

EXHIBIT “A”

2014-2015 BYU STUDENT-LANDLORD RENTAL AGREEMENT

Name: <u>Brittina Babito</u>		Cell Phone: [REDACTED]
Student's E-mail Address: [REDACTED]		Driver's License # and State
Permanent Home Address: [REDACTED]		
Permanent Phone: [REDACTED]	Student I.D. # [REDACTED]	
Educational Institution: <u>Utah Valley University</u>	Social Sec. #: [REDACTED]	Date of Birth: [REDACTED]
This Contract is Entered into on Today's Date:		
Landlord's Local Agent: <u>FCS COMMUNITY MANAGEMENT</u>	Local Agent's Address: <u>495 N University Ave Suite 100, Provo</u>	
Landlord's E-mail Address: <u>landlord@happyvalleycondos.com</u>	Agent's Phone: <u>801-373-9678</u>	Agent's FAX: <u>801-601-0</u>

CERTIFICATIONS OF STUDENT STATUS: I hereby certify that I am a "student" and am eligible to rent and reside in BYU Contracted Off-Campus 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 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 administered Title IX sex segregated housing through common off-campus landlords (Utah Valley University, Stevens Henager College, Provo College, Pa Marinello Schools of Beauty, Acaydia School of Aesthetics, Aveda Institutes Provo, Nomen-Global Language Centers, American Institute of Medical a Renaissance Academe De Hair Design, Selnate International School), and I have elected to live in such housing under the terms and conditions found herein 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my tenancy terminated from BYU Contracted Residential Living Standards nor have I been dismissed, suspended, nor have I withdrawn (in lieu of being suspended or dismissed) from BYU for non-academic understand if I am banned from BYU, I am not eligible to live in BYU Contracted Housing.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 Standards, and the gender separation policy and remain eligible as a student as defined in this paragraph. I recognize and understand that my Certification 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 of of tenancy 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 1 semester/term through my BYU that I am a resident, with a current contract and will provide BYU my residential address. *(See paragraph #10) Student Initials BB

RESIDENTIAL LIVING STANDARDS: I agree to comply with, and acknowledge the landlord's and my responsibility to maintain the Residential Living Standards (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 termination of my tenancy. **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 members of the opposite sex is not appropriate unless emergency or civility dictate otherwise and then only if the safety, privacy, and sensitivity of the unit 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 extend this 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 consuming alcoholic beverages, tobacco, tea, coffee, or harmful drugs both on and off the premises of Contracted Housing. Involvement with gambling, indecent, or offensive material, obscene or indecent conduct or expressions, disorderly or disruptive conduct, or any other conduct or action inconsistent with the sole discretion and judgment of the University, is not permitted on or off the premises of Contracted Housing. All guests must comply with the Residential Living Standards 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. (This applies to students at all times whether on or off campus.) Student Initials BB

UNIVERSITY CONVICTED SEX OFFENDER POLICY: The University has determined that convicted sex offenders, whether required to register or not, pose a 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. Student Initials BB

1. RENTAL AND PARKING ACCOMMODATIONS: The landlord will provide the following rental accommodations, commonly known as located at 345 N Belmont Place #139 Provo, UT 84606 which the landlord warrants has received a BYU contract or will receive a final contract by the occupancy date in paragraph 2 below and will remain contracted by the Off-Campus Housing Office at Brigham Young University. Apartment number or brief description of facility rented: 139 is to be occupied by a maximum of ONE (1) person(s). Bedroom rent or IS NOT entitled to the exclusive use of stall # 139 which is COVERED RESERVED / UNCOVERED RESERVED / X STALL / OTHER NO has a total of 3 off-street parking spaces available and has contracted with BYU for a maximum of 3 tenants in this unit.

2. TERM OF CONTRACT: Occupancy shall begin on the 1st day of February, 2015 ("Commencement of Tenancy"), and shall terminate on the 31st day of April, 2015. Rental rate: Total rent for this period will be \$1350.00 payable in equal payments of \$450.00 due in advance on the 1st of each month.

3. **LATE FEES:** The rent is to be paid to FCS COMMUNITY MANAGEMENT at the following address: 495 N University Ave Suite 100 PR 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 \$25.00, plus \$5.00 for each the rent continues to be unpaid. Late fees shall not be exorbitant and must bear a reasonable relationship to actual damages suffered.

