

2022-2023 Brigham Young University Student Landlord Rental Agreement

Property Name ("Landlord"): The Riviera		Address: 1505 N Canyon Road; Provo, UT, 84604	
Office Address: Riviera Apartments, Leasing Office 1505 N Canyon Road; Provo, UT, 84604		Office Telephone Number:	
Primary Landlord Contact: Riviera Leasing Office		Telephone Number:	
Alternate Phone Number: N/A		E-mail:	
Secondary Landlord Contact: Overnight Maintenance Emergency Number		Telephone Number:	
Alternate Phone Number: N/A		E-mail: N/A	
Student's Name ("I," "My" or "Student"):		Student's Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	E-mail:
Home Address:			
City:	State:	Zip:	Cell Phone #:
Occupancy Start date:		Occupancy End date:	
Dwelling Unit Number:		Bedroom rented:	

1. ELIGIBILITY FOR CONTRACTED HOUSING

I hereby certify that I am an eligible tenant, meaning I am a single, matriculated BYU student, or am a BYU evening student, BYU Flex GE student, BYU English Language Center student, BYU Salt Lake Center student, BYU–Hawaii student, BYU–Idaho student, or Ensign College student.

I am enrolled as a:

<input type="checkbox"/> Brigham Young University student	<input type="checkbox"/> BYU evening student	<input type="checkbox"/> BYU Flex GE student
<input type="checkbox"/> BYU English Language Center student	<input type="checkbox"/> BYU Salt Lake Center student	<input type="checkbox"/> BYU–Hawaii student
<input type="checkbox"/> BYU–Idaho student	<input type="checkbox"/> Ensign College student	Net ID:

I further certify that I have never been evicted nor had my tenancy terminated from BYU Housing, nor have I been dismissed, suspended, nor have I withdrawn (in lieu of being suspended or dismissed) from BYU for non-academic reasons, nor have I been banned from BYU. I certify that I am not a convicted or registered sex offender.

I agree to remain a student of the institution selected above. I recognize and understand that my certification of student status is material to and relied upon by Landlord in entering into this BYU Student Landlord Rental Agreement ("Agreement") and any misrepresentation or change in student status is reason for immediate termination of tenancy and such other legal and equitable remedies as Landlord may pursue.

Student Signature

Date

2. COMPLIANCE WITH BYU POLICIES

I agree to abide by the CES Honor Code, the BYU Student Housing Policy, the BYU Dress and Grooming Standards, and to abide by all other applicable BYU policies, procedures, and standards as they currently exist, or from time to time are modified. My violation of these standards shall be sufficient cause for eviction.

All guests must comply with the CES Honor Code and BYU Student Housing Policy while visiting. I agree to help my guests and other residents understand and abide by these policies.

I acknowledge Landlord's responsibility to maintain the CES Honor Code, the BYU Student Housing Policy, and the BYU Dress and Grooming Standards.

I will will not be in my first two semesters at BYU during the Term of this Agreement.

Student Signature

Date

3. HOUSING COSTS

3.1 Fixed Housing Costs Per Contract Term

The term of this Agreement is from the Occupancy Start date to the Occupancy End date (“Term”).

Application Fee (nonrefundable)	\$
Security Deposit (refundable)	\$
Security Deposit (nonrefundable)	\$
Rent	\$
Parking (if applicable)	\$
Utilities (if fixed amount)	\$
Monthly Internet Fee	\$
Total	\$

3.2 Housing Costs Per Month

Rent is \$_____ per month due on the _____ day of the month.

In addition to rent, the following utilities will be billed to Student by Landlord:

- Gas Electricity Water Sewer
- Garbage Internet Cable _____

Student will need to put the following utilities in his or her name:

- Gas Electricity Water Sewer
- Garbage Internet Cable _____

Note that Landlord may charge additional costs and fees as described in a signed addendum agreed to by Student.

4. PAYMENT OBLIGATION

I agree to assume full legal obligation for payment according to the terms of this Agreement. Failure to pay rent in full within ____ days after it is due will result in late fees in the amount of \$_____. Overdue and unpaid amounts may also be subject to collection costs, including reasonable attorneys’ fees, which shall be Student’s responsibility.

Payment obligations under this Agreement shall continue notwithstanding any of the following:

- A. I obtain alternative housing before the Occupancy End date;
- B. I voluntarily withdraw, discontinue, or take a leave of absence from BYU;
- C. I voluntarily leave Provo before the Occupancy End date, except for a reason identified in section 10;

- D. I am required to leave the university for violation of the Honor Code, for withdrawal of ecclesiastical endorsement, for academic suspension, or for any other form of university-imposed ban, suspension, or dismissal.

In all such cases, I shall not be entitled to a refund of any monies paid, however, I may attempt to recoup funds expended and owed by providing an eligible student replacement tenant as provided in section 8. Landlord’s duty to mitigate is fulfilled by making Student’s unit/contract available along with all other available units/contracts.

5. SECURITY DEPOSIT

The payment of \$_____ serves as a security deposit, which shall not exceed two months’ rent. If any part of the security deposit is nonrefundable, it must be so stated in writing at the time the deposit is taken by Landlord.

Landlord may apply the security deposit to any of the following obligations:

- A. rent, late fees, and collection costs owed;
- B. damage to the property done by me individually, or by persons invited on the property by me, beyond reasonable wear and tear;
- C. other fees provided for in this Agreement; and
- D. cleaning of the unit, unless reasonably cleaned by Student, reasonable wear and tear excepted.

In the event Landlord deducts amounts from the security deposit during the Term, Student shall be obligated to repay the amounts deducted within fifteen days. Failure to make such payment shall be deemed a violation of section 15. Landlord will electronically deliver or mail the balance of any deposit and prepaid rent, if any, and a written itemization of any deductions from the deposit, and reasons therefore, to Student within 30 days after termination of the rental agreement, or within 15 days after receipt of Student’s new mailing address, whichever is later. Student shall notify Landlord or Landlord’s agent of the location where the payment and itemization may be sent.

6. PARKING ACKNOWLEDGMENT

Parking may or may not be available to Tenant. Landlord may restrict parking, create parking rules, require permits, assign parking, and change parking assignments. Any parking fees or costs shall be deemed additional rent.

I agree that whether or not I own or operate a motor vehicle, I am responsible to know and abide by Landlord’s parking rules and requirements. I understand that I have a responsibility to inform guests who visit my residence of the parking requirements. I understand that by parking improperly (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.), my guests and I accept the risk of being fined, booted, and towed.

7. SPECIFIC OBLIGATION OF PARTIES

In addition to the duties and obligations generally recognized by Utah landlord-tenant law, the parties agree to the following specific obligations under this Agreement:

7.1 Student Obligations

- A. Student agrees to notify Landlord within 48 hours of commencing occupancy of any visible defects, damage, hazards, uncleanliness, material differences from the model unit if unit was rented sight unseen, or other concerns or objections regarding the condition of the dwelling 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 the 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;
- H. Student agrees to not sublease;
- I. Student agrees to not store, keep, or maintain on the premises any firearms, weapons, fireworks, or explosives, including knives (except reasonable cutlery), or other items which, in their intended use, are capable of inflicting serious personal injury, unless prior written consent is received from Landlord and all other students in the dwelling unit;
- J. Student agrees no animals shall be kept on the premises without the prior written consent of Landlord and agrees to abide by any animal rules implemented by Landlord; and
- K. Student agrees to notify Landlord, in writing, of violations of the CES Honor Code or BYU Student Housing Policy.

7.2 Landlord Obligations

- A. Landlord agrees to not make any material misrepresentations about the condition, history, amenities, availability, or any other relevant consideration regarding the dwelling unit, on its website or in other written or verbal 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 standards and requirements as

established in the Agreement to Provide BYU Off-Campus Contracted Housing and the Off-Campus Housing Handbook;

- 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 and communicate progress with Student;
- F. Landlord agrees that if Landlord is unable to deliver possession of the premises on the Occupancy Start date, Student may elect to terminate the Agreement at any time until possession is delivered. If Student terminates due to failure to deliver possession, Landlord must return all prepaid rent and any security deposit as promptly as reasonable. If Student chooses not to terminate the Agreement, Student does not owe any rent until the owner delivers possession. If possession is not delivered, and until the day Student terminates, Landlord will be liable for any damage caused thereby through the third day from the Occupancy Start date;
- G. Landlord agrees that any model unit shown to Student will materially conform to the dwelling unit covered by this Agreement and that if the rented unit differs in material ways from the model unit, Student may give Landlord notice of the deficiencies and if not corrected within a reasonable time, Student has no further obligations under the Agreement and Landlord must return all prepaid rent and the security deposit; and
- H. Landlord agrees not to suffer, permit, or maintain any nuisance or any health or safety hazard on the premises.

8. REPLACEMENT TENANT

- A. At any time from the date this Agreement is signed through the Occupancy End date, Student may propose to Landlord a suitable eligible student replacement tenant to accept Student's obligations under this Agreement. Landlord shall not unreasonably decline to accept an eligible student replacement tenant.
- B. When Landlord enters an Agreement with an eligible student replacement tenant, Landlord shall notify Student in writing of Student's release of obligations and refund any prepaid rent and security deposit minus a reasonable transfer fee and legal deductions.
- C. If Student is unable to provide an eligible student replacement tenant, Landlord may collect for all the obligations contained in this Agreement but must first demonstrate it has undertaken reasonable efforts to mitigate damages by attempting to fill the leased space and has been unable to do so.
- D. If Student finds a suitable eligible student replacement tenant, which Landlord refuses to accept in a timely

manner, Student may terminate this Agreement without penalty or further contractual obligation.

9. CANCELLATION PRIOR TO OCCUPANCY START DATE

- A. Up to 90 days before the Occupancy Start date, Landlord may cancel this Agreement. Landlord must refund all monies paid by Student as well as a \$50.00 fee (“cancellation fee”) within 7 days of notice of cancellation to Student if Student chooses to not enter into another agreement with Landlord.
- B. Up to 90 days prior to the Occupancy Start date, Student may cancel this Agreement by written notice and payment of the \$50.00 cancellation fee to Landlord. A full refund of all rent and deposits paid, less the cancellation fee, must be refunded within 30 days of notice of cancellation.

10. TERMINATION BEFORE OR AFTER OCCUPANCY START DATE

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

- A. Death of Student.
- B. Student, unforeseeably and unexpectedly, (1) suffers a catastrophic personal loss, (2) contracts a serious illness, or (3) becomes at high risk of contracting a serious illness based on Student’s preexisting condition(s). Each of these requires that loss, illness, or risk of illness necessitates departure from Utah County, or in cases where the Student’s permanent address is in Utah County, necessitates departure from the rental property. In such instances, termination of the Agreement is in effect after Landlord receives acceptable verification. Student shall be obligated to pay a lease buyout fee of \$500.00.

Examples of an unforeseeable and unexpected catastrophic loss that necessitates departure from Utah County may include but are not limited to the loss of a parent that requires Student to return home to take care of younger sibling(s); Student becomes the legal guardian of a minor; or Student’s personal loss that results in a disability that requires an accessible dwelling unit. Catastrophic loss is not, among other things, loss of employment, loss of scholarship, or parent(s)’ loss of income.

An example of a serious illness is one that, in addition to being unforeseeable and unexpected and necessitating departure from Utah County, would substantially interfere with a person’s normal living functions and require the student to seek immediate medical intervention.

A Student asserting a high risk under 10.B.(3) must provide adequate information from a medical professional that such risk would be substantially mitigated only by Student being removed from all student housing. High risk of contracting a serious illness would in most cases also require that Student be removed from any in-person schooling.

- C. If Student leaves school due to entering military service, meaning full-time active duty service, or being called to active service for a period of more than 30 consecutive days as a member of the National Guard, Student may terminate further contractual obligation by giving 30 days’ written notice as provided by the Servicemembers’ Civil Relief Act (SCRA). Student may also utilize the SCRA to otherwise terminate the Agreement as provided by the SCRA. Student shall be required to pay rent for 30 days after the notice is given with appropriate documentation. Student agrees to furnish Landlord a certified copy of the official orders which warrant termination of this Agreement.
- D. If at any time during the Term, Student plans to graduate from BYU or another school listed in section 1, receives a mission call and will enter the MTC, plans to marry, or is required to do an internship for graduation which necessitates leaving the area, Student may terminate with 120 days written notice and shall be obligated to pay a lease buyout fee of \$700.00 at the same time as notice is given and will still be required to pay all obligations set forth in this Agreement, such as utilities, late fees, damages, and cleaning fees. Landlord may charge Student a reasonable transfer fee under this subsection provided such fee is agreed to in writing.

Student’s Agreement obligations and rights continue 120 days from the date written notice is given to Landlord unless Student vacates the dwelling unit during the 120 days and an eligible student replacement tenant enters into an Agreement with Landlord as described in section 8. No subleasing or assignment is permitted. In the event an eligible student replacement tenant enters into an Agreement with Landlord within the 120-day period, the \$700.00 will be refunded to Student.

Student may be released seven days prior to the marriage day, if the 120-day notice has been met. Student must submit to Landlord a verification of graduation, a copy of the mission call, a copy of the marriage certificate, or a verification of a required internship within 30 days after termination. If acceptable verification is not received by Landlord within 30 days of termination, the Agreement is not terminated, and Student’s Agreement obligations continue unless or until Landlord re-lets the dwelling unit.

11. UNIVERSITY TERMINATION OF CONTRACTED HOUSING

In the event BYU revokes Landlord's contracted status, Student may terminate this Agreement by written notice within five (5) business days. Landlord agrees to remit within five (5) days of the date of the written notice from Student the balance of any prepaid rent and/or the security deposit, less deductions as described in section 5. Landlord will prorate the rent from the date of checkout.

12. TRANSFER OF STUDENT WITHIN THE PROPERTY

The transfer of Student from one unit to another unit within the property may be made as follows: Unless circumstances warrant an immediate transfer in Landlord's sole discretion, upon seven days written notice to Student, Landlord may transfer Student to an equally suitable dwelling unit or room other than originally assigned for the purposes of consolidating students or other justifiable reasons. In all cases where Landlord transfers Student for Landlord's own purposes, Landlord agrees to pay nonrefundable utility hookup fees, if any, plus \$50 to Student for moving costs. Such amounts shall be offered, at Student's option, either as an immediate payment to Student or as a credit toward the next money obligation due Landlord from Student.

13. CONTRACT MODIFICATION

This Agreement 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 Off-Campus Housing Office.

