

B-B Trailer Park Lease Agreement

I. Recitals

A. This Lease Agreement is made this _____ day of _____, 202____, at Laramie, Albany County, Wyoming, between the following persons:

<p>LESSOR:</p> <p>B-B Trailer Park Dba Deveraux Properties 304 S. 3rd Street Laramie, WY 82070 307-742-3301 DeverauxProperties@yahoo.com</p> <p>Hereinafter “Lessor” or “Landlord” or “Management”</p>	<p>Lessee(s) Owner(s) and Lot Number:</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Trailer Information:</p> <p>Year _____ Make _____ Model _____</p> <p>Albany County Title info: _____</p> <p>Will the Trailer be Owner occupied?</p> <p>Yes _____ No _____</p> <p>If not Owner Occupied, current Tenant information is required, with email and phone.</p> <p>_____</p> <p>Hereinafter “Lessees” or Tenants” or “Owners”</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:

II. Agreement

1. Premises. In exchange for timely rent payments and adherence to the rules, regulations,

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and agreements outlined below, the Landlord/Management hereby agrees to lease to the Tenants the designated lot space (referred to herein as the "Premises"), situated in Laramie, Albany County, Wyoming. **600 S. Hayes, Lot _____, Laramie, WY 82070**

2. Term. The term of this Lease Agreement shall begin on _____, and shall continue until _____. Tenants and Landlord agree that Tenants will provide 45 days notice to Landlord of Tenants' intent to renew Tenants' lease subsequent to which a new lease agreement will be signed.

3. Rent. During the term of the Lease Agreement Tenants agree to pay Landlord rent in the amount of \$_____ per month in advance **on or before the first day of each calendar month** during the term of this agreement. Payment is deemed to have been made when full rent is received by Landlord. Payments of rent shall be made by ACH, debit or credit card, via our QuickBooks invoice that will be emailed on the last day of each month. Checks can be dropped in the drop box located at the front of the Park entrance *or* mailed to 304 S. 3rd St., Laramie, WY 82070. Tenants 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 dollar will be assessed to Tenants/Owners. If Rent is delinquent more than 2 months in a row, then automatically the Lot rent increases by \$50/month for the remainder of the lease term, in addition to any additional late fees incurred.

4. Entire amount of Rent. Tenants agree that they are jointly and severally liable for the entire amount of rent due. Each of the persons listed as a Tenant is individually responsible for the entire amount of rent due.

5. Payment of Rent with Bad Check. Tenants agree to pay a \$50.00 fee for each check returned by a bank without payment, in addition a \$50.00 late fee will be charged. If the Landlord receives an insufficient funds check from Tenants, Tenants thereafter agree to pay rent with certified funds, such as a money order or cashier's check. Debit, Credit Card or ACH.

6. Payment of Utilities. Tenants shall pay for all utilities and services, including but not limited to, electrical and gas. Landlord reserves the right to bill Water and municipal services directly to Tenants.

7. Payment of Services. Tenant shall pay for electric (Rocky Mountain Power 1-800-221-7070), Source Gas, Telephone and TV. Landlord is billed for water, sewer, garbage pickup.

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8. Payment of Damage Deposit. Upon execution hereof, in addition to the first and last month's rent, Tenants agree to pay a deposit in the sum \$ 500.00 to be held by the Landlord as of January 1, 2024 any previous deposits shall remain the same. 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 leased premises or off the leased premises, which Landlord determines resulted from the acts or occupancy of the Tenants, the Tenants' family, pet or guests; (b) cleaning of the lot; (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 Tenants, including but not limited to reasonable costs incurred in re-renting the premises. If the deposit does not cover all the costs described above, the Tenants 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 Tenants within a reasonable time after the Tenants 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 Tenants' 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. Tenants shall not be entitled to interest on the deposit and Landlord shall be entitled to commingle the deposit with her own funds and shall not be required to maintain the deposit in a separate trust fund.

III. COVENANTS AND CONDITIONS

1. General Rules, Trailer Set Up, Care and Maintenance and Parking. Tenants shall follow the following rules at Tenants' sole expense with respect to set up, care and maintenance and parking and a violation of any of the following rules may result in any remedies set forth in this agreement or at law:

- a. Tenant shall first have its mobile home approved by management before moving it onto Premises; photos to be provided for approval shall include one of the front, back and both sides of the mobile home. A copy of the current title, showing ownership, year make and model of Mobile Home.
- b. Tenant shall skirt completely and paint the mobile home within 30 days of set up and continually maintain skirting throughout tenancy, including

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repainting, repairing, replacing at their sole expense; Tenant shall keep the mobile home's skirting, exterior, lot, walkways and storage sheds clean, maintained and painted as applicable.