4. **UTILITIES:** Tenant is required to place utilities in his/her name. The student will be responsible for GAS, ELECTRICITY, and TELEPH indicated: (water (sewer (garbage (internet (cable. If a box is checked, this utility is the responsibility of the student. This v place utilities in his/her name. A utility contract between roommates can be filled out and printed from the Off-Campus Housing website och.byu.edu/PDF/UtilityContractFillable.pdf

5. **SECURITY DEPOSIT:** The student will pay a security deposit to the landlord upon the signing of this Agreement. \$450.00 shall be DEPOSIT, and \$ N/A shall be the NON-REFUNDABLE DEPOSIT (regardless of contract length). Total deposits shall not exceed two month

6. **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 v 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 received, reasonable cleanliness included, reasonable wear and tear and damages by the elements excepted.

B. **IF RENTING SIGHT UNSEEN**, i.e. Tenant has not had the opportunity to inspect the unit covered by this lease, then the landlord warrants that the unit to 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 to the model unit in some material respect, except as agreed to, tenant may give written notice to landlord that unless the deficiency is corrected within a set, the rental agreement will be void. If the landlord fails to correct the deficiency within the specified reasonable time, tenant has no further obligations under th the landlord must return all monies previously paid to him by tenant regardless of how denominated. *(Model units are for show purposes. Assigned units may paint color, furnishings and/or décor, but must contain appliances and furnishings in keeping with what was shown)

7. **TERMS AND CONDITIONS OF AGREEMENT:** Students and landlords agree to abide by applicable City, County, State, and Federal laws governing the Agreement, and the rental property. No modifications of this Agreement may be made by strike-out or other writing except as provided herein. In addition to th of this Agreement, the landlord may establish, in writing, addenda and house rules covering, for example, check-in/check-out procedures, etc. Any addit 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 addition supersede any part of this Agreement, they are invalid and unenforceable. In addition, written addenda and house rules that are unlawful, oppressive, unreason not be enforced in mediation, arbitration or by any court.

A. **FEES, COPIES, AND RECEIPTS:** All fees and nonrefundable portions of the deposit must have a clearly defined purpose and the amount stated in writing a and shall not be exorbitant and must bear a reasonable relationship to actual damages suffered or costs incurred. The landlord shall provide the tenant v 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.

B. **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 along with *d 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. Units equipped with a lock p keys see the addendum.

8. **RESIDENTIAL LIVING STANDARDS:** The landlord agrees to exercise reasonable effort to maintain and enforce the Residential Living Standards as defined 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 whic

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 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 this agreement and grounds for termination and eviction.

DO NOT SIGN UNTIL YOU READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE REVERSE SIDE

[Signature] Landlord or Agent 1/28/15 Date [Signature] Student Date: 1/28/15

9. **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(faith effort on their own, all such controversies shall be submitted to the BYU Center for Conflict Resolution (hereinafter "CCR") for binding mediation/arbitratio 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 med 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 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 exclusiv 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 v 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 in material breach of their BYU contract for their facilities which then will be terminated. If civil court action is pursued to enforce the terms of this Agreement or the arbitration award, the non-prevailing party agrees to pay all costs in connection therewith, including a reasonable attorney's fee. Other non-BYU student(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 Contracted Housing. Eviction: If a BYU student requests mediation after an eviction notice has been served, the CCR must schedule mediation within 72 t days.

10. **STUDENT OBLIGATIONS:** The student agrees to use the property as his or her personal residence. The student shall maintain the interior of the property and safe condition, use reasonable care in consumption of utilities and services furnished by the landlord, and avoid unreasonable noise or other disrupt peaceful enjoyment of the premises by the landlord and other students. The student shall be responsible for any damage to the property beyond reasonabl 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 alteration 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

Residential Living Standards Involving other students or residents. *The BYU student agrees to update their residential address on myBYU each semester. Failure to do so may result in non-compliance fees of up to \$175 and housing holds affecting their ability to register.

11. REPAIRS AND MAINTENANCE: The landlord agrees to maintain, at landlord's expense, both the interior and exterior of the property and any provided furniture, safe, reasonably clean, and operable condition and comply with all applicable State, County, and City laws and the most recent edition of the BYU Minimum 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 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*. 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 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.

