

Agreement

A. This Lease Agreement is made this _____ day of _____, 20____, at Laramie, Albany County, Wyoming between the following persons:

<p>LESSER:</p> <p style="text-align: center;">304 S. 3rd St. Laramie, WY 82070 Phone:307-742-3301 Contact: Sean Dent Email: <u>DeverauxProperties@yahoo.com</u></p> <p style="text-align: center;">Hereinafter “Lessor” or “Landlord”</p>	<p>LESSEE(S):</p> <p>(1) _____ Mobile: _____ Email: _____</p> <p>(2) _____ Mobile: _____ Email: _____</p> <p style="text-align: center;">Hereinafter “Lessees” or “Tenant(s)”</p>
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B. For and in consideration of the terms and conditions contained herein, the receipt and sufficiency of which are herein admitted, the parties agree as follows:

1. Rent Proration and Deposit Allocation

- \$ _____ Proration of first Month’s Rent
- \$ _____ Security Deposit
- \$ _____ Non-Refundable Pet Deposit \$250.00
- \$ _____ Pet Rent an additional \$25.00 per month
- \$ _____ Total
- \$ _____ Balance Due before occupancy

AGREEMENT TERMS & CONDITIONS

1. *Premises.* In consideration of the payment of the rent and the keeping and performing by the Tenant(s) of covenants and agreements hereinafter set forth, the Landlord agrees to lease to the Tenant(s) the following premises (hereinafter “Premises”) located in Laramie, Albany County, Wyoming:

_____, Laramie, Wyoming 82070.

2. *Term.* The term of this Lease Agreement shall begin _____, and shall continue until _____. Tenant(s) and Landlord agree that Tenant(s) will provide 45 days notice to the Landlord of Tenant(s)’ intent to renew the lease or vacate premises.

3. Rent. During the term of the Lease Agreement, Tenant(s) agree to pay Landlord rent of \$ _____ per month **on or before the fifth day of each calendar month** during the term of this agreement. Payment is deemed to have been made when payment is received by Landlord. Payments of rent shall be made electronically using the invoice received each month from QuickBooks, or through Apartments.com. If you chose not to utilize an electronic method, you may hand delivery or mail to Landlord's address appearing in Section I.A. of this agreement or any addresses provided to Tenant(s) upon written notice by Landlord. Tenant(s) agree to pay the Landlord the rent as described above and acknowledge that prompt payment of rent is of the essence of this Lease Agreement. **If payment of rent is not received by the 5th day of the month, a late payment penalty fee of \$50.00 will be added to rent due.** Tenant(s) agree that they are jointly and severally liable for the entire amount of rent due. That is, each of the persons listed as a Tenant is fully responsible for the entire amount of rent due. It is up to the Tenant(s) to allocate and collect rent among each other as they deem fit; loss of a roommate/tenant will not entitle Tenant(s) to a reduction in rent.
4. Payment of Rent with a Bad Check. Tenant(s) agree to pay a \$50.00 fee for each check returned by a bank without payment. If the Landlord receives an insufficient funds check from Tenant(s), Tenant(s) thereafter agree to pay rent with ACH, debit, credit card, cash or certified funds, such as a money order or cashier's check for the remainder of the occupancy.
5. Payment of Utilities. **Call Rocky Mountain Power 1-800-221-7070 to have electric put in your name, please provide account number here _____, prior to execution of this lease.**
6. Payment of Services. Tenant(s) agree to pay for all other expenses including but not limited to telephone, cable, internet, and television hook up and service and monthly changes. Tenant(s) agree to have any such services billed to them directly.
7. Security Deposit. Upon execution hereof, in addition to the first month's rent, Tenant(s) agree to pay a security deposit in the sum of \$ _____ to be held by the Landlord. At the termination of this Lease Agreement for any reason, the Landlord shall be entitled to apply this deposit towards the following charges: (a) any damages to the Landlord's property, either on the leases premises or off the leased premises, which the Landlord determines resulted from the acts or occupancy of the Tenant(s), the Tenant(s)' family, pet, or guests; (b) cleaning; (c) unpaid rental; (d) costs of enforcing this Agreement; and (e) incidental expenses incurred by the Landlord as a result of any breach by the Tenant(s), including but not limited to reasonable costs incurred in re-renting the premises and replacing

locks and keys. If keys are not returned at the termination of the tenancy, it is agreed that changing locks is a reasonable expense. If the deposit does not cover all the costs described above, the Tenant(s) will be liable for and agree to pay the additional amount, which amount shall be due and payable at once. The remaining portion of the deposit after payment of the above costs will be refunded to the Tenant(s) within a reasonable time after the Tenant(s) have quit possession of the premises and the Landlord or his agent has inspected the premises. If this Agreement is terminated as a result of Tenant(s)' breach prior to the expiration date, the deposit may be retained by the Landlord, and applied as liquidated damages without restricting any other rights and remedies of the Landlord. Tenant(s) shall not be entitled to interest on the deposit.