14. RIGHTS OF POSSESSION, PRIVACY, AND ENTRY

Student will not be illegally evicted and neither Student nor Landlord will harass or retaliate against the other for any reason. Landlord may not enter Student's dwelling unit without consent of at least one of the residents or after giving 24-hours' notice by email, text, or letter to Student stating intent to enter. Landlord reserves the right to enter Student's dwelling unit or room with reasonable notice and after knocking for emergencies, maintenance, repairs, cleaning, inspection, to ensure compliance with the Honor Code, and to show dwelling unit 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. TERMINATION BY LANDLORD

In any of the following instances, pursuant to Utah law, Landlord may elect to terminate this lease, re-enter, and take possession of the premises after notifying Student in writing:

- A. Failure of Student to make any payment required under this Agreement when due;

- B. When the cost of damages caused by Student or his or her invitees exceeds the amount of the security deposit;
- C. When Student causes any material, substantial, or continuing breach of this Agreement or of Landlord's rules and regulations;
- D. When Student violates the BYU Student Housing Policy, or is not eligible to live in Contracted Housing as defined in section 1 above; or
- E. When Student's conduct interferes with other residents' rights to peaceful enjoyment of the premises, recklessly endangers human life including self, or when Student assaults, harasses, disturbs the peace of, intentionally damages, defaces or destroys the property of, or threatens physical harm against other students, Landlord or its agent, or when Student suffers, permits, or maintains any nuisance, or any health or safety hazard on the premises.

Landlord's election to terminate does not cancel the Agreement, only Student's tenancy. Landlord shall re-enter and take possession only by lawful means pursuant to a court order or after the premises have been surrendered or abandoned by Student. Landlord shall not re-enter by means of force or seek to reclaim the premises by lockout, or termination of essential services. If Landlord re-enters the premises in accordance with this paragraph, or any other provisions authorizing forfeiture, Landlord shall use his or her reasonable effort to re-rent the premises on reasonable terms and Student agrees to pay Landlord any differences between rent agreed herein and rent collected from re-rental of the premises for the remainder of the Term. If Student fails to comply with legal notices of eviction or court orders, Student agrees to pay all costs of eviction including legal penalties provided by law and reasonable attorneys' fees.

16. PROTECTION OF STUDENT'S PROPERTY

Landlord is liable for any damages or losses to person or property caused by Landlord's own or Landlord's agent(s) own negligence or breach of Agreement obligations. Landlord is not liable for any damages or losses to person or property caused by Student, other persons, the elements, fire, theft, or other catastrophes unless the same is due to Landlord's or Landlord's agent(s)' negligence. Student is strongly advised to obtain renter's insurance.

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 Student and must abide by the CES Honor Code and BYU Student Housing Policy.

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 the Agreement. In the event Landlord and Student are unable to resolve a dispute, all such controversies shall be submitted

to the Center for Peace and Conflict Resolution (“CPCR”) for mediation and if mediation is unsuccessful, binding arbitration. Unpaid rents are not required to go to mediation and arbitration, at the option of Landlord, unless rent was not paid because Student disputes the validity of the Agreement, in which case it must go to mediation. Statutory claims related to the habitability of the premises under the Utah Fit Premises Act are also not subject to this mediation and arbitration requirement and may be brought in litigation or through mediation and arbitration as described in this section.

Both parties agree to be governed by the Mediation Rules of the CPCR unless the CPCR declines to mediate the controversy. If mediation fails to resolve the problem, either party may request arbitration by the CPCR. If either party requests arbitration, both parties agree to submit to the jurisdiction of the CPCR and be bound by its decision as rendered in accordance with its rules and regulations. The parties agree that the CPCR arbitrators have the right to determine all questions of law and fact and may grant any

remedy or relief that the arbitrators deem just and equitable including specific performance.

Any BYU student who fails to comply with an arbitrator’s decision or a final court decision related to this agreement may have a hold placed on his or her university records and a stop and discontinuance on registration. If Landlord fails to comply with such decision(s), Landlord will be in breach of this Agreement and may not be offered another Agreement to Provide BYU Off-Campus Contracted Housing. If civil court action is pursued to enforce the terms of this Agreement, mediation agreement, or the arbitration award, the non-prevailing party agrees to pay all costs in connection therewith, including reasonable attorneys’ fees.

Eviction: If a BYU student requests mediation after an eviction notice has been served, the CPCR must schedule mediation within 72 hours or three business days of being notified of the eviction notice.

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

ADDENDUM TO LEASE, PART 1 – GENERAL ITEMS

This Addendum to Lease (this “**Addendum**”) is an addendum to the 2022-2023 Brigham Young University Student Landlord Rental Agreement (the “**Lease**”) entered into by and between The Riviera (“**Landlord**”) and _____ (“**Student**” or “**Resident**”), in which Landlord agreed to lease to Resident a unit (the “**Premises**”) located in The Riviera apartment complex at 1505 N Canyon Road, Provo, Utah 84604 (the “**Community**”).

The terms of this Addendum are considered part of the Lease and are incorporated therein for all purposes. All capitalized terms used in this Addendum and not otherwise defined herein shall have the meaning set forth in the Lease, unless expressly provided to the contrary in this Addendum. In the event that the terms of this Addendum are inconsistent with the terms of the Lease, the terms of the Lease shall control.

By signing this document, you fully acknowledge that you have read and understand each and every paragraph contained herein. Your occupancy of the apartment you have selected is contingent upon your understanding and acknowledgment of this statement. Do not sign this disclosure if you do not understand any portion of it or if you are in disagreement with any statement contained herein.

1. ENVIRONMENTAL ASSUMPTION OF RISK. To the extent allowed by law, Resident expressly assumes and accepts any and all risks involved or related to the presence in the Community of any and all health-affecting substances, and any power lines in the vicinity of the Premises. To the extent allowed by law, Resident waives all claims and causes of action involved or related to the presence in the Community of any and all health-affecting substances, and any power lines in the vicinity of the Premises, at law or in equity, including, but not limited to (i) claims or causes of action arising by statute, ordinance, rule, regulation or similar provision, against Landlord and Landlord's agents, principals, employees, legal representatives, affiliates, assignees, successors in title, partners, shareholders, officers and directors (herein collectively called the “**Landlord Affiliates**”) with respect to any health hazard occurring in connection with the presence in the Community of materials containing potentially health affecting substances, and (ii) claims arising out of or based upon any potentially health affecting substances brought, or allowed to be brought, into the Community by Resident or any guest or other person living in, occupying, using or residing in the Premises. To the extent allowed by law, Resident agrees to defend, indemnify and hold harmless the Landlord Affiliates against and from any and all actions, causes of action, claims, demands, liabilities, losses, damages and expenses involved or related to the presence in the Community of any and all health-affecting substances, and any power lines in the vicinity of the Premises, including, but not limited to, attorneys’ fees at both the trial and appellate levels, that any or all of the Landlord Affiliates may at any time sustain or incur by reason of any and all claims asserted against them.

2. HOT WATER. The water temperature in the unit is set at 120 degrees Fahrenheit or below. When the water temperature is 120 degrees Fahrenheit or below, bacteria may enter the water heater or associated plumbing and accumulate. If Resident desires the thermostat to remain at 120 degrees Fahrenheit or below, Resident assumes any and all risks associated with any bacterial growth in the water heater or associated plumbing. Resident acknowledges that some communities managed by Landlord have heating and cooling services supplied by a boiler/chiller system. If this community and/or this apartment unit receives such services, Resident acknowledges that adjustment to the heating or cooling levels for any one specific apartment unit is not possible and that the changeover between phases of the system cannot be made specifically for any one apartment unit. Resident also acknowledges that to achieve full heating potential, Landlord may find it necessary to increase the temperature of the heated water during the colder months of the year when compared to the warmer months. Resident should be aware that some units may be equipped with an HVAC heating system which operates on hot water. To achieve full heating potential, it may be necessary to increase the temperature of the water heater during the colder months of the year. Resident should also be aware that some units operate on centralized hot water systems which service multiple units and as such individual adjustments in temperatures will not be possible. If Resident desires the water temperature in the Premises to be higher than 120 degrees Fahrenheit and the Premises has an individual hot water heater, Resident will request, in writing, the temperature of the hot water heater to be adjusted by Landlord, and Resident shall specify the desired temperature at which Landlord is requested to set the thermostat. Resident understands that if the temperature is set above 120 degrees Fahrenheit, that the water released

from the taps in the Premises may scald or burn anyone using water, and potentially cause severe injury. Resident may not tamper with or adjust the water temperature thermostat in the Premises in any way without written authorization from Landlord. Resident takes sole responsibility for any injury related to the temperature of water in the Premises.

3. CREDIT REPORTING. Resident understands and agrees that Landlord may report Resident's credit and rental payment information to the national credit reporting agencies at any time throughout Resident's tenancy, including but not limited to Experian, TransUnion, and Equifax. If applicable, Resident agrees to have Landlord submit their positive and/or negative rental payment history data to Experian Rent Bureau or any other rental history data company on an ongoing basis.

4. AUTHORIZATION FOR RELEASE OF INFORMATION. Resident understands and agrees that personal information may be needed from time-to-time for third-party vendors, including but not limited to, package delivery systems, restoration and/or other service providers. Resident has been informed that this authorization is limited to Resident-related information only, including name, address, phone number, email address and other contact information, which will be maintained confidentially by the third-party vendor. Resident provides permission for Landlord to distribute such personal information. Resident agrees that Landlord is not responsible for any breach in the information provided to any third-party vendor and that Resident is responsible to properly report any such breach to the third-party vendor and work directly with such provider to remedy the breach.

5. SNOW AND ICE REMOVAL. Resident understands that Landlord is not responsible for removing all snow, ice, or other related hazards from walkways, steps, driveways, and parking lots. Landlord will not be responsible for removing snow that has been plowed by snowplow from around vehicles. Although Landlord shall make a reasonable effort to remove snow and ice from stairways, walkways, and parking lots, Resident acknowledges that some hazards associated with snow, ice, and other weather conditions may remain. Resident is aware that the walkways, steps, driveways and parking lots may be slippery especially during the winter months based on weather conditions. Even if the walkways, steps, driveways and parking lots have been shoveled, plowed or treated with salt/chemicals, Resident understand that slippery conditions often appear without notice and are not visible. Resident, their occupants and guests agree to release and hold Landlord harmless for any damages or accidents caused by and/or related to inclement weather conditions. Residents are solely responsible for snow removal from individual parking spaces, patios/decks and other areas within the Resident's control.

6. PARENTAL OR SPONSOR'S GUARANTY. Parental or Sponsor Guaranty acts as additional security in the event there are damages exceeding normal wear and tear, or in the event rent is not paid. Parental or Sponsor Guaranty will remain in effect for the duration of time Resident occupies the Premises. Resident understands that the Landlord is relying upon the Resident's execution of this Lease in making lease space decisions and that it will remove the lease space from its inventory of available lease space upon signing. Resident further acknowledges, understands and agrees that he or she has been advised that the Landlord will, nonetheless, require that a binding Parental or Sponsor Guaranty be executed if the Resident cannot prove monthly income of two times the monthly rent amount. Resident also understands that a Parental or Sponsor Guaranty must be obtained directly from the parent and sponsor and that the Landlord reserves the right to exercise all available remedies, both civil and criminal, for any falsification or forgery of such guaranty, the guaranty constituting an essential inducement for the grant of the Lease by Landlord. Notwithstanding the foregoing, Resident acknowledges, understands and agrees:

- The Lease is fully binding regardless of failure to submit a Parental or Sponsor Guaranty; and
- Landlord reserves the right to exercise all available remedies for Resident's failure to provide and to maintain a Parental or Sponsor Guaranty, including, but not limited to, eviction (without waiver of all other rights, including collection of rent due under the Lease for its full term).

GENERAL CONDITIONS

7. BYU RESIDENTIAL LIVING STANDARDS. Resident has agreed to comply with the CES Honor Code, the BYU Student Housing Policy, and the BYU Dress and Grooming Standards, as discussed more fully in the Lease, which Landlord has a

responsibility to maintain in the Community. As such, Resident hereby requests Landlord to report to Brigham Young University (BYU) any violation of the CES Honor Code or BYU Student Housing Policy by Resident which is actually observed by Landlord or of which Landlord receives notice, and Resident hereby waives any claim for damages against Landlord, its owners, agents, and employees arising in connection with such report.

8. CLEAN AND TIDY APARTMENT. RESIDENT SHALL MAINTAIN THE PREMISES AND PORCH AREAS IN A REASONABLY CLEAN, SAFE, AND TIDY CONDITION AT ALL TIMES. For the purpose of enhancing the living environment of all residents, assisting in maintaining good roommate relations, and to protect The Riviera's property from damage, Landlord will inspect the Premises for damages and maintenance on a monthly basis or as otherwise deemed necessary in Landlord's sole discretion. If cleaning is not satisfactorily completed by the scheduled date of inspection in the sole discretion of Landlord, the Premises will require reinspection, and a \$10 fee will be assessed to Resident. If upon the recheck, the failed items are not cleaned, a company will be hired out to clean and Resident will be charged a cleaning fee of \$35/hour, with a one-hour minimum charge. A renewal of the Lease may be denied if Resident fails two or more inspections. A \$50 non-compliance fee will be assessed to Resident if Resident refuses cleaning check personnel or the cleaning crew access to the Premises after proper notice was given by Landlord. Not complying with cleaning checks and inspections will result in the immediate initiation of the eviction process.

White glove cleaning checks will be performed at the end of the Lease term and no re-inspection will be offered for such white glove checks. If cleaning is not satisfactorily completed by the date of the white glove cleaning check, Resident will be subject to a \$50 failed inspection fee plus \$35/hour cleaning fee with a one-hour minimum charge. Items left behind at the end of the Lease term will be subject to a \$50 hauling fee.

9. HOUSEHOLD ODORS. Resident acknowledges that odors caused by cooking or use of strong chemicals or from any other source should not interfere with other residents' rights to the quiet enjoyment of their units in the Community. Resident agrees to utilize proper fans and ventilation when cooking. Landlord will make all reasonable efforts to minimize disturbance but Resident acknowledges that due to close proximity of living it is not possible to prevent such odors completely.