12. LIABILITY OF LANDLORD: The landlord shall not be liable for any damages or losses to person or property caused by the student, other persons, the student, 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 such catastrophes.

13. DELAYED POSSESSION: If the landlord is unable to deliver possession of the premises at the commencement date of this Agreement, the tenant shall not be liable for any damage caused thereby through the delay 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 delay in possession hereof, if possession is not delivered, or until the day the tenant terminates, whichever is earlier. This provision survives termination until damages are paid.

14. TERMINATION OF UNIVERSITY CONTRACT: Upon five days written notice to the landlord or its agent, students may terminate this Agreement at any time if they do not have a contract to provide BYU Contracted Housing or is over-occupied. The landlord agrees to remit within 5 days the balance of any prepaid rental amount if any student electing to terminate his or her Agreement in accordance with this paragraph. The landlord may retain only a pro rata portion of nonrefundable fees.

15. FIREARMS, WEAPONS, FIREWORKS, AND EXPLOSIVES: Unless prior written consent is received from the landlord and all other students in the dwelling, 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, explosives, or knives (except reasonable cutlery), or other items which, in their intended use, are capable of inflicting serious personal injury.

16. PETS: No pet(s) shall ever be kept on the premises without written consent of the landlord and all students in the rental unit.

17. 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 the student shall have only overnight guests of the same gender as designated for the dwelling. The landlord may charge the student having overnight guests a fee of \$10 per night, plus a pro rata portion of the rent unless a fee is agreed to elsewhere in this contract. All guests must comply with the BYU Honor Code and Residential Living Standards.

18. 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, nor take any action against the other or against other students for the exercise of his or her rights under this Agreement and Utah law.

B. All students living in rooms where computers, web cameras, and/or other image recording/transmitting devices exist should discuss with their roommate(s) the appropriate use of 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 may mediate the concern.

19. RIGHT OF PRIVACY AND INSPECTION: Except in case of an emergency which threatens life or property, the landlord may not enter the property without the consent 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 at the 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 inspecting the premises, making necessary repairs or improvements, supplying necessary services, or showing the unit. Whenever the student requests the landlord to 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 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 enter the property at that time. The landlord and landlord's agents are responsible for losses of, or damage to, personal property of the student, or negligence of landlord or landlord's agents who enter without student consent, or in violation of this paragraph.

20. TRANSFER OF STUDENTS: Unless circumstances warrant an immediate transfer, upon 7 days written notice to the student, the landlord may transfer the student to a 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 a student for the 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 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 the student.

21. RENTAL DEPOSIT: Students shall not be required to pay a deposit exceeding two months rent. The landlord may apply the security deposit to any of the following:

- A. rent owed under the terms of this contract,
- B. damage to the property done by the student individually, or by persons invited on the property by the student, beyond reasonable wear and tear,
- C. other fees provided for in this Agreement, and
- D. cleaning of the unit, unless reasonably cleaned by the student, reasonable wear and tear expected.

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 to the student within 30 days after termination of the rental agreement, or within 15 days after receipt of the student's new mailing address, whichever is later. The student shall designate an 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 60 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 receive a penalty of \$100 and court costs.

22. TERMINATION BEFORE COMMENCEMENT DATE: At any time not less than 90 days before the commencement date in paragraph 2 of this Agreement, the student 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 terminates, 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 student terminates, 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 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 consent of the landlord.

23. TERMINATION BY STUDENT OR AUTOMATIC TERMINATION: The Agreement may be automatically terminated or terminated by the student, prior to its expiration, under the following circumstances and conditions:

- A. Death of the student.

B. If the student leaves school due to a verified unforeseeable and unexpected catastrophic loss or serious illness. In such instances, termination of the Agreeer

~~acceptable verification has taken place. Student shall forfeit security deposit and legal deductions.~~

C. If the student leaves school due to a verified call into active military duty, the student may terminate further contractual obligation after 5 days written 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 may terminate with 120 days written notice and shall forfeit security deposit and legal deductions. After receiving the 120 day written notice the Landlord must, within 10 days, refund the rental space and thus relieve the student of any further obligation under this Agreement or continue to collect rents for the full duration 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. 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. If the student pays 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 and 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 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 maintain the Residential Living Standards and the landlord fails to correct the problem within a reasonable amount of time, the student may terminate without 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 by court of law.

