that is fair and helpful to all concerned.

King Henry continues to encourage all residents to seek information from reliable sources (www.coronavirus.utah.gov, etc.) and to carefully follow all governmental health directives and recommendations in order to help protect yourself, your roommates and your neighbors. Here are a few of the steps we are taking to help promote your health and safety:

- Again, we continue to advise any resident who feels unsafe living at King Henry to go home now and contact us from there to work out contract details.
- We have temporarily suspended all sponsored social events and regular apartment cleaning checks performed by our staff, and temporarily closed our new exercise facility, new spa, and pool in an effort to facilitate social distancing.
- Essential services remain open, such as the laundry and computer lab facilities, our office (by telephone and e-mail), and the maintenance department. We have increased the frequency and intensity of our cleaning protocols for these facilities. Please ensure that you follow health recommendations and social distancing guidelines as you utilize these spaces.

King Henry will continue to do its best to honor the terms and conditions of its rental contracts with residents. We have identified some accommodations we can make to provide greater flexibility to residents whose circumstances have changed as a result of the current situation. Those accommodations are summarized below. If you need more info, please contact our friendly office staff.

1. **Rent Credit during Temporary Amenity Limitations.** Because some of our amenities and popular social activities are temporarily unavailable due to health regulations, we will add a credit of \$50 to each resident's account on a monthly basis. This policy will start for the month of April for each resident having a current April 2020 contract and will so continue until we can once again provide you access to our first class amenities and activities.
2. **Work with Residents Experiencing Difficulties On Case-By-Case Basis.** As always, we are happy to work with individual residents who are experiencing challenges, on a case-by-case basis. Some help we may be able to offer during

this current situation may include the following:

- a. **Pay Rent Over Time.** For Residents who find it difficult to pay rent on time we may agree to forego late fees and work out payment schedules at no interest.
 - b. **Utility Responsibility When Absent.** For Residents who choose to temporarily vacate their apartments for extended periods, but keep their contracts, we may agree to adjust utility billing so that they are not responsible for apartment utilities while not occupying the apartment.
3. **Early Termination of Contract.** Although not an option in current rental contracts, for a very limited time and on limited conditions we are offering any Resident the opportunity to terminate his or her 2019-2020 rental contract before the scheduled August 14th end date. **To qualify for this accommodation a resident must complete and deliver the attached Notice of Interest Form to the King Henry office before 5 pm MST on Monday, April 6, 2020.** A Resident has no obligation to request this Accommodation. If not requested, the existing Contract will remain in full force and effect. Following are some highlights of this accommodation opportunity:
- a. **Limited Time Opportunity.** Interest form must be received in office by 5 pm on Monday, April 6, 2020, or opportunity expires. [Fill out attached form, sign and e-mail to King Henry Office - scan, fax or photo ok]
 - b. **Effective Date.** Choose early termination effective date of either March 31st or April 30th. [see form]
 - c. **Check-Out Required.** Resident must complete check-out of apartment with staff.
 - d. **Rent Payment Rate To Effective Date.** Resident must pay rent at the regular level Contract rate through the effective date chosen.
 - e. **Full Term Rent Discount Rate No Longer Applicable.** Because resident is terminating early, level term discount rate no longer applies and resident must pay Early Cancellation Monthly Discount Recovery rent as provided in the contract. [details will be provided in response to form]
 - f. **Normal Legal Deductions.** Resident must pay normal legal deductions through the effective date chosen (utilities, reconditioning fees, damage and cleaning fees, transfer fee, past due fees or charges, etc.).
 - g. **Resident Receives 40% Discount On Remaining Contract Rent.** King

Henry and Resident, neither of whom is responsible for this virus situation, will share the pain of the remaining rent under the original Contract. Resident will pay 60% and King Henry will forgive the remaining 40%. [details will be provided in response to form]

- h. **Credit Balances.** Resident will receive credit for any current term account credit balances (e.g. damage security deposit, last month's rent security deposit, prepayments, etc.) against above charges.
- i. **Sequence of Steps To Follow.** If Tenant interested in early termination:
 - Step 1- Tenant completes and sends attached form to office.
 - Step 2- Office computes charges and credits, sends to Tenant with a Contract Amendment Agreement.
 - Step 3- If tenant chooses to proceed, tenant signs Contract Amendment Agreement and sends to office with final payment (or makes arrangements with office for payment).
 - Step 4- Office counter signs Contract Amendment Agreement and returns signed copy to tenant.At this point early termination is complete. Note: Time deadlines apply.
- j. **Final Account Statements.** Final Account Statements will be processed withing 30 days of the effective date chosen. Resident will pay any net amounts due within 15 days of notice unless Resident and King Henry make other arrangements based on Resident's individual circumstances.

On a separate subject, you may have heard conflicting information from various sources about the applicability of Paragraph 23B of the BYU Contract which reads:

"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: ...
B. If the student leaves school due to a verified unforeseeable and unexpected catastrophic loss or serious illness. In such instances, termination of the Agreement is in effect after the landlord receives acceptable verification. Student shall forfeit security deposit and legal deductions."

This provision has been a part of the BYU Contract for many years and has always been construed by BYU and landlords to apply only to the situation where an individual student withdraws from school because that student or someone in his or her immediate family has experienced an unforeseeable and unexpected catastrophic loss or has personally contracted an unforeseeable and unexpected serious illness. Over the years King Henry has always honored these provisions to help any Resident who personally experiences such catastrophic loss or serious illness, and will continue to do so on a case-by-case basis. For clarification, the above Early Termination of Contract accommodation voluntarily offered by King Henry to its residents

has nothing to do with paragraph 23B of the BYU contract.

We at King Henry Apartments appreciate your patience and understanding during this time of uncertainty and rapid change. We hope that the above described efforts on our part will help alleviate some of the pressures and uncertainties that you are experiencing.

We are sorry that you, we, our families and neighbors must deal with the challenges this situation has brought and know that we all look forward to the day when we can get back to normal living, including once again enjoying the amenities and activities that help set King Henry apart as the best college living experience in Provo.

Again, if you have questions or need more information, please call our office at (801.373.2400) or e-mail to info@kinghenryapts.com. Thank you very much!

King Henry Apartments Management

(Form)
**NOTICE OF INTEREST TO RECEIVE
CONTRACT ACCOMMODATION**

MUST BE RECEIVED IN OFFICE BY 5 PM MONDAY APRIL 6, 2020

NAME: _____ AGE: _____
APARTMENT NO.: _____ SPACE NO.: (if known) _____
E-MAIL ADDRESS: _____ CELL PHONE: _____

I would like to terminate my 2019-2020 rental contract with King Henry Apartments prior to the agreed August 14, 2020, end date if possible ("Early Termination"). I understand that King Henry is offering a limited time opportunity for early termination on certain terms and conditions. I am interested in receiving that accommodation.

Please send me details of how that accommodation would apply to me and my contract together with an applicable Contract Amendment Agreement. I understand that if I want to proceed I must then sign and return that Agreement by 5:00 pm the day after I receive it from King Henry for the accommodation to be granted.

If I chose to take advantage of the accommodation, I would like the effective date to be:
☐ **March 31, 2020** if I have already moved out or will move out by 5 pm April 3rd, otherwise ☐ **April 30, 2020.**

I understand that after a Contract Amendment Agreement is signed by King Henry Apartments and me amending my current Contract, I will have no further right to occupy my living accommodations at King Henry Apartments during the remaining 2019-2020 contract term unless I purchase a separate contract for such living accommodations.

Signed this _____ day of April, 2020.

(Signature)