10. CONDITION OF THE PREMISES AND ALTERATIONS. RESIDENT HEREBY ACCEPTS THE PREMISES AND ALL ASPECTS THEREOF IN "AS IS", "WHERE IS" CONDITION, SUBJECT TO ALL LAWS, WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED EXCEPT AS SET FORTH IN THE LEASE, "WITH ALL FAULTS," INCLUDING BUT NOT LIMITED TO BOTH LATENT AND PATENT DEFECTS. EXCEPT AS SET FORTH IN THE LEASE, RESIDENT HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION AND USE OF THE PREMISES. Resident will be provided an Inventory and Condition form on or before move-in. Within 48 hours after move-in, Resident must sign and note on the form all defects or damage found in the Premises and return it to Landlord. Otherwise, the Premises and all aspects thereof will be considered to be in a clean, safe, and good working condition.

11. OCCUPANTS. Resident acknowledges that Landlord has the right to assign a roommate or roommates (the "Roommate(s)") to reside with Resident in the Premises before or during the term of this Lease, and Resident's right to occupy the Premises common area is only as a co-occupant with the Roommate(s), all of whom will execute separate lease agreements with Landlord to occupy their exclusive spaces and the Premises common area. Resident acknowledges that whether or not the Roommates have been selected by Resident or by Landlord, Landlord is not responsible or liable for any claims or action of any nature whatsoever relating to, arising out of or connected with disputes between Resident and the Roommates or between Roommates. For purposes of operating harmoniously and efficiently, Landlord reserves the right at any time, upon seven (7) days prior written notice to Resident and without cost to Resident, to relocate Resident to another bedroom in the Premises or to another unit within the Community.

Resident agrees that there will be no more than one person per bed in the Premises. If any other person resides with Resident without prior written authorization from Landlord, Landlord may, at its sole option, declare the Lease in default. Resident further agrees that Resident shall not sublet the Premises in whole or in part or assign the Lease and any attempt to do so shall constitute a default hereunder. Although Resident may have visitors occasionally, Resident is not permitted to have any overnight guests without the prior written consent of Landlord and all of Resident's Roommate(s). Resident

must be home when its visitors are in the Premises. Landlord may charge Resident a fee for overnight guests in the amount of a pro rata portion of the monthly rent owed. The occupancy of the Premises by an unauthorized guest shall be deemed a violation of the Lease, and Landlord shall be entitled to declare the Lease in default and exercise any other remedies available to Landlord under the Lease, at law or in equity, including terminating Resident's right of occupancy.

12. SECURITY DEPOSIT. The total security deposit for Resident is \$225 (the "Security Deposit") and is due to Landlord 30 days before the Commencement of Tenancy. The Security Deposit is not rent and shall not be applied by Resident as payment in whole or in part of any amounts due and payable by Resident under the Lease, including last month's rental installment payment. In the event that there is damage to the Premises or Landlord's property located therein and Landlord elects to repair the same during the term of the Lease, the cost of such repair shall be deducted from the Security Deposit and Resident shall promptly deposit with Landlord the amount necessary to reestablish the required Security Deposit.

The Security Deposit will be returned to Resident within 30 days after termination of the Lease or within 15 days after receipt of Resident's forwarding address, whichever is later, provided all of the following conditions are met to the satisfaction of Landlord:

- Full term of Lease expires and Resident vacates the unit, or Landlord enters an Agreement with an eligible student replacement Resident as outlined in the Lease.
- Unit is left in its original condition (normal wear and tear excepted).
- Resident places all rubbish, debris, and discards in the Community's outside refuse containers and removes all personal items from the Premises.
- The Premises (including appliances, bathrooms, closets, cabinets, fixtures, etc.) passes a final cleaning inspection by Landlord.
- There is no damage to the Premises or Landlord's property, appliances, window coverings, or carpet beyond normal wear and tear. For the avoidance of doubt: carpet stains, burns, rips, tears, and other such damages are not considered normal wear and tear.
- Resident returns all keys (apartment, mailbox, and other assigned keys), access cards, key fobs and applicable parking permits to Landlord.
- Resident has not breached any of the other terms of the Lease and/or any applicable regulations.
- Resident's forwarding address has been furnished to Landlord.

In the event of any violation of the terms of the Lease by Resident or in the event of any damage to the Premises beyond fair and normal wear and tear, deductions against the Security Deposit exceeding the amount of the Security Deposit shall immediately become due and payable from Resident.

13. SHORT-TERM RENTALS. Residents are prohibited from offering all or part of the Premises for short-term rental, such as through Airbnb, VRBO or other such sites. Offering the Premises for short-term rental includes (i) advertising and (ii) any and all other activities involved in locating short-term renters and or disseminating information regarding the possible availability of the Premises for rental by short-term or transient occupants on sites such as Expedia, Priceline, hotels.com, booking.com, Airbnb or other similar locator websites, or web-based, electronic media, or private websites for individuals or companies. Allowing any person who is not an approved resident to occupy any portion of the Premises for any period of time whatsoever, for any compensation or consideration whatsoever (including, without limitation, the payment of money and/or trade and/or barter of other goods, services, or property occupancy rights) shall constitute an attempted subletting or assignment under this Agreement, and Landlord shall be entitled to declare the Lease in default and exercise any other remedies available to Landlord under the Lease, at law or in equity, including terminating Resident's right of occupancy.

14.1. RENT INSTALLMENTS, RENT AND CHARGES. The first rental installment is due 30 days before the first day in which your lease begins. During the remainder of the Lease term, Resident must pay the monthly rental installment on or before the 1st day of each month (due date). Rental installments are payable by check, cashier's check, debit card or credit card. All card payments are subject to a service fee. Resident has no right to withhold rent for any purpose, even in the

event of a natural disaster or an act of God, or to reduce or offset rent payable to Landlord in the amount of any costs or damages Resident claims against Landlord unless expressly authorized by statute. Landlord may, at its option, require at any time that Resident pay all rent and other sums owed by online credit payment, certified or cashier's check, or one monthly check rather than multiple checks. Cash, international funds, money orders, or temporary checks will not be accepted. **If rent is paid after the 5th of the month, a late charge of \$25 will be applied along with a \$25 Service of Notice fee per notice that must be delivered to Resident. If payment is not received before the 10th of the month, another late fee of \$20 will be charged.** If payment is received by check that is unpaid by the financial institution for any reason, Resident must immediately replace such returned check with a cashier's/certified check or credit card payment. After two returned checks, Resident must make all future payments by cashiers/certified check or credit card. A charge of \$25 for each returned check or rejected automatic electronic draft, plus initial and daily late charges from the due date will be charged until Landlord receives acceptable payment. If a rental installment is not paid on time, Resident will be delinquent and all remedies under state law and this Lease will be authorized.

Fees are as follows:

- a) Non-refundable Application fee: \$50 due upon application.
- b) Non-refundable Administration fee: \$50 due upon application.
- c) Initial late charge on the 6th day of the month if rent is not paid in full by the 5th: \$25.
- d) Second late charge on the 10th day of the month: \$20
- e) Returned check charge per returned check: \$25
- f) Transfer fee for exclusive bed space to another exclusive bed space: \$50
- g) Lease violations:
 - a. First violation: \$50
 - b. Second violation: \$100
 - c. Third violation: \$200
 - d. Notwithstanding the foregoing, Landlord reserves the right to terminate the Lease for any violations of its terms by Resident, as permitted by the Lease.
- h) Lease Violation Notice Fee: \$25 charge for each notice Landlord must serve a Lease Violation Notice to Resident to correct a Lease violation.
- i) Contract Transfer Fee: \$200. Due prior to moving out and Security Deposit cannot be applied.
- j) Monthly Internet Fee: \$20 per month due with the monthly rent each month.
- k) Parking Fee: \$25 per month for general parking permit.

14.2. PAYMENTS. Payment of all sums is an independent covenant. At Landlord's option and without notice, Landlord may apply money received from Resident first to any of Resident's unpaid obligations under the Lease and then to current rent, regardless of any notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon demand. After the due date, Landlord shall have no obligation to accept the rent or any other payments from Resident.

14.3. UTILITIES. For Resident's convenience, gas, electricity, water, sewer, and trash will be billed back to each resident at a flat rate charge of \$25 per resident, per month, which is due on the 1st of the month with the monthly rent installment. A Monthly Internet Fee of \$20.00 per resident, per month, will be charged to provide high speed internet service which is also due on the 1st of the month with the monthly rent installment. Due to the nature of bulk accounts and rent by the bed housing, an individual resident or apartment may not opt-out of this communication package.

15. INTERNET AND UTILITY CONNECTIONS. Landlord does not warrant that internet or utility services will be free from interruption, disconnections, errors or other out-of-service conditions. The Lease and this Addendum excludes all warranties, express or implied, regarding these services. Landlord shall not be liable for any direct, indirect, incidental, consequential, or special damages of any kind whatsoever in connection with these services. For timely repair, interruptions must be reported immediately to Landlord.

16. PEST CONTROL. Unless prohibited by statute or otherwise stated in the Lease, Landlord may have extermination operations conducted in the Premises several times a year and as needed to prevent infestation. Resident agrees to perform the tasks necessary to prepare the Premises for extermination, including:

- Removing infants and young children from the Premises;
- Removing approved animals or placing them in bedrooms with notification to Landlord;
- Removing chain locks or other obstructions on the day of service;
- Removing contents from shelves and floors where pests have been seen;
- Cleaning all cabinets, drawers, and closets in kitchen and pantry; and
- Refraining from wiping out cabinets after the treatment.

Resident is solely responsible for notifying Landlord in writing, prior to any extermination, of any anticipated health or other concerns related to extermination and the use of insecticides. If the Premises is not prepared for a scheduled treatment date, Landlord has the right to prepare the Premises and charge Resident accordingly. Resident must request extermination treatments in addition to those regularly provided by Landlord in writing. To reduce the possibility of pests, Resident shall:

- (i) store all food in sealed containers;
- (ii) not leave food or dirty dishes out;
- (iii) empty all cans and bottles and rinse them with water;
- (iv) remove trash immediately; and
- (v) do not leave windows or doors open allowing pests to enter.

16.1. RESIDENT'S MAINTENANCE OBLIGATIONS. Resident must use customary diligence in maintaining the Premises and not damaging or littering the common areas. Resident may not make any repairs or otherwise alter the Premises (including, without limitation, painting, wallpapering, carpeting, or making electrical changes) unless authorized by statute or with Landlord's prior written consent. No holes or stickers are allowed inside or outside the Premises; provided, however, that Resident is permitted to make a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood paneled walls, unless Landlord's rules state otherwise. No water furniture, washing machines, additional phone or TV cable outlets, alarm systems, or lock changes, additions, or rekeying are permitted unless statutorily allowed or Landlord has provided its prior written consent. Resident will not alter, damage, or remove Landlord's property and fixtures located in the Premises, including without limitation, any alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, or security devices. When Resident moves into the Premises, Landlord will supply light bulbs for fixtures furnished by Landlord, including exterior fixtures operated from inside the Premises. After move in, Resident will replace the light bulbs at its sole cost and expense with bulbs of the same type and wattage. Any improvements or alterations made by Resident to the Premises (whether or not Landlord consents to such improvements or alterations pursuant to the terms of this paragraph) will become the property of Landlord unless Landlord agrees otherwise in writing. Notwithstanding the foregoing, Landlord reserves the right to require that Resident restore the Premises (or tender to Landlord a payment of equivalent value of the costs of restoration) to the same condition that existed prior to Resident's alterations.

16.2. LANDLORD'S MAINTENANCE OBLIGATIONS. Except in the event of an emergency, if Resident has a request for repairs or service to the Premises, or for repairs or replacements of security devices, the request must be made in writing to Landlord. In case of malfunction of utilities or damage by fire, water, or similar cause, Resident must notify Landlord immediately. In case of malfunction of air conditioning or other equipment, Resident must notify Landlord in writing as soon as possible. Additionally, Resident is required to promptly notify Landlord in writing of: water leaks, electrical

problems, carpet holes, broken glass, broken locks or latches, or any other condition which Resident reasonably believes poses a material hazard to health or safety. Once Landlord receives the notice, Landlord will act with reasonable diligence in making repairs and reconnections. Resident may not stop paying rent or reduce the amount of the rent payment due while Resident awaits Landlord's completion of said repairs and reconnections, except to the extent expressly permitted by law.

Landlord will be permitted to temporarily turn off equipment and interrupt utilities in order to avoid property damage or to perform work requiring such interruption as determined in Landlord's sole judgment. Landlord will not be liable to Resident for any inconvenience, discomfort, disruptions, or interference with Resident's use of the Premises due to making repairs, alterations or improvements to the Premises or the Community. If Resident requests any repairs, they will be performed during Landlord's usual working hours.

At Landlord's election, Landlord can require Resident to either prepay or repay Landlord, within 10 days after an invoice, for the cost of all repairs made necessary by Resident's or Resident's guest's violation of this Lease. This includes the negligent or careless use of the Premises or any part of the Community, including without limitation, damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom, damages to furniture, appliances, doors, windows or screens, damage from window or doors left open, and repairs or replacements to security devices necessitated by the misuse of, or damage to, the devices by Resident or Resident's guests (this includes damages that may have been caused to the Premises by Resident's Roommate(s) if Landlord cannot determine who is responsible). If Resident prepays the cost of repairs, any overpayment will be applied against any amount that Resident owes Landlord, and the remainder will be returned to Resident. If Resident's prepayment was less than the cost incurred, Resident will pay Landlord that amount within ten (10) days after Landlord sends an invoice. Resident's obligations to pay the charges described in this paragraph will survive after the termination of the Lease. All damages will be billed to Resident within 10 days.

17. MAINTENANCE EMERGENCIES. Service requests will be handled after office hours if they are emergencies. After business hours, emergency service requests can be reported by calling the office. The on-duty service technician will be notified and will respond as quickly as possible. Emergency maintenance requests include but are not limited to the following:

- No hot water or running water in the Premises
- No heat or air-conditioning when outside temperatures are less than 50 degrees or higher than 80 degrees
- Electrical or gas failure of any nature
- Stopped up toilet if only one is available in the Premises
- Water problems such as leaks, severe back-ups, or broken pipes
- Any unsecured apartment entry
- Fire (call 911 immediately)

18. RIGHT OF ACCESS. Landlord shall have right of access to the Premises with 24-hour advance written notice or consent from at least one of the residents for inspection and maintenance during reasonable hours. In case of an emergency, Landlord may enter at any time to protect life and prevent damage to the Premises. Landlord will be conducting periodic inspections and visitations for the purposes of pest control, preventative maintenance, repairs, and inspections of property.