24. **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 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 security 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 Standards above; actions by the tenant do not cancel the contract, only tenancy.
- E. when the student's conduct interferes with other residents' rights to peaceful enjoyment of the premises, recklessly endangers human life including self, assaults, harasses, disturbs the peace of, intentionally damages, defaces or destroys the property of, or threatens physical harm against other students, the student 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 to 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 violation of this paragraph, or any the provisions authorizing forfeiture, the landlord shall use his or her best effort to re-rent the premises on reasonable terms. If the landlord 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 landlord 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 attorney's fee.

Any successor to the owner's interest in the premises after the owner and student sign this contract shall be bound by the provisions of the contract.

Student Initials BD

Brianne Bupayo

Name

[Redacted] Social Security Number (required)

139C

THIS IS A LEGALLY BINDING CONTRACT ADDENDUM TO THE BYU RENTAL AGREEMENT

Tenant Further Agrees:

- to pay a minimum 1/2 of the required security deposit at the time the lease is purchased, in order to secure the contracted room. The remaining portion is to be paid prior to occupancy, on or before the contract commencement date. Tenant also agrees to pay rent by the 1st day of each month it is due. **TENANT LEASE IS FOR A CONTRACT PERIOD, NOT FOR A CALENDAR MONTH.** Payment is divided into monthly installments for tenant convenience. It may be paid online, delivered or mailed to FCS Community Management, 495 N University Ave Suite 100, Provo, UT 84601. Anything received after 5:00 pm the 5th day of the month will be assessed an initial \$25 late fee and a \$5 late fee every day late thereafter. If the 5th falls on a holiday or weekend, management must receive it by the next working day, or late fees will be assessed. **NO EXCEPTIONS TO THIS POLICY INCLUDING SEMESTER BREAKS WHEN SCHOOL IS NOT IN SESSION.**
- to maintain the facilities occupied in a clean and orderly manner at all times and to pass cleaning inspections. There will be quarterly, mandatory announced cleaning inspections. Those cannot be rescheduled. If tenant fails to meet a reasonable cleaning standard, a second inspection will be scheduled as well as a \$15.00 re-inspection fee assessed. If tenant fails once again to meet a reasonable cleaning standard, tenant will be charged for professional cleaning services at the standard going rate, not less than \$65.00 per hour. Tenants are required to provide their own cleaning supplies, including but not limited to, cleansers, mops, brooms, garbage cans. Cleaning inspections will be conducted on a weekly basis if, at any time, the unit does not meet a reasonable level of cleanliness.
- to honor the management's emergency phone line policies. The office phone is 801-373-9678. This phone line is transferred to a 24-hour voice message system after office hours for emergencies. The 24-hour system will not have access to account information or other non-emergency information. If tenant's call is answered or returned and it is not an emergency, tenant will be billed \$45 for a non-emergency after-hours call.
- to SUBMIT ALL MAINTENANCE REQUESTS to management office in writing at the first sign of any type of malfunction, leak or problem. Maintenance requests can be submitted online at www.happyvalleycondos.com.
- under no circumstances will the locks on the interior or exterior doors (including bedrooms) be changed or altered in any way without prior written consent of the management. A \$75 fee will be charged for each lock that has been tampered with or changed.
- to pay a \$75.00 replacement charge for any lost keys or keys not returned at contract end. There will also be a \$25 charge for lock-outs during business hours and a \$45 charge for all after-hour lock-outs. When a front door is operated with a code, tenant will not share code with other individuals. If a code change is necessary, due to tenant negligence, a \$40 fee will be charged to tenant.
- If tenant chooses to sell contract prior to the termination date, a \$100 transfer fee will be assessed to the tenant's account. This is a flat, non-negotiable fee. Management will try to assist tenant in selling the contract, but tenant is ultimately responsible for selling the lease. If a prospective buyer does not qualify to purchase the lease, based on student status, age, rental, credit or criminal history, management reserves the right to refuse transfer of the lease. Tenant is required to notify management of intent to sell, and sign all required documentation. Tenant also agrees that no funds, held by management, from contract-selling tenant's account will be transferred to contract-buying tenant's account. Any financial incentives offered by contract selling tenant must be paid directly to contract-buying tenant.
- that BYU approved housing units are intended for students, ages 18-30, attending a qualifying educational institution.
- if buying a transferred contract from a previous tenant, new tenant assumes the cleanliness of the unit as left by previous tenant.
- to pay a non-refundable deposit of \$100 for carpet cleaning, HVAC filter exchanges and/or other miscellaneous repairs.
- to provide a self-addressed stamped envelope to management at contract end. If tenant does not provide a self-addressed stamped envelope (delivered directly to the management office during regular business hours) for a deposit refund within 120 days of contract end, tenant's remaining deposit will be forfeited. If tenant owes funds, payment must be made within 15 days. Late fees and collection fees will continue to accrue as if late rent. In order to receive a deposit return, tenant must complete a check-out inspection with management at contract end. The time of the inspection will be scheduled by the management office.
- to pay a \$25.00 charge each time tenant's check is returned for any reason. Management will not re-deposit a check that has not cleared the first time. The payment will also be considered late, and tenant will be assessed late fees as if payment was never received. If any further checks are returned, management will no longer accept tenant's personal checks. Tenant must then pay with cashier's check, money order, cash or credit card.