8. It is the Lessee's responsibility to obtain and maintain renter's insurance for the duration of the lease. The Lessee agrees to list lessor, **DEVERAUX PROPERTIES** as an additional insured. The renter's insurance policy should cover the contents of the premises and general liability. The lessor will maintain building insurance and general liability. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, mold, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law. Within 3 days of execution of this lease, tenant is required to provide a copy of the insurance policy to the Landlord.
9. Rights of the Landlord or Agents to Enter Premises. Tenant(s) agree that the Landlord(s) or agent(s) have the right to enter the premises whenever necessary in the interest of the building safety and security. If the landlord or agents need to enter the premises for any reason, the landlord will give reasonable notice to the tenant. The Landlord or agents may also show the premises at reasonable times to persons wishing to lease or purchase them with given notice.
10. People Living on the Premises. Tenant(s) agree that there will be no people living on the premises except those expressly named in this Lease Agreement.
11. Compliance with Rules and Regulations. Tenant(s) agree to comply with all reasonable rules and regulations imposed by Landlord, with respect to which notice has been given to Tenant(s), for the protection of the building and the general welfare and comfort of all its occupants. These rules, include but are not limited to, the following rules: Tenant(s) agree: (a) not to use the premises for any purpose prohibited by governmental authority, for a place of business, for garage sales, or for public meetings;

(b) to make no alterations in the building or premises; (c) to construct no radio or television antenna; (d) to drive no nails, tacks, or screws into the walls, ceiling or woodwork of the premises; (e) to keep the premises in the proper state of repair so as not to endanger the premises or endanger any invitees in the building; (f) to keep the premises in a clean and sanitary condition and appearance, free from noxious or objectionable odors, dirt, oiled rags, or any inflammable or dangerous material; (g) not to throw or permit to be thrown anything from the premises; (h) to put no sign, and maintain no waterbed on the premises; (i) not to commit or permit to be done by invitees anything that will disturb or interfere with the rights, comforts, or conveniences of other Tenant(s); (j) **parking spaces are first come first serve either on street or behind they not provided or assigned**; (k) **to stay off the roof**; (l) **not to smoke in the rental unit**; (m) **NO LOUD NOISE OR MUSIC ETC.**

12. Alterations. In addition to the above rules and regulations, Tenant(s) agree not to alter premises in any manner, including paint, wallpaper the leased premises or install any paneling, flooring, partitions, railing, or the plumbing, ventilation, heating, or electrical systems, or to make any other alterations.

13. Condition and Repair of the Premises. Tenant(s) accept the premises in the condition in which they are at the time of leasing, regardless of defects, either patent or latent. In all events, Tenant(s) have inspected the premises and deems them safe and adequate for Tenant(s)' purposes. Tenant(s) agree that the rental is fair. Tenant(s) agree to provide maintenance, upkeep and repair incidental to ordinary use and occupancy of the leased premises including common areas, and to keep the premises clean and as attractive as possible. Tenant(s) agree that no change of door locks, major repairs, or improvements will be made on the leased premises without the express written consent of the Landlord. Any improvements or repairs made by the Tenant(s) cannot be used to offset the rent. Tenant(s) are required to notify landlord within 24 hours of any repairs or maintenance request. Landlord agrees to make repairs in a timely manner and be given full access to allow repairs to be made.

14. Return of Premises in Good Condition. In consideration for the use and possession of the premises, Tenant(s) agree that they have examined the premises and know the condition of said premises and acknowledges that they have received the same in reasonably clean condition and agrees to keep and maintain the premises clean. Upon termination of this Lease Agreement, Tenant(s) agree to surrender the premises to Landlord in as good condition as when said premises were entered upon by Tenant(s), ordinary wear and tear. It is the intention of this paragraph to express the parties' agreement that the premises and possession of thereon will be in as good condition as is reasonably possible as when Landlord takes back the premises as they were in when Tenant(s) took control.