17. TERMINATION BY RESIDENT OR AUTOMATIC TERMINATION. The Lease and Resident's tenancy hereunder may be automatically terminated or terminated by Resident prior to its expiration and with all rental and other charges prorated through the last day of Resident's tenancy, under the following circumstances and conditions:

- a) If Resident finds a suitable substitute student reasonably acceptable to Landlord who enters into a new lease agreement with Landlord for the remainder of Resident's term and thereby becomes subject to all of Resident's obligations hereunder and the conditions hereof, and Resident also pays the transfer fee (\$200) herein set forth, Resident may terminate the Lease without penalty or further contractual obligation. (NOTE: Resident shall not have the power or authority to sublease.)
- b) If any of the circumstances and conditions set forth in Section 10 of the Lease apply.

18. TERMINATION BY LANDLORD. Landlord, at its option and upon written notice to Resident pursuant to Utah law, may terminate the Lease, re-enter and take possession of the Premises for any of the following additional reasons:

- a) At any time Resident causes a material, substantial, or continuing breach of the Lease, including a failure to make any payment required when due, or, at the option of Landlord, to remedy the same after request by Landlord;
- b) If false representations were made by Resident upon which Landlord reasonably relied in entering into the Lease;
or
- c) If the Premises or Community, or a part thereof, is destroyed or rendered unusable by fire or other calamity.

19. UNLAWFUL MOVE-OUT. Resident will be liable to Landlord for all rent due during the Lease term if Resident:

- 1. Fails to move in;
- 2. Moves out without paying rent in full for the entire Lease term or renewal period;
- 3. Moves out at Landlord's demand due to a Resident default; or
- 4. Is judicially evicted.

LANDLORD CANNOT PROVIDE ASSURANCES AND DOES NOT REPRESENT THAT YOUR SPACE WILL BE RELET OR THAT A REPLACEMENT RESIDENT WILL BE FOUND IF YOU FAIL TO TAKE POSSESSION, IF YOU ARE CONTEMPLATING AN EARLY MOVE-OUT, OR IF THE SPACE IS VACATED FOR ANY OTHER REASON. YOU WILL REMAIN OBLIGATED UNDER THIS LEASE AND WILL NOT BE RELEASED SHOULD YOU VACATE OR FAIL TO TAKE POSSESSION.

20. REMOVAL AFTER SURRENDER, ABANDONMENT, OR EVICTION. Landlord or law officers may remove or store all property remaining in the Premises or in outside common areas (including any vehicles Resident or Resident's guest owns or uses) if Resident is judicially evicted or if Resident surrenders or abandons the Premises in accordance with local and state laws.

21. REDEMPTION. If Landlord seizes and stores Resident's property as authorized by Utah law, Resident may redeem the property by paying all delinquent rent due at the time of seizure. But if notice of sale (set forth as follows) is given before Resident seeks redemption, Resident may redeem only by paying the delinquent rent and reasonable charges for packing, removing, and storing. If Landlord removes and stores property after Resident's surrender, abandonment, or judicial eviction, Resident may redeem only by paying all sums owed, including rent, late charges, reletting charges, storage, damages, etc. Landlord, at its option, may return redeemed property at its place of storage, the management office, or the Premises.

22. DISPOSITION OR SALE. Except for animals and property removed after the death of the Resident, Landlord may throw away or donate to a charitable organization all items of personal property that are: (1) left in the apartment after surrender or abandonment; or (2) left outside more than 1 hour after an order of restitution or writ of possession is executed following an eviction. Animals removed after surrender, abandonment, or eviction may be kenneled or turned over to local authorities or humane societies. Property not thrown away or donated may be disposed of by sale, which must be held no sooner than 30 days after written notice of date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to Resident's last known address. The notice must itemize the amounts owed, list the name, address, and phone number of the person to contact about sale, and note Resident's right to redeem property.

The sale may be public or private, is subject to any third-party ownership or lien claims, must be to the highest cash bidder, and may be in bulk, in batches, or item by item.

23. RESIDENT SAFETY AND PROPERTY LOSS. Resident and Resident's guests must exercise due care for both their and others' safety and security, especially in the use of smoke detectors, door and window locks, and other safety or security devices. Resident agrees to make every effort to follow the security guidelines listed below in this Addendum. Window screens are not for security or for keeping people from falling out. Landlord is not liable to Resident or Resident's guests for personal injury or damage or loss of personal property from any cause, including but not limited to, fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, or surges or interruption of utilities; except to the extent that such injury, damage or loss is caused by Landlord's gross negligence or the gross negligence of the Landlord's manager. Resident is required to obtain its own insurance for personal property losses.

24. SMOKE DETECTORS. Landlord will furnish smoke detectors as required by statute or city ordinance and will test them and provide working batteries when Resident first takes possession of the Premises. After that, Resident must pay for and replace batteries as needed unless the law provides otherwise. Landlord may replace dead or missing batteries at Resident's expense, without prior notice to Resident. Resident must immediately report smoke detector malfunctions to Landlord. Neither Resident nor Resident's visitors may disable smoke detectors. If Resident damages or disables a smoke detector or removes a battery in a smoke detector without replacing it with a working battery, Resident will be liable to Landlord and others if: (1) Resident fails to report malfunctions or (2) any loss, damage, or fines result from fire, smoke or water.

25. CASUALTY LOSS. Landlord is not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from casualty losses including but not limited to fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, pipe leaks, theft or vandalism unless otherwise required by law. Unless Landlord instructs otherwise, Resident must, for 24 hours a day during freezing weather, (1) keep the Premises heated to at least 50 degrees; (2) keep cabinet and closet doors open and (3) drip hot and cold-water faucets. Resident will be liable for damage to Landlord's and others' property if said damage results from broken water pipes caused by Resident's violation of these requirements.

26. CRIME OR EMERGENCY. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. Resident should then contact Landlord's representative. Resident will not treat any of Landlord's security measures as an express or implied warranty of security or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, Landlord is not liable to Resident or any guests for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Even if previously provided, Landlord is not obligated to furnish security personnel, patrols, lighting, gate or fences or other forms of security unless required by statute. Landlord is not responsible for obtaining criminal history checks on any residents, occupants, guests, or contractors in the Community. If Resident or Resident's guest is affected by a crime, Resident must make a written report to Landlord's representative and to the appropriate law enforcement agency. Resident must also furnish Landlord with the law enforcement agency's incident report number upon request.

27. EXTENDED PHYSICAL ABSENCE. If Resident is absent from the Premises for an extended period of time at any point during the Lease term, Resident agrees to periodically check in on the Premises. Resident understands that Resident is fully responsible for Resident's bed space and a pro rata share of the common area in the Premises if preventable property damage (including, but not limited to, damage caused by water leaks, power outages, equipment malfunction, fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in-progress, etc.) occurs during Resident's extended absence.

28. SECURITY GUIDELINES. Landlord disclaims any express or implied warranties of security in an around the Community. Inform all other occupants in the Premises about these guidelines. Landlord recommends that all residents and occupants use common sense and follow crime prevention tips, such as those listed below:

- In case of emergency, call 911. Always report emergencies to authorities first and then contact Landlord.

- Report any suspicious activity to the police first, and then follow up with a written notice to Landlord. Know your neighbors. Watching out for each other is one of the best defenses against crime. Always be aware of your surroundings and avoid areas that are not well-traveled or well-lit. Keep your keys handy at all times when walking to your car or home.
- Do not go inside if you arrive home and find your door open. Call the police from another location and ask them to meet you before entering.
- Make sure door locks, window latches and sliding glass doors are properly secured at all times. Use the keyless deadbolt in your unit when you are at home.
- Do not put your name or address on your key ring or hide extra keys in obvious places, like under a flowerpot. If you lose a key or have concerns about key safety, Landlord will rekey your locks at your expense, in accordance with the Lease.
- Check the door viewer before answering the door. Do not open the door if you do not know the person or have any doubts.
- Regularly check your security devices and smoke detectors to make sure they are working properly. Smoke detector batteries should be tested monthly and replaced at least twice a year at Resident's expense.
- Immediately report in writing (dated and signed) to Landlord any needed repairs of security devices, doors, windows, smoke detectors, as well as any other malfunctioning safety devices in the Premises and the Community, such as broken access gates, burned out exterior lights, etc.
- If your doors or windows are not secure due to a malfunction or break-in, stay with a friend or neighbor until the problem is fixed.
- When you leave home, make sure someone knows where you are going and when you plan to be back.
- Lock your doors and leave a radio or TV playing softly while you are gone. Close curtains, blinds, and window shades at night.
- While gone for an extended period, secure your home and use lamp timers. Also, stop all deliveries (such as newspaper and mail) or have these items picked up daily by a friend.
- Know at least two exit routes from the Premises, if possible.
- Do not give entry keys, codes, or gate access cards to anyone.
- Always lock the doors on your car, even while driving. Take the keys and remove or hide any valuables. Park your vehicle in a well-lit area.
- Check the backseat before getting into your car. Be careful stopping at gas stations or automatic-teller machines at night or anytime when you suspect danger.

There are many other crime prevention tips readily available from police departments and others.

29. SECURITY DISCLOSURE STATEMENT.

Neither Landlord, the ownership of the Community, nor any employee of either entity, makes any guarantee of, or provides any warranty for Resident's personal security or safety or for the security or safety of your occupants, family, guests or for the security of personal property in the possession of or owned by any of those persons.

Neither Landlord, the ownership of the Community, nor any employee of either entity, provides any type of security service, patrol personnel, patrol service, or device, including but not limited to intrusion alarms (whether monitored or not), controlled access gates, surveillance cameras, controlled entry doors, or other mechanical devices which will

guarantee or warrant your personal security or safety or the security or safety of your occupants, family, guests or the security of personal property in the possession of or owned by any of those persons.

In the event of a security related incident, Resident acknowledges that the appropriate law enforcement agency is the proper authority to assist. If such a need should arise, the appropriate law enforcement agency must be contacted first. After initially contacting the proper authorities, Resident may contact the management office and advise them of the problem. Resident acknowledges that neither employees of Landlord or the ownership of the Community has any obligation to respond to calls relating to security. The employees of the Community, the management company and the ownership are not trained or equipped to intervene in incidents relating to security. This is the responsibility of local law enforcement authorities.

It is understood that neither Landlord, the ownership of the Community, nor any employee of either entity, have any obligation to install any device such as intrusion alarms, access gates, surveillance cameras, controlled entry doors, or other mechanical devices, provide patrol personnel, or to contract for patrol service. In the event that one or more of these devices or services may be present on the community, there is no obligation on the part of Landlord, or the ownership of the Community, to continue the use of the device or to continue any patrol personnel or patrol service.

It is understood that if the Community is equipped with any device, such as intrusion alarms, controlled access gates, surveillance cameras, controlled entry doors, or other mechanical device, there is no representation or warranty as to the reliability of the equipment or as to the effectiveness of any such equipment as a deterrent or in the prevention of any incident related to your personal security or safety or to the personal security or safety of your family or guests or the security of personal property in the possession of or owned by any of those persons.

Further, by signing this document, Resident acknowledges that he/she understands the proper operations of any and all devices that may be installed in the Premises or in Community such as an intrusion alarm or gate access system. If Resident has not received such instruction or if Resident does not completely understand the operation of such device that may be present in the Premises or located on the Community, do not sign this statement.

Resident hereby releases Landlord, the property manager, the Owner of the Community, and each of their respective agents, officers, directors, owners, partners, employees, and their legal representatives from any claim whatsoever, with respect to any personal injury, illness, property damage or death, which is in any way related to any of the devices and/or patrol service mentioned herein or to any defect, malfunction or inadequacy thereof.

The repair and maintenance of any device, such as intrusion alarms, controlled access gates, surveillance cameras, controlled entry doors, or other mechanical device that may be present in the Premises or the Community is the responsibility of the manufacturer, installer or service representative who provided the device. In the event of a malfunction of any such equipment or device, Resident must notify the Community management office in writing about the problem. The management office will then contact the appropriate party to effect repair or replacement.

Resident acknowledges and understands that neither Landlord, the ownership of the Community, nor any employee of either entity may have the expertise or equipment to repair any device that may be located in the Premises or the Community, such as an intrusion alarms, access gate systems, surveillance cameras, controlled entry doors, or other mechanical devices. As outside contractors and service representatives may be required for the repair and maintenance of this type of equipment, delays may be encountered.

Any requests for service of items such as door and window locks must be made in writing to the community management office, so that there is a clear record of the request for both maintenance and management personnel.

30. MORTGAGEE'S RIGHTS. Resident's rights under the Lease shall always be automatically junior and subject to any mortgage, which is now or shall hereafter be placed on the Premises or the Community. If requested, Resident shall execute promptly any document that Landlord may request to specifically implement the subordination of the Lease to such mortgage instrument.

31. ENTIRE AGREEMENT. The Lease, along with any exhibits, appendices, addendums, schedules, and amendments thereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties acknowledge and represent that, by signing the Lease and all addendums, they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance save and except those set out in the Lease, regardless of whether made orally or in writing prior to or contemporaneous with the Lease. The parties further acknowledge that they have freely entered into the Lease after having had the opportunity to obtain independent legal counsel of their own choosing to review its provisions and to provide advice as to the meaning of its terms and the advisability of agreeing thereto. Landlord's representatives (including management personnel, employees and agents) have no authority to waive, amend, or terminate the Lease or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on Landlord or Landlord's representatives unless in writing. No action or omission by Landlord will be considered a waiver of Landlord's rights or of any subsequent violation, default, or time or place of performance. Landlord not enforcing or belatedly enforcing written notice requirements, rental due dates, acceleration, liens or other rights, is not a waiver under any circumstance. Except when notice or demand is required by statute, Resident waives any notice and demand for performance from Landlord if Resident defaults. Written notice to or from Landlord's managers or representatives constitutes notice to or from Landlord. Any person giving a notice under the Lease should retain a copy of the memo, letter or fax that was given as well as any fax or email transmittal verification. Fax and e-signatures are binding. All notices must be signed. Notices may not be given by email.

32. WAIVER OF A JURY TRIAL. AS A MATERIAL INDUCEMENT TO LANDLORD TO ENTER INTO THE LEASE, RESIDENT AND LANDLORD HEREBY EACH WAIVE THEIR RIGHT TO A TRIAL BY JURY ON ANY AND ALL ISSUES RELATING TO OR ARISING OUT OF THEIR OBLIGATIONS UNDER THE LEASE, THE RELATIONSHIP BETWEEN LANDLORD AND RESIDENT, OR RESIDENT'S OCCUPANCY OF THE PREMISES (INCLUSIVE OF ANY CLAIM OF PERSONAL INJURY). RESIDENT ACKNOWLEDGES THAT RESIDENT HAS READ AND UNDERSTANDS THE FOREGOING PROVISION AND THAT RESIDENT IS VOLUNTARILY, INTENTIONALLY, AND KNOWINGLY WAIVING ITS RIGHT TO A JURY TRIAL. RESIDENT AND LANDLORD AGREE THAT A TRIAL OF ANY LAWSUIT BASED ON STATUTE, COMMON LAW, AND/OR RELATED TO THE LEASE SHALL BE TO A JUDGE AND NOT A JURY. ADDITIONALLY, LANDLORD AND RESIDENT STIPULATE THAT THIS WAIVER OF JURY TRIAL IS CONSPICUOUS.