- to pay any outstanding balance on the tenant's account (i.e. late fees, NSF fees, lost keys, damages, maintenance, cleaning, utilities, security deposit not paid in full, etc), first. The remainder of the payment shall then be applied to the rent charges.
- to pay a the required Security Deposit at the time the lease is signed. This Security Deposit does not apply to rent at any time. First month's rent is due at check-in.
- that if for any reason the tenant prevents another individual from purchasing a contract or comfortably moving in, the tenant will be charged a minimum \$250 fine as well as made responsible for all expected rental income. Such reasons include, but are not limited to, using other bedrooms as storage, tenant or friend living/sleeping in the unit without contract or payment to landlord, and unreasonable living standards.
- to observe complex rules regarding noise, public use areas, access restricted areas, littering, etc. Any fines imposed by the HOA as a result of tenant behavior or actions will be the responsibility of said tenant.
- to be entirely responsible for utilities (Gas, Electric etc.), which must be on regardless of how many tenants are in the unit. These utilities must be placed in the tenants' names immediately upon residency. If not, you will be fined 25% plus the actual cost of each bill. We strongly suggest tenants contact the utility companies at least two weeks before occupancy to ensure service at the time of move-in. Heat must be on and working in the unit, and the temperature must be maintained at a minimum of 65°F during the winter months. Tenants will be responsible for damages if heat is not maintained at an acceptable temperature. Utilities must remain on in the unit until at least 6 p.m. on the contract termination date. If utilities are not on at the time of the move-out inspection, all tenants in the unit will receive a "fail," and deposit will be forfeit.
- there are to be no candles, incense, or hot appliances such as, but not limited to, straightening rods, curling irons, ovens/stoves, etc. left unattended in any area of the unit. Tenant will be charged for all damages caused by items such as these.
- no pets of any kind are permitted in the unit. Exceptions necessitated by medical conditions, in accordance with federal law, will be documented in writing.
- there is to be no storage of personal items in the furnace/water heater utility closet—this is a FIRE CODE VIOLATION. If items are found stored in this area around the furnace/water heater each tenant will be fined \$250.
- to pay rent in the amount of \$100/day for any partial or full days tenant occupies, or leaves personal items in the unit beyond scheduled check-out on the contract termination date. All personal belongings must be removed from the unit at the time of the scheduled check-out inspection.
- to be responsible for changing light bulbs and batteries in smoke detectors and locks in the unit, as necessary. Personal items, such as mattress pads, shower curtains, etc., are to be provided by tenants.
- to not hold unit owner or FCS Community Management liable for utility service interruptions, including, but not limited to, cable, internet, water, etc., and that there shall be no reduction in rent for such interruptions.
- to pay a \$250 fine if tenant moves possessions or themselves into a unit without checking in with the management office; and to forfeit the full amount of deposit if tenant moves out of a unit without checking out through the management office.
- to pay a \$25 fine and assume all responsibility for damage to the unit and/or missing furniture if inventory form is not returned to management within 24 hours of check-in. **FURNITURE MAY NOT BE REMOVED FROM THE APARTMENT. FURNITURE CANNOT BE REMOVED FROM BEDROOM OR TRADED WITH ANOTHER ROOM. YOU MAY NOT TRADE FURNITURE WITH OTHER UNITS.** You may not paint, add wall paper, shelves, etc. to your unit without written permission from the management office. No screws, walls anchors, or adhesive picture hangers should be placed in walls. Strings of light of any kinds may not be hung in unit. Repair/removal costs of unauthorized decorations or changes will be charged to the tenant.
- to sign a contract only upon personally seeing the unit or having a trusted friend or family member view the living accommodations. Each unit is individually owned and is different in the condition, age, and quality of paint, carpet, furnishings, appliances, etc. Units are furnished as per University requirements, but they are NOT decorated. Management will not release or switch tenant because he/she did not see the unit at the time the lease was signed, or because it does not meet their personal level of cleanliness, or that of their parents, at the time of move-in. Units are continuously occupied, shared student housing. Tenants will not be compensated for any cleaning they do to bring the unit to their standard of cleanliness. The unit is rented with furnishings and amenities as is. Furniture, carpet and paint will not be new when tenant moves in. Requests for upgrades/changes to furniture and amenities can be submitted to the office in writing. Such requests will be forwarded to the owner. Upgrades are solely at the discretion of the owner.
- to review parking rules for your complex with management upon check in. Some facilities require parking tags. It is the tenant's responsibility to pick up tags at locations designated by complex managers. It is the responsibility of the tenant to inform guests of parking policy. Management is not responsible for tenant parking, towing, or impound fines.
- at any time not less than 90 days before the lease commencement date, either party may terminate the lease agreement by giving written notice to the other party and paying a \$50 fee to be paid at the time notice of termination is given.
- In the event of a conflict between any perceived or actual oral agreement and the terms of this contract, the latter shall govern. No FCS employee is authorized to modify the terms of this contract orally. All changes must be made in writing, and signed by all parties.
- receive communications from FCS Property Management via text message and email.