15. Inventory of Premises. The Tenant(s) agree that the condition of the Premises and items contained therein as described in Exhibit A is accurate, and that all items listed must be accounted for and in the apartment, in good working order and clean when vacating the premises. The Parties to this agreement agree that Tenant(s) inspected the property prior to taking possession of the Premises under the prior lease and Landlords photographed the Premises as a means of establishing the condition of the Premises prior to the Tenant(s) possession thereof.
16. Defects to be Agreed Upon. On or before ten days after they move into the premises, Tenant(s) agree to make a list of all defects in the premises on the form attached hereto as Exhibit A, and to show the list of all defects noted to Landlord forthwith. Landlord agrees to countersign the list if accurate. Any defects not so noted shall be deemed not to have existed at the time of initial occupancy by Tenant(s).
17. Partial or Total Destruction of the Property. If the premises are partially destroyed or injured by fire or other casualty not arising from the fault or negligence of Tenant(s) or the Tenant(s)' guests, the Landlord will be given a reasonable time to repair the premises after notice of such destruction or injury. Until the premises are repaired, the rent will abate according to the nature and extent of the damage sustained. If the premises or the building (whether or not the premises are affected) are so injured or destroyed that the Landlord decides not to repair them, this Lease Agreement will terminate and the rent will be due and payable only to the date of such injury or damages. *Landlord is NOT responsible for Tenant(s) personal property, tenant must maintain their own renter's insurance.
18. Landlord is not Liable for Any Injury or Damage to Person or Property. The parties agree that the Landlord, the owners of record of the property or their agents, shall have no responsibility for Tenant(s)' personal property no matter how occasioned. Tenant(s) agree and understand that it is their responsibility to ensure their possessions, and that they are not insured by the Landlord. Landlord shall not be liable for any claim or damages or rebate or other charge in case of the interruption of the supply of water, heat, gas, or electricity occasioned by accident, failure of power supply, or any other cause beyond the control of the Landlord. Landlord shall also not be responsible for any water damage sustained to any property, whether the water be occasioned from an indoor or outdoor source.
19. Holdover by the Tenant(s). If Tenant(s) retain possession of the leased premises after the lease has expired, the Tenant(s) agree to, and shall pay to, the Landlord as liquidated damages double the amount of rent provided herein for all of the time the Tenant(s) wrongfully and without consent holds over. The provisions of this clause shall not operate as, or be construed to be, a waiver by the Landlord or any rights of re-entry provided under the terms of this Lease Agreement or by law. However, if the

Tenant(s) remain in possession of the premises and continue to pay rent without written agreement as to such possession; then the Tenant(s), at the sole option of the Landlord, can be declared as Tenant(s) from month to month at the increased monthly rental, payable in advance, and all other terms and conditions of this Agreement shall remain the same.

20. Default and Landlord's Remedies. Tenant(s) agree that if the premises are left vacant or if the monthly installment of the rent or any part thereof is unpaid after the due date or if any other default is made in any of the terms or covenants of this Lease Agreements, the Landlord, without the terminations of this Lease Agreement, may take possession of the premises with or without process of law and remove the Tenant(s) or any person occupying the premises using such forces as may be necessary in doing so. After removal of the Tenant(s), the Landlord may remove and store any of Tenant(s)' personal property remaining on the premises at the expense of the Tenant(s) or distraint them, sell them, and apply the proceeds toward her damages, if any. The Landlord may re-rent the premises for such rent and upon such conditions as the Landlord may think best, making such changes and repairs to the premises as he deems is required. The Tenant(s) agree that in the event of Tenant(s)' non-payment of rent, the Landlord can exercise a landlord's lien for the rent on the Tenant(s)' personal property in or about the premises. The Tenant(s) agree to pay all court costs and reasonable attorney's fees incurred by the Landlord in enforcing any of the Landlord's rights under the lease or under any laws of this State. The Tenant(s) agree that the Landlord may treat as a violation of a covenant of this lease any misrepresentations made by the Tenant(s) in renting the premises. Tenant(s) agree that the Landlord will not be liable for damage or prosecution for any activities required by this paragraph.

21. Surrender of Premises. At any time, the Landlord has the right to possess the premises, Tenant(s) agree to surrender and deliver up the premises and all keys to the Landlord immediately. Notwithstanding any other provisions of this lease, if the Tenant(s) remain in possession of the premises after the Landlord acquired the right of possession, Landlord shall be entitled to forcible entry and detainer of the premises under Wyoming statutes, and Tenant(s) waives all notice, and are subject to eviction and removal, forcible or otherwise, with or without process of law. Tenant(s) agree to vacate the premises upon the expiration of the period for which rental has been paid and accepted by Landlord, and not less than three days, upon request of Landlord if the Landlord or her agent informs Tenant(s) that the tenancy is not working satisfactorily due to the Tenant(s)' behavior.