Resident Signature **Date**

Landlord or Authorized Agent Signature **Date**

ADDENDUM TO LEASE, PART 2 - COMMUNITY RULES AND REGULATIONS

This Addendum to Lease (this “**Addendum**”) is an addendum to the 2022-2023 Brigham Young University Student Landlord Rental Agreement (the “**Lease**”) entered into by and between The Riviera (“**Landlord**”) and _____ (“**Student**” or “**Resident**”), in which Landlord agreed to lease to Resident a unit (the “**Premises**”) located in The Riviera apartment complex at 1505 N Canyon Road, Provo, Utah 84604 (the “**Community**”).

The terms of this Addendum are considered part of the Lease and are incorporated therein for all purposes. All capitalized terms used in this Addendum and not otherwise defined herein shall have the meaning set forth in the Lease, unless expressly provided to the contrary in this Addendum. In the event that the terms of this Addendum are inconsistent with the terms of the Lease, the terms of the Lease shall control.

The following items are policies by which the Community is operated. They are based on the belief that consideration of others and respect for Landlord's property is important. Resident and Resident's guests must comply with any written community rules and regulations, including instructions for care of the Premises and the Community. Violation of any of these policies can result in fines and/or termination of the Lease. Landlord may make reasonable changes to written rules with an immediate effective date upon their distribution to Resident. Such written rules (the “**Community Rules and Regulations**”) are applicable to all units in the Community and do not change dollar amounts on page 1 of the Lease.

1. HOUSE RULES. Resident agrees to comply with all house and community rules, directives, and regulations of Landlord now in effect or reasonably put in effect for the health, safety and protection of the Community's residents, property or employees.

2. QUIET HOURS. Quiet hours are established to be respectful of all residents of the Community. Quiet hours apply to, but are not limited to, all residents and their guests. Residents are responsible for the actions of their family, invitees, and/or guests. Radio, television, record players, musical instruments, or any other noise producing devices shall not be played or permitted to be played so as to disturb neighbors during quiet hours. Vacuum cleaners, dishwashers, disposals, or other noise-producing appliances shall not be operated during quiet hours. Quiet hours for all areas of the Community, including but not limited to apartments, pool/hot tub, fitness center, volleyball court, and clubhouse, are from 10:00 PM- 8:00 AM.

3. SOUND AND COMMON AREAS. Resident shall respect the privacy of all other residents in the Community, and no televisions, stereos, radios, or noisy parties or other uses which emit noise audible outside the Premises are permitted. No band instruments shall be played, and no music lessons, either vocal or instrumental, shall be permitted in the Premises or in the Community. No CB base stations or radio or television or wires are permitted outside the Premises. No wiring or cables whatsoever, other than those furnished by Landlord with the Premises, are permitted. Accordingly, no obnoxious, boisterous, or offensive activity shall be carried on, in or around any unit or the Community. Resident and Resident's guests shall refrain from any act or use of the Premises or the Community which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to any other resident of the Community. Landlord acknowledges the right of Resident to entertain guests but requires that order and tranquility prevail. No obscene, indecent, or lascivious conduct shall be permitted whatsoever within the Community or within the Premises. **BLOCK PARTIES ARE STRICTLY PROHIBITED.** No reckless or dangerous conduct shall be permitted within the Community, in the parking lots, or at the entrances to the Community. No motorcycles shall be permitted within the parking lots except in the areas designated for them.

Unless specifically provided elsewhere, the following shall apply to complaints concerning Resident's violation of the Community Rules and Regulations:

First: A written warning will be issued to Resident, specifying the complaint that was filed. **Second:** Upon a second complaint, which is not disproved by Resident, a \$50.00 fine will be assessed against Resident.

Third: Upon a third complaint, which is not disproved by Resident, a \$100.00 fine will be assessed and the parent or sponsor who signed the Parental or Sponsor Guaranty, if applicable, will be notified.

Fourth: A fine shall be imposed in the amount of \$200.00 and Landlord may, in its discretion, declare the Lease to be in default. In order for Resident to disprove a complaint, it is understood that the burden of proof is upon Resident who must refute such charge with clean, convincing and indisputable evidence.

4. LIMITATIONS ON CONDUCT. The Premises and other areas reserved for Resident's private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Trash is not to be stored on balconies, breezeways, or passageways. Passageways may be used only for entry or exit. Any swimming pools, spas, exercise rooms, storage rooms, and similar areas must be used with care in accordance with the Community Rules and Regulations and posted signs. Glass containers are prohibited in or near pools, hot tub, sports court and all other Community common areas. Resident and Resident's guests may not anywhere in the Community: use candles or use kerosene lamps or heaters without Landlord's prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child-care services) in the Premises or in the Community is prohibited. Notwithstanding the foregoing, Resident may conduct a lawful business at home by computer, mail or telephone if customers, clients, patients, or other business associates do not come to the Premises for business purposes. Landlord may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.

Landlord may exclude from the Community guests or others who, in Landlord's judgment, have been violating the law, violating the Lease or any Community rules, or disturbing other persons, residents, neighbors, visitors, Landlord or Landlord representatives. All guests must be accompanied by Resident and Resident is responsible for their guest. Landlord may also exclude from any outside area or common area any person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the Community.

5. PROHIBITED CONDUCT. Resident and its guests or occupants may not engage in the following activities: criminal conduct; behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety or convenience of others (including Landlord's agents and employees) in or near the Community; disrupting Landlord's business operations; manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the Community; displaying or possessing a gun, knife or other weapon in the Community common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the Community; using windows for entry or exit; heating the Premises with a gas-operated cooking stove or oven; or injuring Landlord's reputation by making bad faith allegations against Landlord to others. Engaging in any of these activities shall be considered a breach of the Lease.

The fact that Resident and Resident's roommates may be in conflict with each other will not act as grounds to terminate the Lease. If Resident's roommate or a potential roommate was not truthful on their application or signed documents, Landlord is not liable.

Resident and his/her guests will not engage in or permit the Premises to be used for criminal activity, including drug related criminal activity and will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on, or near, the Community. It is Resident's responsibility, not Landlord's responsibility, to notify the proper authorities if Resident suspects a roommate or guest is engaged in illegal activities. Possession and consumption of alcoholic beverages is not permitted per the Lease. Violations of the above shall be a material violation of the Lease and may be cause for termination of tenancy but does not release Resident from its financial obligations under the Lease.

6. MAIL AND NEWSPAPERS. Only registered residents of the Community are to receive mail. All mail must contain the full address of the residence, which includes the number of the Premises as well as the building number, if applicable. Unwanted or "throw-away" advertising should be disposed of properly.

7. PETS. Pets are not allowed on the Premises without the prior written consent of Landlord. The following shall apply to a violation of this policy:

- **First:** A written warning will be issued to Resident specifying the complaint along with a \$100.00 fine and Landlord may, in its sole discretion, declare the Lease to be in default. Resident will be given until 9:00 a.m. the following day to find a home for the pet.
- **Second:** A charge of \$300.00 will be assessed against Resident and Landlord will declare the Lease in default.
- **The charges above DO NOT cover damages or destruction due to urine, carpet repair, etc. caused from a violation of this policy.**
- A **\$25.00 fine** will be given to any resident who does not adequately pick up after their pet on site. This includes, but is not limited to pet waste, destruction of property by pet, or any material associated with the pet.

8. PARKING STICKER. To ensure the maximum utility and efficiency of the Community's parking lots, a current Riviera parking sticker is required to park in the Community. Resident agrees to abide by all parking regulations and to reasonably cooperate with Landlord to minimize the number of vehicles requiring parking spaces in the Community. Resident may purchase one (1) parking sticker if available, but Landlord does not agree to furnish parking beyond that which is presently available. For full rules and regulations on parking (restrictions, visitor parking, enforcement etc.) please see the Parking Addendum. A parking sticker must be displayed in the lower left corner of the vehicle's front windshield. Parking is "First Come, First Served".

9. WINDOWS AND TREATMENTS. Landlord provides blinds on windows and such blinds will not be removed or taken down. If Resident installs any curtain rod brackets, curtains, drapes over the blinds, any damage will be repaired or removed at Resident's expense. Damage to property, including but not limited to paint, plaster, cabinets, carpets, floors or damage to any part of the Premises caused by leaving windows and/or doors open during inclement weather will be the responsibility of the Resident. Use of foil and other similar unsightly materials, including but not limited to, neon or flashing signs, advertising, etc., over windows is strictly prohibited. No signs can be placed on the inside of the Premises that are visible from the exterior of the Premises. Windows and doors shall not be obstructed.

10. ALTERATIONS OR ADDITIONS. Resident shall not make any alterations or additions to the Premises. If any repairs, alterations, or additions are necessary, Resident shall notify Landlord in writing. Resident shall make no repairs, alterations, exterior alterations including, but not limited to, posting of signs, flags, plants on ledges and wind chimes, additions to the dwelling structure inside or out without first obtaining written consent from Landlord. American flags may be displayed in accordance with Utah law and using proper flag etiquette. Interior alterations include, but are not limited to, changing light fixtures, painting, hanging wallpaper, etc.

11. PATIOS AND DECKS. Patios and decks shall not have any clothes, rugs, towels, or other items hanging on or over balconies. Patios and decks will be kept neat and clean and will not be used for storage of automobile tires, unsightly or heavy items or garbage or refuse. Only outdoor furniture and related patio items may be placed outside. Bicycles are allowed to be neatly parked on balconies or stored in the bike racks with a bike lock provided by Resident. Bicycles are not allowed to be hung from ceilings or walls. Hammocks, swings, tight ropes, or any other weight bearing item that does not have a freestanding frame are NOT ALLOWED. MAXIMUM CAPACITY IS LIMITED TO SIX (6) PEOPLE ON EXTERIOR DECKS. LANDLORD SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY FOR DAMAGE OR INJURIES DUE TO OVERLOADING OF DECKS. Landlord reserves the right to impose reasonable fines for the violation of this provision. **Grills are not allowed on the decks or patios. PROPANE TANKS are NOT allowed in the Community at any point in time.** Management reserves the right to impose reasonable fines for the violation.

12. STORAGE. Storage of any flammable or explosive items is strictly prohibited in, on or about the Premises and the Community.

13. TRASH AND GARBAGE. All trash and garbage shall be placed into dumpsters in locations designated by Landlord. Resident shall not place any trash on top of or beside the dumpster. Landlord reserves the right to impose reasonable fines for the violation of this provision as well as for littering by residents of the Community (including, not limited to, cigarette butts, beverage bottles/cans in common areas). No rubbish, garbage or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Premises or the Community so as to render any portion unsanitary, unsightly, offensive or detrimental to other residents. Should Resident fail to keep the Premises and nearby breezeways

or patios free from trash and garbage, Resident will be fined a \$25.00 fee per bag for each day that the bag is left on a breezeway or patio. A \$25 fee will also be charged for each day that Resident:

- Leaves trash or garbage by any entrance,
- Does not clean the Premises (including the parking lot) by 9:00 a.m. the day after a party, or
- Does not clean Resident's litter in and around the pool areas.

14. KEYS/LOCKS. Resident shall not alter any lock or install a new lock or knocker on any door of the Premises without the prior written consent of Landlord, and once installed, the new lock or knocker shall not be removed. If Landlord's written consent is given, Resident shall provide Landlord with a key that Landlord may use to access the Premises in accordance with the terms of the Lease. Locks or chains must be left in place when Resident vacates. Should Resident require a lock change, a charge of \$50.00 will be charged to Resident. If Resident is locked out of the Premises after office hours, Landlord will charge Resident a fee of \$50.00 to have the door to the Premises opened, or Resident may call a locksmith at Resident's expense to open the door. **PROPER IDENTIFICATION IS REQUIRED!**

15. PLUMBING. Resident shall not place any paper towels, sanitary napkins, tampons, or Q-tips in any toilet. Resident shall not use any toilets, drains or other plumbing apparatus for any purposes other than those for which same were designed, and Resident shall not permit any dirt, sweepings, grease, rubbish, rags, ashes, or other substance to be placed therein.

16. APPLIANCES AND FIXTURES. The cost of any repair or service to any appliance, plumbing or fixture due to improper use by Resident shall be paid by Resident. No personal dish-washing machine, clothes washing machine, clothes dryer or other large appliance is permitted in the Premises without prior written consent of Landlord.

- **Equipment:** The Premises is provided with Refrigerator, Stove/Oven, Garbage Disposal, Dishwasher, Air Conditioner, Heater, and Water Heater. Residents assume responsibility for any misuse of this equipment. Landlord will assist with any questions as to the procedures for proper operation of the equipment.
- **Dishwasher:** Overloading of dishwasher is prohibited. Only detergents made for automatic dishwashers shall be used. Resident agrees to not wash or attempt to wash clothes in the dishwasher.
- **Counter Tops:** Resident shall not use the countertop as a cutting board.
- **Garbage Disposal:** Before turning on your disposal, make sure you have cold water running into the sink. Please keep in mind that your disposal is designed for food only. Never use to grind bones, egg shells, coffee grounds or other non-food items. Residents will be charged for costs due to drain clogs due to misuse.
- **Lighting Fixture:** When replacing light bulbs, always check the correct amount of wattage. Installing a light bulb with improper wattage can be a fire hazard. Replacement of all bulbs within the Premises is Resident's responsibility after move-in. Resident takes full responsibility for any damage or hazard caused by improper lightbulb installation.

17. AIR CONDITIONING FILTERS. Landlord shall have the return air filters changed in a manner deemed appropriate to Landlord to insure proper maintenance of the heating and cooling units. Landlord shall be entitled to enter the Premises to perform such maintenance with written permission from Resident and/or proper notice pursuant to the Lease.

18. GENERAL MAINTENANCE. Resident shall keep and maintain the Premises in a clean, safe, orderly, sightly, and sanitary condition. Resident is responsible for promptly reporting to Landlord any damage done or any need for repair to the Premises. Windows and doors shall not be obstructed. Nothing shall be thrown out of the windows or doors. Resident shall close windows and doors during the absence of Resident and during inclement weather to avoid damage or loss. Resident is liable for any damage to the interior of the Premises resulting from failure to exercise reasonable care.