- c. Tenant shall utilize the proper utility companies to check all service connections. In no case shall the plumbing be allowed to drain on the ground. The tenant shall be responsible for providing approved types of services and utility connections, including but not limited to pressure regulating valves, voltage regulators, etc. All wiring, electric, Telephone, TV, etc. shall be put in a protective conduit, running from the outlets to under the skirting;
- d. The tenants shall provide and use heat tape AND maintain the responsibility to check the heat tape regularly. **The B-B, Landlord/Management is not responsible for any damage due to neglect by the tenant.** Tenant Responsibility for Plumbing Issues: The Tenant acknowledges and agrees that they shall be responsible for any plumbing issues arising from the improper disposal of items into the sewer system, including but not limited to, grease, food particles, sanitary products, wipes, and any other materials that may cause blockages or damage to the plumbing. The Tenant shall bear all costs associated with the repair, maintenance, and restoration of the plumbing system resulting from such improper disposal. Sewer lines must have the proper slope and be securely fitted to court system. **Do not run water to keep from freezing;**
- e. Do not waste water. Leaking fixtures inside or outside the mobile home must be repaired. Resident acknowledges they are responsible to reimburse B-B for any water wasted due to their own incompetence or negligence.
- f. Management will not be responsible to pay for any service call concerning electrical, gas, cable television, sewer, water telephone or other similar problem. If the service call is directly caused by the tenant the tenant will be responsible for all charges incurred.
- g. Each mobile home is limited to a maximum of three (3) non-related persons. **There are no exceptions.** Tenant is permitted to park **3 vehicles** in its lot, total. Any and all vehicles shall be in running order and have a current license plate. Tenant shall not work on a vehicle, maintain a vehicle or change a vehicle's oil on the Premises. Tenant shall not park on the grass or in the street. Tenant shall park its vehicle(s) in the driveway of its lot, only.
- h. Washing of Vehicles is prohibited.

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- i. The speed limit throughout the Premises is 10 miles per hour.
- j. Tenant shall be responsible to keep the Lot clean, free of Equipment, trash, debris, tires, etc. Tenant(s) is also responsible for mowing and trimming the yard. If yards are not mowed or trimmed by tenants there will be a 35.00 a month charge added to your rent for maintenance.
- k. Tenants are responsible to maintain their Fences and Storage sheds. With prior written permission in writing, Tenant may remove the existing one and build a new one. Homemade sheds are prohibited. Fences need to be approved prior to constructing and must be continually maintained and in good overall condition and appearance.
- l. Tenant is responsible to put trash in plastic bags and tie the bags shut before placing them in the dumpsters. Any tenant found dumping items on the premises outside of the dumpsters will be fined \$250.00 per occurrence/per item. Any illegal dumping must be reported immediately.

2. Rights of Landlord or His Agents to Enter Premises. Tenants agree that the Landlord or agents have the right to enter the premises whenever necessary, in the interest of property maintenance, the Landlord's business operations, the welfare of the Tenants, other occupants, or for routine inspections.

3. Compliance with Rules and Regulations. Tenants agree to comply with all rules and regulations imposed by Landlord, see Exhibit A, with respect to which notice has been given to Tenants, for the protection of the property, Landlord's business and the general welfare and comfort of all its Tenants. These rules, include but are not limited to, the following rules: Tenants 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 to the premises; (c) to keep the premises in the proper state of repair so as not to endanger the premises or endanger any invitees to the premises; (d) to keep the premises in a clean and sanitary condition and appearance, free from noxious or objectionable odors, dirt, oiled rags, or any flammable or hazardous material(s); (e) not to throw or permit to be thrown anything onto the premises; (f) not to commit or permit to be done by invitees anything that will disturb or interfere with the rights, comforts, or conveniences of other Tenants; (g) to allow no motor vehicles anywhere but in the driveway of your Lot; and (h) NO LOUD NOISES. In addition, Tenants agree to comply with the rules set forth in Exhibit B attached hereto.

