



Online Contract

Your Student/Landlord Contract to Mountain Crest Apartments was successfully submitted. A copy of this contract was also sent to your email address. Please print for your records and click the Pay Deposit button to complete your application. Thank you!

[Print Contract](#) [Pay Deposit](#)

BYU-I Student/Landlord Contract

Mountain Crest Apartments 132 South 3rd West Rexburg, Idaho 83440 http://mntcrestapts.com (208) 359-4193	
Student's Full Name	Vishal Vaid
Home Address	346 West 2nd South, Apt no 3
Home City	Rexburg
Home State	ID
Home Zip	83440
BYU-I Email Address	vishaltheKing95@gmail.com
Cell Phone Number	8086991605
Type of Apartment or Room	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.

Student Signature



Date

June 20, 2022

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 on-site 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.

Student Signature



Date

June 20, 2022

3. PARKING ACKNOWLEDGMENT

I 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.

Student Signature



Date	June 20, 2022
Mountain Crest Occupancy Dates and Rates	Summer 2022: Jul 23 - Sep 8, 2022 - (\$300), Processing Fee (\$50)/Security Deposit (\$100)
4. HOUSING COSTS	450.00

5. PAYMENT OBLIGATION

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 \$25 if monies due are not paid within 5 days of the due date. Late payments shall be subject to interest at 6% 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 \$100 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 \$60 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 \$60 transfer fee. If Student is unable to provide an eligible replacement, Landlord may collect for all the obligations contained in this Contract but must first demonstrate it has undertaken all commercially reasonable efforts to mitigate damages by attempting to fill the leased space and has been unable to do so;

8. 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, uncleanness, 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.

MOUNTAIN CREST ADDENDUM

BICYCLES, SCOOTERS, SKATEBOARDS

Students may not store bicycles in the apartment or under stairwells at any time. Bike racks are provided and students are encouraged to use a bike lock to secure their bike. Returning students leaving bicycles between semesters, must inform the manager. Students are responsible to remove bikes from Mountain Crest Apartments when checking out.

CHECK-IN AND CHECKOUT PROCEDURES

Check-in and checkout procedures will be provided by the manager. Students will be charged \$10/day for any days outside of the contract when pre-approved by management. Students must leave the apartment white-glove clean and leave the premises immediately after having officially checked out. Students who fail to checkout properly may be charged a \$50 non-checkout fee.

DAMAGES

Students are liable for any damages to the property. When more than one person is involved, each person will share in the expense. When students know who is responsible for any damage in public areas, they should provide such information to the manager. Individuals will be charged the actual cost including labor charges.

DECORATIONS

Appropriate decorations (posters, pictures, etc.) are encouraged. Since no items may be attached to the walls or doors with tape or nails, a special adhesive should be used to attach posters, etc., to the walls and doors. Decorations should not be attached to the ceiling or near window coverings or heat vents.

FIRE/SAFETY

All open flames and burning embers, such as candles and incense are prohibited. It is illegal to tamper with fire extinguishers. Tampering, disabling, or destroying any smoke detector/alarm or carbon monoxide detector is prohibited.

FURNITURE

No furniture may be moved out of the room or apartment to which it is assigned. Furniture should not be stacked. Used furniture is not permitted in order to prevent potential bed bug infestations.

HOUSEKEEPING

Students are required to maintain order and cleanliness in their living accommodations at all clean their apartment. Cleaning supplies must be appropriate for the task, such as using toilet bowl cleaner to clean toilets or sanitizers and scrubbing pads to clean sinks. Students will be charged \$25/hr. if cleaning has to be performed by the manager or manager representative either during the semester or following the checkout.

KEYS

Keys to apartments and mailboxes will be issued by the manager during the check-in process. Students are advised to keep their apartments locked at all times when not occupied. No Mountain Crest Apartment keys are to be duplicated. The typical cost for replacing a mail or apartment key is \$35.

LINEN

Students need to bring their own sheets, pillows, pillowcases, blankets, bedspreads, towels, and mattress cover. (Mattress covers are mandatory.)

MAIL SERVICE

The address for Mountain Crest Apartments is: 132 South 3rd West #_____, Rexburg, ID 83440. When leaving Mountain Crest Apartments, fill out a change of address form with the post office.

MAINTENANCE

Students are responsible to notify the manager in writing as soon as possible if they notice anything in an apartment that requires repair work or maintenance.

PARKING

One parking place is provided for each student. No parking permit is required. Rexburg City ordinance does not allow overnight parking on city streets from December 15 through March 1. See parking contract for more information.

ROOM ASSIGNMENTS

All roommate requests need to be submitted to the manager at least 30 days prior to the contract beginning. Managements makes an effort to honor as many requests as possible, however, there is no assurance that all requests can be honored.

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. Students are expected to attend and contribute to the building of a positive culture within the complex. Additional meetings may also be held at other times during the semester as directed by the manager. All students will be held accountable for any information discussed or distributed in the meetings, whether or not they attend.

CONTRACT AGREEMENT

I acknowledge that I have read and agree with all terms of this Contract including the provisions found, which are incorporated by reference, parking contract, if applicable, and approved Mountain Crest Apartment addendum.

Student Signature

**Date**

June 20, 2022

[Print Contract](#)[Pay Deposit](#)

Contact Us

Mountain Crest Apartments

132 South 3rd West

Rexburg ID, 83440

(208) 359-4193

mntcrestapts132@gmail.com

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Rexburg, ID 83440

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(208) 359-4193

Manager Office Hours

M-F: 1:00-3:00PM

Closed Saturday and Sunday

Check In/Out Dates

Winter 2022:

Jan 3 – April 8, 2022

Spring 2022:

April 15 – July 21, 2022

Summer 2022:

July 23 – Sept 8, 2022

Fall 2022:

Sept 9 – Dec 15, 2022



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