19.1. FACILITIES AT THE RESIDENTIAL COMMUNITY

Use of Facilities: All facilities provided by Landlord are provided as a gratuity and are not a part of the Lease, and Landlord reserves the right to change or limit the hours of any such facilities, or to eliminate them completely without prior notice to Resident. Any such action by Landlord shall not constitute a claim by Resident of any breach of the Lease by Landlord, nor be a basis for any reduction in rent or early termination of the Lease.

19.2. FIRE PITS:

1. The fire pit, if applicable, is available for use Monday- Saturday 10am-12am.
2. Noise levels must be kept low enough not to disturb others. Use of radios, stereos or other noise distributing devices require the use of headphones. Offensive and abusive language will not be tolerated.
3. Use of alcohol and public intoxication is prohibited.
4. Use of the fire pit requires adult supervision at all times. Fire safety is to be practiced.
5. Resident will be responsible for the proper use or damage caused by all guests.
6. Violations of the policies for use of the fire pit may result in termination of the privileges for use.

19.3. FITNESS CENTER: Fitness Center hours may change without notice at any time. Fitness Center hours are 24/7. Access to the fitness center is available by use of an amenity fob.

1. Conduct of all persons using the Fitness Center must be professional, courteous and quiet.
2. Thank you for keeping voice levels low. Offensive and abusive language will not be tolerated. Radios/stereos/CD players require the use of headphones.
3. Refreshments other than a sports top water bottle are not allowed. Alcohol is not permitted.
4. Resident understands that the use of fitness equipment is unsupervised. Resident agrees the use of the equipment is at Resident's own risk. Persons with health concerns should consult a physician prior to using the fitness equipment.
5. For the safety of all persons, no one under the age of 16 years of age should use the fitness equipment without an adult in attendance.
6. Loitering in the Fitness Center is not allowed. Persons in the Fitness Center must be utilizing the provided equipment.
7. Use of the Fitness Center is for residents only. Please limit use of equipment to 60 (sixty) minute intervals.
8. Please report any malfunctions with the fitness equipment to Landlord at the rental office immediately.
9. Privileges for use of the Fitness Center may be terminated by Landlord for a failure to comply with the Fitness Center policies or abuse or damage to the equipment.
10. Resident is responsible for cleaning up any area where Resident has left a mess, as well as cleaning each machine after Resident's use.
11. Resident is not authorized to remove equipment or furniture from the Fitness Center, recreation rooms, or other common areas.
12. Neither Landlord nor its agents are responsible or liable for any loss, damage or injury that Resident might sustain as a result of its use of the Fitness Center. Resident agrees that its use of the Fitness Center is at Resident's own risk and assumes responsibility for any personal injuries which may result from such use.

19.4. OUTDOOR GRILL: Outdoor grill hours may change without notice at any time. Outdoor grill hours are Monday-Saturday 10am-12am. Resident must finish grilling 30 minutes prior to the closing time to allow the grill to cool.

1. The grill is gas. Use of charcoal or lighter fluid will damage the grill.
2. Resident is responsible for cleaning the grill including any applicable racks, grates, lids, adjacent burners, grease baskets or exterior finishes. Failure to properly clean grill and BBQ area will result in a minimum \$50.00 cleaning charge.
3. Resident will be responsible for any damages that may occur.
4. Any issues with the grill malfunctioning must be immediately reported to Landlord.

19.5. POOL USE: For Resident's safety and pleasure, please observe the following rules and regulations. Resident's cooperation will be appreciated by all. Pool hours are Monday- Saturday 10am-12am.

1. Guests must be limited to 2 guests per resident. Resident must accompany their guests at all times while in the pool/spa area. There are no exceptions. Landlord reserves the right to ask guests to leave should the occupancy of the pool exceed limits allowed by law.
2. Persons 14 years of age and younger should not use the pool without an adult in attendance.
3. Residents, household occupants and guests agree to abide by all applicable health and safety laws regarding use of the pool.
4. Warning: Persons using the pool do so at their own risk. Landlord is not responsible for any accident or injury.

5. Pool safety equipment is not to be used except in case of emergency.
6. No alcoholic beverages allowed in the pool area. No person under the influence of alcoholic beverages is permitted in or near the pool area.
7. Glass is not allowed in the Pool Area.
8. Food may not be served or eaten in or around the pool area without Landlord's consent. Refreshments must be in unbreakable containers.
9. Animals/pets are not allowed in the pool area.
10. Flotation devices (e.g., air mattresses, boats, frogs, and planes) are not allowed in the pool/spa.
11. Radios, stereos and any musical instruments are not allowed in the pool area. Radios/stereos with headphones are permitted.
12. Landlord is not responsible for any articles lost, damaged or stolen.
13. Throwing of items into the pool such as rocks, coins, and furniture is prohibited.
14. Horseplay, diving and splashing, running, fighting, boisterous or dangerous conduct, noisy behavior disturbing to other residents, and pushing are not allowed.
15. Resident and Resident's guests will utilize a towel on all pool furniture when using suntan oils or lotions. Use of suntan oils requires a shower prior to entering the pool.
16. Please remember not to hang your towels and swimwear on your patio railing.
17. Landlord reserves the right to restrict pool privileges to anyone not in compliance with these regulations.

19.6. SPA USE: Spa hours may be changed at any time without notice. Spa hours are Monday- Saturday from 10am-12am.

1. Elderly persons, pregnant women, infants and those with health conditions requiring medical care should consult with a physician before entering the spa.
2. Persons 14 years of age and younger should not use the spa without an adult in attendance.
3. Hot water immersion while under the influence of alcohol, narcotics, drugs or medicines may lead to serious consequences and is not recommended.
4. It is not recommended to use the spa alone.
5. Long exposure may result in hyperthermia, nausea, dizziness or fainting.
6. No alcoholic beverages allowed in the spa area.
7. Glass is not allowed in the spa area.
8. Animals/pets are not allowed in the spa area.
9. If the spa is located within the pool area, all policies applying to the pool area will apply to the spa area as well.

19.7. VOLLEYBALL COURT. In the event a basketball and/or volleyball court(s) is provided for the enjoyment of all residents, the following policies apply:

1. Facilities are for use by residents and their guests only. No group gatherings at any facility are permitted unless prior approval is granted by Landlord management.
2. Use of courts is at Resident's own risk.
3. For the safety of all, no glass of any kind is allowed in any court, pavilion or common area.
4. Management and Landlord are not responsible for accidents, injuries or lost, stolen, damaged or misplaced items.
5. Do not hang from or climb on the goal or nets.
6. Motorcycles, bicycles, tricycles, skateboards and skates are not permitted on the court surface.
7. Loud music, dangerous conduct and fighting are prohibited.
8. Unless otherwise posted, these facilities are available for use Monday- Saturday from 10:00 am to 12:00 am daily.
9. Residents are limited to 2 guests and Resident must accompany each guest.

19.8. BUSINESS/STUDY CENTER. In the event the Community has a business center, the following policies apply:

1. The business center is for resident use only.
2. Use of the business center is at Resident's own risk. Landlord and management are not responsible for viewings, viruses or loss of information.
3. Please be considerate of others. Do not tie up computers for extended periods of time.
4. Documents are to be saved on Resident's own CD or jump drive and not on the hard drive. Documents saved on the hard drive will be deleted.

5. Be respectful of other residents using these areas.
6. Thank you for keeping voice levels low. Offensive and abusive language will not be tolerated. Radios/stereos/CD players require the use of headphones.

19.9. CLUBHOUSE / GAME ROOM. Clubhouse hours may change without notice at any time. Clubhouse hours are 24/7.

1. No alcoholic beverages or smoking allowed.
2. No glass containers.
3. No wet clothing permitted.
4. Use of the facility is at Resident's own risk. Resident must use the equipment only in the manner intended by manufacturer.
5. Handle equipment with care. Do not remove or damage equipment, furniture and/or supplies.
6. Guests must be accompanied by Resident. No more than two guests per resident.
7. No running, fighting, dangerous conduct, or noise which disturbs others.
8. Do not leave personal items in this area. Landlord and management are not responsible for any lost, stolen, or damaged items.

19.10. AMENITIES. Use of the amenities shall be governed by the Rules and Regulations posted in the pool areas and shall be at the risk of Resident and Resident's family and guests. No guest shall be permitted at the pool, clubhouse, or recreation facilities except in the accompaniment of a resident. Resident does hereby indemnify Landlord and Landlord's agents and hold Landlord and Landlord's agents harmless against all claims for personal injury sustained by Resident and Resident's family and guests in their use and enjoyment of the pool or other provided facilities within the Community. This paragraph does not exculpate or limit the liability or costs of Landlord or Landlord's agent arising as a result of Landlord or Landlord's agent's willful misconduct.

19.11. ROOF ACCESS: Roof access is for emergency access only. Resident agrees to not access the roof without Landlord's written permission, and takes full responsibility for any personal injury, harm, or damage to personal property caused by accessing, occupying, leaving, walking on, running on, sitting on, standing on, or jumping on the roof. Resident takes full responsibility for loss or damage of personal property placed or thrown onto the roof, and will not hold Landlord responsible to retrieve such items.

20. PHOTOGRAPHS, DIGITAL IMAGES, VIDEO. Resident and Resident's guests waives any rights, claims or interest Resident may have to control the use of Resident's or Resident's guests' identity or likeness in the sound, still or moving images and agrees that any uses described herein may be made without compensation or consideration to Resident or Resident's guests.

21. ACKNOWLEDGMENT. Residents and all occupants and guests must comply with all community policies and rules regarding use of the Premises, the Community, and the common areas contained in this Addendum, in the Lease, or in any additional addendums to the Lease, or posted throughout the Community.

By signing this Addendum, Resident confirms that it has read and fully understands it. Importantly, this Addendum is a part of the Lease and all terms within this Addendum are considered material terms of the Lease that apply to both Resident and Resident's guests. Resident understands that if Resident violates any term of this Addendum, Resident is in material violation of the Lease. All community guidelines are subject to revision at any time. Any changes to this Addendum will be effective and a part of the Lease once they have been delivered to Resident or posted in a public area of the Community used for such purposes.

Resident Signature Date

Landlord or Authorized Agent Signature Date

ADDENDUM TO LEASE, PART 3 - BED BUGS

This Addendum to Lease (this “**Addendum**”) is an addendum to the 2022-2023 Brigham Young University Student Landlord Rental Agreement (the “**Lease**”) entered into by and between The Riviera (“**Landlord**”) and _____ (“**Student**” or “**Resident**”), in which Landlord agreed to lease to Resident a unit (the “**Premises**”) located in The Riviera apartment complex at 1505 N Canyon Road, Provo, Utah 84604 (the “**Community**”).

The terms of this Addendum are considered part of the Lease and are incorporated therein for all purposes. All capitalized terms used in this Addendum and not otherwise defined herein shall have the meaning set forth in the Lease, unless expressly provided to the contrary in this Addendum. In the event that the terms of this Addendum are inconsistent with the terms of the Lease, the terms of the Lease shall control.

Please note: It is Landlord’s goal to maintain a quality living environment for residents of the Community. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in the Premises or surrounding units. This Addendum contains important information that outlines Resident’s responsibility and potential liability with regard to bed bugs.

1. INSPECTION. Resident agrees to inspect the Premises within 48 hours after move-in and notify Landlord of any bed bugs or bed bug infestation.

2. INFESTATIONS. Prior to move in, Landlord did not observe any evidence of bed bugs or bed bug infestation in the Premises or building in which the Premises is located (the “**Building**”). Resident agrees that it has read the information in this Addendum about bed bugs and:

- Is not aware of any infestation or presence of bed bugs in Resident’s current or previous apartments, home and/or dwelling.
- Agrees that it is not aware of any bed bug infestation or presence in any of its furniture, clothing, personal property or possessions.
- Resident agrees that it has not been subjected to conditions in which there was any bed bug infestation or presence. Otherwise:
- Resident agrees that if it previously lived anywhere that had a bed bug infestation, all of its personal property (including furniture, clothing and other belongings) has been treated by a licensed pest control professional; and
- Resident agrees that such items are free of further infestation.

Resident must disclose any previous bed bug infestation to Landlord. If Resident discloses a previous experience of bed bug infestation, Landlord can review documentation of the treatment and inspect Resident’s personal property and possessions to confirm the absence of bed bugs. Resident understands that Landlord has relied on representations made by Resident pursuant to this Addendum.

3. ACCESS FOR INSPECTION AND PEST TREATMENT. Resident must allow Landlord and Landlord’s pest control agents access to the Premises at reasonable times to inspect and/or treat bed bugs. Resident and Resident’s family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. Landlord has the right to select any licensed pest control professional to treat the Premises, the Building, and common areas for bed bugs, as well as the method of treating the same. Landlord can select the method of treating the Premises, the Building and common areas for bed bugs. Landlord can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. Resident is responsible for and must, at its sole cost and expense, have its own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that Landlord approves. Resident must do so as close as possible to the time the Premises was treated. If Resident fails to do so, Resident will be in default, and Landlord will have the right to terminate Resident’s right of occupancy and exercise all rights and remedies under the Lease. Resident agrees not to treat the Premises for a bed bug infestation on its own.

4. NOTIFICATION. Resident must promptly notify Landlord:

- of any known or suspected bed bug infestation or presence in the Premises, or in any of Resident's clothing, furniture or personal property;
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which Resident believes are caused by bed bugs, or by any condition or pest Resident believes is in the Premises; and
- if Resident discovers any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

5. COOPERATION. If Landlord confirms the presence or infestation of bed bugs, Resident must cooperate and coordinate with Landlord and Landlord's pest control agents to treat and eliminate the bed bugs. Resident must follow all directions from Landlord or Landlord's agents to clean and treat the dwelling and building that are infested. Resident must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time Landlord treats the Premises. Any items Resident removes from the Premises must be disposed of off-site and not in the Community's trash receptacles. If Landlord confirms the presence or infestation of bed bugs in the Premises, Landlord has the right to require Resident, at Resident's sole cost and expense, to temporarily vacate the Premises and remove all furniture, clothing and personal belongings in order for Landlord to perform pest control services. If Resident fails to cooperate with Landlord, Resident will be in default and Landlord will have the right to terminate Resident's right of occupancy and exercise all rights and remedies under the Lease.