Brianne Bupayo
Landlord or Agent

Brianne Bupayo
Tenant/Student

This agreement is made and executed this 29 day of Feb 2015

EXHIBIT “B”

PSCU Docket No. 15-057-08

Claimant: Brittnie Boberg

Transcribed phone call of May 11, 2015 between Questar Gas Company and Brittnie Boberg.

Definitions:

QGC: Questar Gas Company and/or its representative.

BB: Brittnie Boberg

Conversation:

QGC: Questar Gas this is Liz. How may I help you?

BB: Liz, I have a question. Um I lived with two other girls and they just moved out oh like about a little less than a month ago... And um right before they moved out the girl who was in charge of like paying you guys um says like all of our bills have been paid and like we are up to date and like we didn't know anything cuz like they moved out and everything right...

QGC: Uh um.

BB: and then I was just gonna to start over. So then I called and then I like put it in my name and then like we have not gotten any bills in my name yet. So like I just checked the mail and I don't know when it was but there was a like gas payment that was due and they just said like um it was in her name so not to worry about it. And so I didn't worry about it. And then I just got another one today and like let's see, um I lost it, ok so like one of them was for \$211 and I don't know what that is for and then another one is for \$216. And then I just forgot and then like I got another one and then with that other one I got like a warning letter and it is all in Kathryn's name not my name oh then another one for \$177 with a warning that says like if you don't pay within ten days your gas is going to be shut off. But I don't know what happened because like like she says that we paid it all and we don't owe anything and they told me that like I was fine cuz like it was in her name and like I like I paid my part and everything. Now their moved out and then ??? deal.

QGC: Ok. Well what... What is your account number or the service address please?

BB: Um okay so I have my account but I think it is under her numb... name right?

QGC: Well I can look it up with your account number and I can still see her information.

BB: So I think it is [REDACTED]

QGC: The phone...

BB: No no its not, sorry. It is [REDACTED]. Is that the right number?

QGC: [REDACTED]

BB: Uh hu. Cuz like that is the confirmation number or something...

QGC: I am not pulling either of those numbers up. What is the address?

BB: So I think it is 454 Belmont Place in Provo Utah.

QGC: 454 Belmont Place

BB: 454 North Belmont Place

QGC: And what is your name?

BB: My name is Brittnie Boberg.

QGC: Thank you Brittnie. I am just trying to get it to pull up here.

BB: Ok. I'm sorry I don't really like know how like any idea how it works so

QGC: No that is okay

BB: I'm like ??? all the help.