22. No Assigning or Subletting the Lease. Tenant(s) agree not to sublet any part of the premises or to assign this lease in full or in part.

23. The Statements and Covenants within the Written Agreement. Tenant(s) declare that in entering into this lease they have relied solely upon the statements contained in this Lease Agreement. The Tenant(s) understand that no agent or representative of the Landlord has authority to change, add to or detract from these terms of this Lease Agreement. The Tenant(s) further agree that no assent, expressed or implied, to any breach of any one or more of the covenants in this Agreement is a waiver of any other breach.
24. Pets. Pets upon Pre-approval of Landlord, must be under 25lbs. plus \$350.00 non-refundable pet deposit.
25. Attorneys' Fees. Tenant(s) agree to pay all court costs and reasonable attorneys' fees incurred by Landlord in enforcing any of Landlord's rights under this Lease Agreement or under law.
26. Notice Following Termination of Lease Agreement. Pursuant to Wyoming Statutes, Section 1-21-1210, relating to abandonment of personal property left behind by a renter, Tenant(s) request that any notice to them describing property to be abandoned, as well as any other notice to be given to them following termination of this Lease Agreement, be mail to them at the address set for in section I.A.
27. Cleaning of Carpets. Tenant(s) shall be responsible for cleaning the carpets in the leased premises by having all carpets steam cleaned by a professional carpet cleaning service immediately prior to vacating the premises. Tenant(s) shall provide proof of such cleaning, generally by showing paid receipt for such service, upon returning possession to Landlord. In the event that the carpets have not been cleaned, Landlord shall have carpets cleaned and deduct the cost for the cleaning from Tenant(s)' deposit.
28. Entire Agreement. The terms and conditions of this Lease Agreement, contain the entire understanding of the parties, and shall be binding upon and inure to the benefit of the respective parties hereto, their heirs, successors and assigns.
29. Governing Law. This Agreement shall be construed and the legal relation between parties determined in accordance with the laws of the State of Wyoming. The parties agree that the State of Wyoming is the proper forum in which to resolve any disputes which may arise between the parties.

Witness the hands of the parties hereto the day and year first written above.

LANDLORDS: _____
Signature Print Name Date

TENANT(S): _____
Signature Print Name Date

Signature Print Name Date

**EXHIBIT A
INVENTORY AND INSPECTION**

A. Kitchen

Item	If Condition is good, initial this column.	Describe any problems.
Floors		
Walls		
Ceiling		
Doors		
Cabinets		
Sink		
Stove		
Refrigerator		
Windows		
Electrical Outlets		

B.Living Room described as: _____

Item	If Condition is good, initial this column.	Describe any problems.
Floor/Carpet		
Walls		
Ceiling		
Doors		
Shelves/Closet		
Windows		
Electrical Outlets		
Fire Place		

C.Bedroom

Item	If Condition is good, initial this column.	Describe any problems.
Floor/Carpet		
Walls		
Ceiling		
Doors		
Shelves/Closet		
Windows		
Electrical Outlets		

C. Bathroom

Item	If Condition is good, initial this column.	Describe any problems.
Bath/Shower		
Walls		
Ceiling		
Doors		
Sink		
Toilet		
Shelves		
Electrical Outlets		

Landlord

Date: _____

Tenant(s)

Date: _____

Tenant(s)

Date: _____

**EXHIBIT B
ADDITIONAL RULES**

- A. Pets upon Pre-approval of landlord, must be under 25lbs. plus \$250.00 non-refundable pet deposit.
- B. Involvement with any law enforcement services or recreational drug use will result in immediate eviction.
- C. No loud or disturbing noises or actions.
- D. No water beds.
- E. No cars, trailers, junk, hay, wood, or anything else stored on or in the premises.
- F. The premises shall not be used for purposes of conducting a business, including singing or music lessons.
- G. The premises shall not be used for the purpose of holding public meetings.
- H. Satellite dishes are prohibited without prior written approval. Approval will not be given to attach satellite dishes to the structure.
- I. No use of the fireplace for any reason.
- J. Washer and Dryer cannot be left unattended while in use.

PERMANENT ADDRESS FOR NOTIFICATION

Tenant #1	Tenant #2
Name: _____	Name: _____
Home Phone: _____	Home Phone: _____
Email: _____	Email: _____
City, State, Zip: _____	City, State, Zip: _____
Employer: _____	Employer: _____
Employer's Phone #: _____	Employer's Phone #: _____
Person to notify in event of emergency and phone number: _____	Person to notify in event of emergency and phone number: _____