6. RESPONSIBILITIES. Resident may be required to pay all reasonable costs of cleaning and pest control treatments incurred by Landlord to treat the Premises for bed bugs. If Landlord confirms the presence or infestation of bed bugs after Resident vacates the Premises, Resident may be responsible for the cost of cleaning and pest control treatments. If Landlord must move other residents in order to treat adjoining or neighboring dwellings to the Premises, Resident may be liable for payment of any lost rental income and other expenses incurred by Landlord to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If Resident fails to pay Landlord for any costs Resident is liable for, Resident will be in default, and Landlord will have the right to terminate Resident's right of occupancy and exercise all rights and remedies under the Lease, including obtaining immediate possession of the Premises. If Resident fails to move out after its right of occupancy has been terminated, Resident will be liable for holdover rent under the Lease.

7. TRANSFERS. If Landlord allows Resident to transfer to another dwelling in the Community because of the presence of bed bugs, Resident must have its personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. Resident must provide proof of such cleaning and treatment to Landlord's satisfaction.

BED BUGS - A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals (their sole food source) the bugs assume a distinctly blood-red hue until digestion is complete. Bed bugs don't discriminate. Bed bugs' increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It is no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods. Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs. While bed bugs are, by their very nature, more attracted to clutter, they are certainly not discouraged by cleanliness. Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

There exists no scientific evidence that bed bugs carry disease. In fact, federal agencies tasked with addressing pests of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and

Prevention, have refused to elevate bed bugs to the threat level posed by disease carrying pests. Again, claims associating bed bugs with disease are false.

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors

- Inside electronic devices, such as smoke and carbon monoxide detectors

Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed, however, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.

While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Bloodstains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it is not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack. Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug Do's and Don'ts

Do not bring used furniture from unknown sources into the Premises. Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice-looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill may very well be due to the fact that it's teeming with bed bugs.

Do address bed bug sightings immediately. Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify Landlord.

Do not attempt to treat bed bug infestations. Under no circumstance should Resident attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to Resident and its neighbors.

Do comply with eradication protocol. If the determination is made that the Premises is indeed playing host to bed bugs, Resident must comply with the bed bug eradication protocol set forth by both Landlord and their designated pest management company.

Resident is legally bound by this document. Please read it carefully.

By signing below, resident acknowledges that they understand the information presented in above and agree to the terms outlined above.

Resident Signature Date

Landlord or Authorized Agent Signature Date

ADDENDUM TO LEASE, PART 4 - INSURANCE

Personal Liability Insurance Required

This Addendum to Lease (this “**Addendum**”) is an addendum to the 2022-2023 Brigham Young University Student Landlord Rental Agreement (the “**Lease**”) entered into by and between The Riviera (“**Landlord**”) and _____ (“**Student**” or “**Resident**”), in which Landlord agreed to lease to Resident a unit (the “**Premises**”) located in The Riviera apartment complex at 1505 N Canyon Road, Provo, Utah 84604 (the “**Community**”).

The terms of this Addendum are considered part of the Lease and are incorporated therein for all purposes. All capitalized terms used in this Addendum and not otherwise defined herein shall have the meaning set forth in the Lease, unless expressly provided to the contrary in this Addendum. In the event that the terms of this Addendum are inconsistent with the terms of the Lease, the terms of the Lease shall control.

1. INSURANCE ACKNOWLEDGEMENT. Resident acknowledges that Landlord does not maintain insurance to protect Resident against personal injury, loss or damage to Resident’s personal property or to cover Resident’s own liability for injury, loss or damage Resident (or Resident’s occupants or guests) may cause others. Resident also acknowledges that it may be responsible to others (including Landlord) for the full cost of any injury, loss or damage caused by Resident’s negligent actions or the negligent actions of Resident’s occupants or guests, including but not limited to, damage caused by fire or smoke.

2. REQUIRED RENTERS INSURANCE POLICY. Resident is required to purchase and maintain a renter’s personal liability insurance policy which provides limits of liability to third parties in an amount not less than \$100,000 per occurrence through an insurance company or insurance agent authorized to issue insurance in this state. Such insurance policies are often referred to as “renter’s insurance policies or “liability-only insurance policies.” Most renter’s insurance policies contain personal liability coverage and also personal property coverage for the renter’s own property. Resident is only required to have personal liability insurance; however, Landlord highly recommends that Resident obtain coverage for its personal property too. Personal property coverage protects your property in the event of theft, fire or weather-related loss to your property. The policy must identify Landlord as a “Party of Interest” or “Interested Party” where the “Party of Interest” or “Interested Party” must be notified within ten (10) days after Resident’s insurance company or agent renews, cancels or non-renews Resident’s policy. Failure to include Landlord as a “Party of Interest” or “Interested Party” with the above-listed address will constitute a breach of the Lease.

3. FREEDOM OF CHOICE. At all times, Resident is able to purchase insurance through the carrier or agency of Resident’s choice and is not required to purchase insurance through a particular carrier or agency, including the preferred provider. However, the insurance Resident purchases must meet this Addendum’s minimum requirements at all times.

4. SUBROGATION ALLOWED. Resident acknowledges that subrogation is allowed by all parties. Accordingly, Landlord’s commercial insurance carrier may make a claim against Resident for losses it pays as a result of Resident’s negligence, and Resident’s insurance carrier may make a claim against Landlord for losses it pays as a result of Landlord’s negligence. Landlord retains the right to hold Resident responsible for any loss in excess of Resident’s insurance coverage.

5. RESIDENT’S INSURANCE COVERAGE. By signing this Addendum, Resident acknowledges that it has purchased (or agrees to purchase) the insurance described above. If Resident purchases insurance through a carrier or agency, Resident must provide proof of insurance prior to taking possession of the Premises. Resident further acknowledges that it will keep its insurance policy in-force for the entire term of the Lease. If any material terms of Resident’s insurance policy change, Resident agrees to promptly provide proof of the modified policy terms to Landlord’s on-site staff.

6. DEFAULT. Unless otherwise prohibited by law, and subject to any right to cure a default under the Lease, any default under the terms of this Addendum shall be deemed a material default of the Lease and Landlord will be entitled to exercise all rights and remedies under the Lease, at law or in equity. In such event, Landlord may send a written notice to Resident demanding that Resident cure the violation by purchasing the required insurance and providing evidence of coverage to

Landlord. If Resident fails to supply evidence of such insurance to Landlord on or before the specified date set forth in the notice, Landlord reserves the right to charge Resident a monthly fee of \$10 until Resident purchases its own personal liability insurance policy or renter's insurance policy and provides proof of coverage to Landlord's on-site staff.

7. MISCELLANEOUS.

- a. Except as specifically stated in this Addendum, all other terms and conditions of the Lease shall remain unchanged.
- b. The insurance required by this Addendum is not required by any law. Resident's obligation to provide insurance stems solely from the Lease.
- c. The insurance required by the Lease is not an attempt to limit Landlord's liability for Landlord's own negligence or Resident's liability for Resident's own negligence.
- d. CAS Insurance Agency, LLC, a Greystar affiliate and a licensed insurance agency, may receive compensation on policies issued by the preferred insurance provider for administrative, brokerage or marketing support. Landlord may be receiving compensation or other payments from CAS Insurance Agency, LLC or one of its affiliates where permitted by law.
- e. The insurance required by the Lease is not in lieu of, or in any way a component of, any security deposit required by the Lease.
- f. Resident agrees that it has not received any oral representations from Landlord or any representative of Landlord which are inconsistent with or not contained in the Lease, the addenda attached to the Lease, or in the Community's Rules and Regulations. If Resident has received any such oral representations, Resident agrees that it did not rely on them when it decided to enter into the Lease or this Addendum.
- g. Resident must refer to the actual insurance policy or certificate for a complete description of the coverage, as this Addendum only provides a general summary. If Resident has an annual renter's insurance policy and decides to switch to the insurance program offered by Landlord's preferred provider, please compare the terms of coverage between the two policies, as not all policies are the same and coverage may differ.

Resident(s) acknowledges that it has read this Addendum and understands the terms and conditions contained herein.

Resident Signature

Date

Landlord or Authorized Agent Signature

Date

ADDENDUM TO LEASE, PART 5 - KEYS, PERMITS, AND ACCESS DEVICES

This Addendum to Lease (this “**Addendum**”) is an addendum to the 2022-2023 Brigham Young University Student Landlord Rental Agreement (the “**Lease**”) entered into by and between The Riviera (“**Landlord**”) and _____ (“**Student**” or “**Resident**”), in which Landlord agreed to lease to Resident a unit (the “**Premises**”) located in The Riviera apartment complex at 1505 N Canyon Road, Provo, Utah 84604 (the “**Community**”).

The terms of this Addendum are considered part of the Lease and are incorporated therein for all purposes. All capitalized terms used in this Addendum and not otherwise defined herein shall have the meaning set forth in the Lease, unless expressly provided to the contrary in this Addendum. In the event that the terms of this addendum are inconsistent with the terms of the Lease, the terms of the Lease shall control.

Resident acknowledges that it has been provided with keys and access devices listed below:

- 1 Mailbox Key Per Apartment
- 1 Apartment Key Per Resident
- 1 Parking Tag(s) if applicable
- 1 Fob Key Per Resident

Resident will be liable for the below listed charges for replacing keys, permits, tags, and access devices.

Replacement Costs	
Mailbox Key	\$10.00
Apartment Keys	\$5.00
Key Fob	\$50.00
Parking	\$25.00

Resident Signature

Date

Landlord or Authorized Agent Signature

Date

ADDENDUM TO LEASE, PART 6 - FURNITURE

This Addendum to Lease (this “**Addendum**”) is an addendum to the 2022-2023 Brigham Young University Student Landlord Rental Agreement (the “**Lease**”) entered into by and between The Riviera (“**Landlord**”) and _____ (“**Student**” or “**Resident**”), in which Landlord agreed to lease to Resident a unit (the “**Premises**”) located in The Riviera apartment complex at 1505 N Canyon Road, Provo, Utah 84604 (the “**Community**”).

The terms of this Addendum are considered part of the Lease and are incorporated therein for all purposes. All capitalized terms used in this Addendum and not otherwise defined herein shall have the meaning set forth in the Lease, unless expressly provided to the contrary in this Addendum. In the event that the terms of this Addendum are inconsistent with the terms of the Lease, the terms of the Lease shall control.

- 1. FURNITURE PROVIDED IN THE PREMISES.** Resident acknowledges that a pre-approved furniture package (the “**Furniture**”) has been provided by Landlord to Resident for Resident’s use in the Premises and should not be altered. Resident shall examine the Furniture and notify Landlord in writing of any defects in the Furniture within 24 hours after Resident moves in. If Resident fails to notify Landlord of any defects in the Furniture within such 24-hour period, the Furniture shall be deemed to be in good condition. A move-in inventory and condition form will be provided at move-in.
- 2. DISCLAIMER OF WARRANTIES AND REPRESENTATIONS.** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, LANDLORD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, RELATING TO ANY FURNITURE, FURNISHING, EQUIPMENT OR APPLIANCES, IF ANY, IDENTIFIED HEREIN OR OTHERWISE IN THE PREMISES OR THE UNIT INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR SUITABILITY.
- 3. MAINTENANCE OF FURNITURE.** Resident shall maintain the Furniture in a clean condition; reasonable wear and tear excepted and shall not remove any items of Furniture from the Premises during the term of the Lease. All items of Furniture shall be kept in the Premises and returned to Landlord when Resident vacates the Premises at the expiration of the term of the Lease or when Resident’s right to possession of the Premises is terminated, whichever is sooner. When Resident vacates the Premises, the Furniture shall be returned to the location in the Premises and in the unit that such Furniture was in as of the move-in date. Resident shall be responsible for any damages or cleaning charges incurred by Landlord with respect to use or condition of any Furniture in the Premises owned by Landlord.
- 4. DEFAULT.** In the event the Furniture is not maintained, is damaged or is otherwise not returned to Landlord in a condition satisfactory to Landlord at the expiration of the term of the Lease or when Resident’s right to possession of the Premises is terminated, whichever is sooner, Resident shall pay to Landlord, upon demand, the cost to repair or replace, as determined by Landlord, the Furniture. Landlord shall have the right to deduct any amounts owed hereunder from the security deposit paid by Resident under the Lease. In addition to the foregoing, in the event of any default under this Addendum, Landlord shall have the right to pursue any and all rights or remedies under the Lease or applicable law as if Resident defaulted under the Lease.

The terms of this Addendum are effective as of the date of the Lease and continues through all Lease extensions, including renewal lease contracts. These terms are agreed to and accepted by:

Resident Signature

Date

Landlord or Authorized Agent Signature

Date

ADDENDUM TO LEASE, PART 7 - MOLD

This Addendum to Lease (this “**Addendum**”) is an addendum to the 2022-2023 Brigham Young University Student Landlord Rental Agreement (the “**Lease**”) entered into by and between The Riviera (“**Landlord**”) and _____ (“**Student**” or “**Resident**”), in which Landlord agreed to lease to Resident a unit (the “**Premises**”) located in The Riviera apartment complex at 1505 N Canyon Road, Provo, Utah 84604 (the “**Community**”).

The terms of this Addendum are considered part of the Lease and are incorporated therein for all purposes. All capitalized terms used in this Addendum and not otherwise defined herein shall have the meaning set forth in the Lease, unless expressly provided to the contrary in this Addendum. In the event that the terms of this Addendum are inconsistent with the terms of the Lease, the terms of the Lease shall control.

Mold is a naturally occurring phenomenon. In order for mold to grow, water and/or moisture must be present. Resident acknowledges there are no established guidelines for unacceptable air quality caused by mold, but Resident’s housekeeping and living habits are an integral part of the ability of mold to grow.