QGC: No you are perfectly fine that is what I am here for. Nothing is pulling up on 454 Belmont.

BB: Um okay so maybe it is 454 North Seven Peaks Blvd.

QGC: 454 North Seven Peaks Blvd.

BB: Uh um

QGC: Okay. And what were your roommates' names that moved out?

BB: Um it was [REDACTED] and then [REDACTED].

QGC: Was the account under [REDACTED] name?

BB: Yeah it was under [REDACTED].

QGC: Did she spell her name with a "C" or with a "K"

BB: A "K." [REDACTED] and then [REDACTED].

QGC: [REDACTED]?

BB: Um uh.

QGC: I'll find this address one way or another.

BB: I am so sorry, I don't maybe I will check my mail and see if its Oh okay so its 345 Belmont Place Unit 139, is what it says on the envelope thing from you guys.

QGC: Oh okay perfect. That one pulls right up.

BB: Okay awesome.

QGC: Well I am showing that it looks like the service it is still active under [REDACTED] name.

BB: Okay. That's weird cuz I switched it over to my name the last time I called in and when I have a I got an envelope it says my name on it and its saying Oh but you guys work at Questar Gas so this is from Provo City oh so I guess it is still under her name.

QGC: Yeah I am showing it is under her name but I can definitely see what we need to do to put it under your name if you like.

BB: Ok yeah I didn't realize it was like there were two different things. Yeah sorry like I am so dumb.

QGC: No its perfectly fine. ...You figured it out all on your own. Have you had an account with us under your name previously Brittne?

BB: No I haven't.

QGC: Ok. Will you spell your first and last name please?

BB: It's B-r-i-t-t-n-i-e and then Boberg is B-o-b-e-r-g

QGC: What is your social security number?

BB: Its [REDACTED]

QGC: And your birthday?

BB: Its [REDACTED]

QGC: How about your cell phone number?

BB: Its [REDACTED]

QGC: Are you going to be living with any new roommates?

BB: Yes. And I don't have any of their information.

QGC: That's okay. Um, your last name is it spelled B like boy-o-b like boy-e-r-g like girl?

BB: Yes.

QGC: Okay. So I will need to have you send us two forms of ID. We can accept it via e-mail, text or fax. What would be easiest for you?

BB: Um e-mail and what were the other two?

QGC: e-mail, text and fax.

BB: Ok. If I just text it to you guys, like do I just text a picture of it?

QGC: Yep, you will text a picture to an e-mail address.

BB: Oh okay, yeah I can do that.

QGC: Okay, I am happy to give you the e-mail address when you are ready.

BB: Okay, one second.

QGC: Sure.

BB: Does it work if I can just e-mail it to you either way ???? e-mail over to you guys.

QGC: Yeah it sure will.

BB: Ok I am ready.

QGC: the e-mail is id i-like igloo d-like David at Questar q-u-e-s-t-a-r dot com.

BB: Okay

QGC: And then if you will include your account number as well which is [REDACTED].

BB: Okay.

QGC: So when did you move into this apartment?

BB: I moved in in February but it was all under [REDACTED] and she just moved out like two weeks ago or three weeks ago so...

QGC: Do happen to have your landlords name and telephone number?

BB: I don't. I don't have any of that information.

QGC: Well let's see. I am just seeing what we can do to get the gas in your name. Can I put you hold for just a moment Brittanie?

BB: Yeah that is totally fine

QGC: Thank you.

Phone Call Continued from Hold

QGC: Thank you for holding Brittanie. I am sorry about that wait.

BB: Oh you are totally fine.

QGC: So because you have been living here and benefiting from some of the services but it was under Katherine's name. You will have to assume the balance to put the service in your name.

BB: Okay.

QGC: So the balance on the account is \$216.44.

BB: Okay, wait. Cuz I have like three envelopes, I don't know what even ok ok so I can just keep the ok wait so I can just keep the \$216 and not the \$177

QGC: Right that one was a previous bill so it is included in the \$216.

BB: So I will get rid of that. Okay, so, um ok and then like there's nothing so I will like just have to pay it by myself, I guess.

QGC: Well we can set up payment arrangements if you'd like. But I have no way to split up this balance between you and [REDACTED].

BB: Yeah and that yeah I am not I didn't think you would so is just kind of... Ok so I am ok and then ok yeah so the account is in my name now right?

QGC: It will be if we can either get a payment or if we set up payment arrangements.

BB: Okay so um like what are payment arrangements? Like what does that mean?

QGC: So we want to work with the past due amount which is \$177.59. Is it possible that you can make that payment within in the next seven days?

BB: Yeah, I can do that.

QGC: Ok, what day are you able to make that payment on?

BB: Um, today is Monday. I can probably due it on like tomorrow or the next day. I guess.

QGC: Ok so I will give you until the 13th to be safe.

BB: Well can you well actually can you just give me until like Friday just to be like really safe. Cuz just to be ... Is that is okay?

QGC: Yeah that is just fine.

BB: So yeah just until Friday just to make sure.

QGC: Ok so that will cover the past due balance. There is

BB: Of

QGC: \$177.59...

BB: So, ok then wait Sorry, so I need to pay the \$177

QGC: Yep, \$177.59 by this Friday, May 15, and then you will have a remaining current balance of \$38.85. When will you be able to make that payment?

BB: Um so what is the whole thing? Um is that the whole thing the \$216.44?

QGC: Correct

BB: Ok. So I can pay all of that by Friday.

QGC: Ok. Wonderful so that will be even better. If you can pay all of that on Friday, then your next payment won't be due until June.

BB: And that is when I split it with my roommates

QGC: With your new roommates yes. All right so I will go ahead and put the account in your name and then make a note that you will be paying the balance in full this Friday so there will not be any interruption in service.

BB: Ok perfect. And then um gosh it's so hard ok and then um ok wait, um how do I pay. Do I need to send a check to you guys or do I pay online or...?

QGC: Yeah, you can do both of those methods. You can send in a check through the post office. If you go online you can pay with a checking account or savings account at no additional charge. If you pay by debit or credit card on line there is a \$1.99 fee. We can take payments by

phone for that same \$1.99 fee or if you wanted to make a payment at a pay station they will charge a \$1 so that is if you wanted to do cash, check, card.

BB: Ok. So if I wanted to go online to pay, where do I go online?

QGC: The website is questargas.com.

BB: Ok.

QGC: You will have to register as a new user. And to do that you will have to type in your account number and the PIN number which is the last four digits of your social.

BB: Ok

QGC: And once you have hit the submit button with your regis... account number and the pin, it will have you create your own user id and password. And that is what you will use to login in the future.

BB: Ok. And then I can just pay with my card on there.

QGC: Yep you sure can. There will be a button that says make a payment and it will direct you to western union.

BB: Ok and like um, like I am brand brand new at this I never done this before. So like with my roommates so if they give me their card numbers and I like pay it in thirds and like just give three card numbers or do they just need to give me all their money first and then I'll just pay it with one. I guess that is easier.

QGC: It's really up to you. You could do it with three separate cards but the only thing is with our payment system they only allow five card transactions per 30 days.

BB: Ok.

QGC: So it might be easier just to have them give you cash.

BB: Ok so I'll just do that. And then with the Questar, it is only once a month right? Like the bill.

QGC: Yep. We usually bill only once every month. Your statements get sent out around the 3rd and they are due at the end of the month.

BB: Oh, so I have a month to pay it?

QGC: Well, not because you have to pay the past due balance from your old roommates.

BB: Ok yeah Oh okay. So once I pay the \$216.44 by this Friday, I will be up to date and then I won't get another bill until the first week of June like June 3

QGC: Correct

BB: And then I will have like until like June 30th to pay it.

QGC: It will be more like around June 25 that it will be due.

BB: Ok and I can just like pay it anytime

QGC: Of Course. Yes.

BB: Ok, I will just like make them pay it as soon as they can okay cool and then ok and so I guess I will just pay that by Friday and then I will be okay, Right? It's all good.

QGC: Yes you sure will. Did you... Real quick Brittne, did you want to receive a paper statement or an electronic statement.

BB: Um...The paper statement.

QGC: Ok. Just mailed to the same address

BB: Yes. That would be great.

QGC: And if ever you are interested you can also set up auto pay. I know it is difficult when you have roommates but it is always an option.

BB: Ok Cool. Thank you so much for your help.

QGC: You are certainly welcome. I hope you have a good rest of your day.

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EXHIBIT “C”