RESIDENT AGREES to maintain the Premises in a manner that prevents the occurrence of mold or mildew growth within the Premises. In furtherance of such obligation, **RESIDENT AGREES TO PERFORM THE FOLLOWING:**

1. To keep the Premises free from dirt and debris that can harbor mold;
2. To inspect the Premises regularly for any indications and/or sources of indoor moisture;
3. To immediately report to Landlord’s management any discoloration evidenced on walls, floors, or ceiling and/or any water intrusion, such as plumbing leaks, drips or flooding;
4. To not air-dry wet clothes indoors;
5. To always utilize stove hood vents when cooking items that may cause steam;
6. When showering/bathing, to always utilize the bathroom fan and to notify management of any nonworking fan;
7. To water plants outdoors;
8. To notify Landlord’s management in writing of overflows from the bathroom, kitchen or any other water source facilities, especially in cases where the overflow may have permeated walls, flooring or cabinets;
9. TO IMMEDIATELY WIPE DOWN ANY WATER OR CONDENSATION THAT APPEARS AND/OR DEVELOPS ON ANY AREA OR ANY SURFACE;
10. To clean any mildew from condensation on window interiors, bathroom and kitchen walls, floor and/or ceilings upon first appearance, a mixture of one part common household bleach to 10 parts water should be used. Resident may add a little dish soap to the water mixture to cut any dirt and oil on the surface Resident is cleaning that may hold mold. Do not add other cleaning chemicals, especially ammonia. Dispose of any rags or sponges used to clean the mold in a sealed bag;
11. TO REPORT TO MANAGEMENT BOTH IN WRITING AND VERBALLY THE PRESENCE OF ANY MOLD GROWTH on surfaces inside the Premises;
12. To allow management immediate entry to the Premises to inspect and make necessary repairs in the event mold or water intrusion is present;
13. To use all reasonable care to close all windows and other openings in the Premises to prevent outdoor water from penetrating into the interior unit;

14. To clean and dry any visible condensation/moisture on windows and window tracks, walls and other surfaces, including personal property as soon as reasonably possible. Condensation on windows indicates that fresh air is not being circulated in the Premises to prevent moisture buildup. **Proper ventilation is essential and requires proper balance between conditioned air and outside air. The air conditioning systems in the Community units are designed to be operational at all times and to maintain certain temperature in conjunction with outside air in order to prevent conditions favorable to microbial growth. The air conditioning system must be operating at all times, with the thermostat set to a level to maintain the indoor temperature between 65 degrees Fahrenheit and 76 degrees Fahrenheit. The windows are not to be opened if the outdoor temperature is greater than 80 degrees Fahrenheit or weather conditions are damp or rainy;**
15. To notify management of any problems with air-conditioning or heating systems that are discovered by Resident; and
16. To maximize the circulation of air by keeping furniture away from walls and out of corners.

RESIDENT FURTHER AGREES to indemnify and hold harmless Landlord and Landlord's management agents from any suits, actions, claims, losses, damages, and expenses (including reasonable attorney's and court costs) and any liability whatsoever that Landlord and/or its management agents may sustain or incur as a result of Resident's failure to comply with or perform the obligations set forth above or as the result of intentional or negligent action or failure to act on the part of Resident or any other person living in, occupying, or using the Premises.

The terms of this Addendum are agreed to and accepted by:

Resident Signature Date

Landlord or Authorized Agent Signature Date

ADDENDUM TO LEASE, PART 8 - PACKAGE LOCKER

This Addendum to Lease (this “**Addendum**”) is an addendum to the 2022-2023 Brigham Young University Student Landlord Rental Agreement (the “**Lease**”) entered into by and between The Riviera (“**Landlord**”) and _____ (“**Student**” or “**Resident**”), in which Landlord agreed to lease to Resident a unit (the “**Premises**”) located in The Riviera apartment complex at 1505 N Canyon Road, Provo, Utah 84604 (the “**Community**”).s

The terms of this Addendum are considered part of the Lease and are incorporated therein for all purposes. All capitalized terms used in this Addendum and not otherwise defined herein shall have the meaning set forth in the Lease, unless expressly provided to the contrary in this Addendum. In the event that the terms of this Addendum are inconsistent with the terms of the Lease, the terms of the Lease shall control.

For and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. RIGHT TO USE LOCKERS. Resident shall have the right, in accordance with this Addendum, to use the package lockers as part of a package delivery system utilized within the Community through the date on which Resident's right to occupy the Premises has terminated. Notwithstanding the foregoing, Landlord shall have the right to terminate Resident's right to use the lockers prior to the termination of Resident's right to occupy the Premises for any reason, including: (i) the Community is no longer served by a package delivery system; (ii) in Landlord's sole discretion, the lockers are no longer in a condition to store packages; or (iii) Landlord gives Resident as least 30 days prior written notice of Landlord's intent to discontinue the use of lockers in the Community. Resident acknowledges that the lockers are to be used only in connection with the package delivery system set up by the independent contractor package delivery service serving the Community. Resident shall be responsible for removing all items from any lockers in a timely fashion, but no later than the date on which Resident's right to use the lockers is terminated. In the event that Resident's right to use the locker is terminated, Landlord shall have the right to enter the lockers by whatever means necessary and remove and dispose of any contents in the lockers.

2. SET-UP CHARGES. Resident will pay a one-time set-up fee for the package locker, which shall be equal to the amount charged by the service provider and/or the total administrative and account costs which Landlord may have to expend in the set-up of the service.

3. ACCEPTANCE OF PACKAGES. Resident acknowledges and agrees that Landlord does not accept packages on behalf of Resident, but has provided the lockers for Resident's use and arranged for Parcel Pending, an independent contractor vendor, to set up a package delivery system for residents at the property. Resident acknowledges that the lockers can be used only in connection with the approved package delivery system. Resident acknowledges that Resident's use of the lockers and package delivery system is at the sole discretion of Resident and that Resident's use and payment for the system will be governed by a separate agreement between Resident and the company that has set up the system. Landlord is not responsible for the conduct or performance of any package delivery company or system, a malfunction of any locker, or damaged, lost, stolen or misplaced packages. Resident gives permission to Landlord to return any and all packages not delivered through Parcel Pending.

4. AUTHORIZATION FOR ACCEPTANCE. Resident understands and agrees that if the locker is full, packages may be released to Landlord's management. Resident authorizes Landlord to accept packages and deliveries from all couriers or other service industries. Resident understands that this service is provided as a convenience to Resident and Resident agrees to not hold Landlord responsible for accepting the package or delivery in the event of loss, theft or damage. Resident also acknowledges that Landlord representatives are not required to sign for delivery nor is it the responsibility of the Landlord to notify Resident when packages are received. Resident further authorizes Landlord to release any and all packages received through this release to Resident or any authorized occupant identified in this Addendum.

5. ADDITIONAL MONTHLY RENT. By signing below, Resident agrees to pay an additional monthly rent of \$0, in the same time and manner Resident pays rent pursuant to the Lease which allows Resident access to the lockers and package delivery system. Resident acknowledges that the additional monthly rent shall be in addition to any other fees or charges paid to any package delivery company.

6. CONTENTS OF LOCKERS. The lockers shall be used for the delivery of packages only. Resident shall not store any items in any lockers. Resident agrees that utilizing the lockers in violation of applicable laws or for any criminal purpose shall constitute a violation of this Addendum. Resident agrees to never have delivered to any lockers the following items: (i) flammable or explosive substances, fuel, fireworks, rags, piles of paper, firearms or other dangerous articles, substances or materials that may create a fire or environmental hazard, or any other item, material or substance that poses a risk of injury or damage to property; or (ii) food or other perishables, or items which are subject to infestation by vermin or which may leak liquid or emit odors.

7. DAMAGE TO THE LOCKER. Resident agrees to monitor the condition of any locker used and report any dilapidations or maintenance issues on or around the locker in writing to Landlord. Resident shall be responsible and pay for all damages caused directly or indirectly by any property delivered to any locker for Resident's use. Resident agrees that Resident is responsible for obtaining appropriate insurance to cover any packages delivered to any locker and that Landlord is not responsible or liable in any way whatsoever for damage to or loss of any package.

8. AUTHORIZATION FOR RELEASE OF INFORMATION. Resident acknowledges that in order to facilitate Resident's use of the locker system, Landlord will be providing to the third-party vendor who administers the locker program Resident's personal information and Resident hereby consent to the same.

9. RELEASE AND INDEMNITY. Resident acknowledges that the lockers are provided as an accommodation and option to Resident, without assuming any obligation or liability by Landlord or Landlord's affiliates, management, employees or agents. To the extent allowed by applicable law, if Resident chooses to use a locker, Resident assumes all risk of harm and waives all claims against Landlord and Landlord's affiliates, management, employees and agents resulting from the use of the locker. Resident hereby releases and indemnifies Landlord and Landlord's affiliates, employees or management agents, as the case may be, from and against any and all claims relating to Resident's use of the locker or packages in any locker.

10. DEFAULT. In the event Resident fails to comply with any terms of this Addendum, Resident shall be in default of both this Addendum and the Lease. Landlord will then be entitled to pursue any rights or remedies Landlord has under the Lease.

11. Landlord reserves the right to change, modify or discontinue use of the package delivery system for any reason. Resident agrees that the discontinuance is not a reduction in services and will not impact the Lease between Resident and Landlord.

EXECUTED as of the date first written above.

Resident Signature

Date

Landlord or Authorized Agent Signature

Date

ADDENDUM TO LEASE, PART P - PARKING

This Addendum to Lease (this “**Addendum**”) is an addendum to the 2022-2023 Brigham Young University Student Landlord Rental Agreement (the “**Lease**”) entered into by and between The Riviera (“**Landlord**”) and _____ (“**Student**” or “**Resident**”), in which Landlord agreed to lease to Resident a unit (the “**Premises**”) located in The Riviera apartment complex at 1505 N Canyon Road, Provo, Utah 84604 (the “**Community**”).

The terms of this Addendum are considered part of the Lease and are incorporated therein for all purposes. All capitalized terms used in this Addendum and not otherwise defined herein shall have the meaning set forth in the Lease, unless expressly provided to the contrary in this Addendum. In the event that the terms of this Addendum are inconsistent with the terms of the Lease, the terms of the Lease shall control.

- 1. PARKING STICKER.** To ensure the maximum utility and efficiency of the Community's parking lots, a current Riviera parking sticker is required to park in the Community. Landlord hereby leases to Resident a parking permit for open parking in the Community. Resident agrees to pay \$25 upon signing and continuing the first of each month thereafter throughout the Lease term. Payments shall be made at the address provided for rent payments in the Lease. This Addendum shall remain in effect only so long as Resident resides in the Premises. Termination of the Lease and/or termination of Resident's right of possession of the Premises will automatically terminate this Addendum (unless a non-resident parking agreement is signed). If Resident's Lease is terminated early for any reason, including eviction, Resident will still be responsible for the financial obligations set forth in this Addendum.
- 2. MOTOR VEHICLES AND PARKING.** When entering or leaving a designated parking area, any vehicle shall be operated carefully and at a speed not in excess of ten (10) miles per hour. The usage of the designated parking area or any other space for storage of boats, trailers, trucks, large vans, buses, motor homes or any item other than vehicle is prohibited. BOATS, TRAILERS, & RECREATIONAL ALL TERRAIN A VEHICLES ARE NOT ALLOWED IN THE COMMUNITY.

Resident agrees to abide by the regulations established by Landlord (the “**Parking Regulations**”), and shall not allow any vehicle to be parked in the Community that:

- is not properly displaying a current The Riviera parking sticker;
- is on jacks, blocks or has wheel(s) missing;
- takes up more than one parking space or is double parked;
- is in a handicap space without the legally required handicap insignia;
- is in a space marked for office visitors, managers, or staff;
- is blocking another vehicle from exiting;
- is in a fire lane or designated no parking area;
- is obstructing the flow of traffic;
- is in a space marked for another resident or unit(s)
- is on the grass, sidewalk, or patio;
- is blocking garbage trucks from access to a dumpster;

- has no current license, registration, or inspection sticker; or
- is otherwise violating the parking provisions in force.

WARNING: RESIDENT'S VEHICLE WILL BE TOWED IF RESIDENT FAILS TO COMPLY WITH THE COMMUNITY'S PARKING POLICIES.

Resident shall not allow any vehicle to be parked in the Community in an area other than in a designated parking area, or any non-operative vehicle to be placed in a designated parking space or elsewhere in the Community. In the event of non-compliance, the vehicle shall be towed by Landlord at the expense of Resident. All parking shall be entirely at Resident's risk. Resident agrees to display a parking decal as instructed if they have purchased parking. Resident agrees that for such violation of any reasonable parking regulations in force from time to time, including failure to display decal, Resident's vehicle and the vehicles of Resident's guests may be subject to being towed and/or booted at Resident's expense or being fined by Landlord from time to time. Performing mechanical work on vehicles in Community parking areas is strictly prohibited unless special areas are designated in Landlord's sole discretion. Due to the chemicals in the city water and the continued problem of residents and guests of the Community breaking sprinkler heads in landscaped areas, Landlord will not be held liable for streaking or sunspots caused by water hitting Resident's or Resident's guests' vehicles.

- 3. RESTRICTIONS ON USE.** The Community parking lot may be used only by residents with a parking permit, and only for the purpose of storing a registered motor vehicle which displays the parking permit. Resident is responsible for the payment of rent, compliance with this Addendum, and coordination of use of the parking lot with other residents of the Premises. No other items of personal property may be stored in the parking lot. Landlord may remove from the parking lot, without prior notice, items that Landlord believes might constitute a fire or environmental hazard or violate any government law or regulation. Any rules in the Lease, community policies and/or this Addendum with regard to parking and/or towing of motor vehicles apply to Resident's use of the parking lot. Any vehicle parked in the parking lot must display a parking tag at all times, and must also be registered and state law compliant.
- 4. SECURITY/RISK OF LOSS.** Landlord does not furnish parking attendants or any form of security for the parking lot. Always remember to lock your vehicle. You **MUST** maintain liability and comprehensive insurance coverage for any vehicle parked in the parking lot. Landlord will have no responsibility for loss or damage to vehicles or other property parked in the parking lot, whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance or otherwise. Landlord is not responsible for any loss or damage to any items left in vehicles.
- 5. NO WARRANTIES.** LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PARKING LOT, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 6. OTHER REMEDIES.** Any items remaining after Resident moves out of the Premises will be removed, sold, or otherwise disposed of according to the terms of the Lease. All remedies in the Lease apply to areas covered by this Addendum.
- 7. VEHICLE IDENTIFICATION.** Resident may park the vehicles described below hereto in the parking lot. Only one vehicle per parking pass may use the parking lot at a time. Resident will notify Landlord and provide new identifying information for any new vehicle(s) to be authorized to use the parking lot. Resident is responsible for contacting the designated towing company if an unauthorized vehicle is parked in the parking lot. Resident must show the towing company its parking tag prior to any towing of unauthorized vehicles. Landlord or Landlord's representative reserves the right to tow any vehicle parked in a space without a proper pass or decal.

8. BINDING AGREEMENT. The parties acknowledge and agree that this Addendum shall be binding upon their heirs, legal representatives, successors and assigns.

Vehicle and Contact Information:

Make:

Model:

Year:

Color:

License Plate #__

State:

Resident Signature Date

Landlord or Authorized Agent Signature Date