ADDITIONAL RULES

- Involvement with any law enforcement services or recreational drug use will result in immediate eviction.
- No loud or disturbing noises or actions. Be respectful and considerate of your neighbors.
- No cars, trailers, junk, hay, wood, tires equipment to be stored outside of an enclosure.
- The premises shall not be used for purposes of conducting a business.
- The premises shall not be used for the purpose of holding public meetings

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4. Alterations. In addition to the above rules and regulations, Tenants agree not to alter the premises in any manner unless Tenants obtain prior written permission from Landlord. All alterations, installations (for example: fencing or storage sheds) and improvements shall become the property of the Landlord when completed and paid for and shall be surrendered as part of the leased premises at the end of the term.

5. Condition and Repair of the Premises. Tenants 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, Tenants have inspected the premises and deems them safe and adequate for Tenants' purposes. Tenants agree that the rental is fair. Tenants agree to provide maintenance, upkeep and repair incidental to ordinary use and occupancy of the leased premises including communal areas, and to keep the premises clean and as attractive as possible. Tenants agree that no major repairs or improvements will be made to the leased premises without the express written consent of the Landlord. Any improvements or repairs made by the Tenants cannot be used to offset the rent. Tenants are responsible for sweeping and clearing snow outside of the premises.

6. Return of Premises in Good Condition. In consideration for the use and possession of the premises, Tenants 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, Tenants agree to at their sole expense, remove trailer and all belongings from the Lot. It agrees to surrender the premises to Landlord in as good condition as when said premises were leased by Tenants, ordinary wear and tear and loss by fire, flood, or other acts of God excepted. It is the intention of this paragraph to express the parties' agreement that the premises and possession thereon will be in as good condition as is possible as when Landlord takes back the premises as they were in when Tenants took control.

7. Inventory of Premises. The Tenants agree that Tenants inspected the premises prior to taking possession of the Premises.

8. Partial or Total Destruction of the Property. In the event of partial destruction or damage to the premises due to fire or other casualty, the owners and tenants shall have a period of 15 business days to remove the Mobile home from the B-B park. Additionally, the owner/tenant shall be responsible for repairing utilities to the lot within the specified timeframe.

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It is imperative that tenants ensure their mobile home is covered by insurance, which includes coverage for cleanup or damage to B-B premises in the event of destruction caused by fire, wind, or similar incidents. Failure to adhere to these requirements will result in personal liability. Non-payment of these charges shall be considered a default, subjecting the tenant to the Default and Remedies on Default provisions outlined in the lot rental agreement.

9. 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 Tenants' personal property no matter how occasioned. Tenants agree and understand that it is their responsibility to insure 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 any utilities described in this lease agreement as being provided by Landlord if occasioned by accident or any other cause beyond the control of the Landlord.

10. Default and Landlord's Remedies. Tenants 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 Agreement, the Landlord, without the termination of this Lease Agreement, may take possession of the premises with or without process of law and remove the Tenants or any person occupying the premises using such force as may be necessary in so doing. After removal of the Tenants, the Landlord, with or without the process of law, may remove Tenant's trailer and store any of Tenants' individual property remaining on the premises at the expense of the Tenants or distrain them, sell them, and apply the proceeds toward damages, if any. The Tenants agree that in the event of Tenants' non-payment of rent, the Landlord can exercise a Landlord's lien for the rent on the Tenants' trailer and/or personal property in or about the premises. The Tenants agree to pay all court costs and reasonable attorneys' fees incurred by the Landlord in enforcing any of the Landlord's rights under the lease or under any laws of this State. The Tenants agree that the Landlord may treat as a violation of a covenant of this lease any misrepresentations made by the Tenants in renting the premises. Tenants agree that the Landlord will not be liable for damage or prosecution for any activities required by this paragraph.

11. Abandonment. If any mobile home located in B-B is left unattended and the lot rent is

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unpaid for more than 30 days, this mobile home will be deemed abandoned. "Unattended" includes but is not limited to, any residence where a notice to quit is posted and/or tenant is away from the property voluntarily or involuntarily for said time period. Upon expiration of the 30 days, B-B will take immediate action to sell and/or dispose of the abandoned mobile home. The Tenant may pay to redeem the mobile home with payment of all costs in conjunction with removal, preservation, custody, storage and sale, and reasonable attorney fees.

12. No Assigning or Subletting the Lease without Written Consent. Tenant(s) Owner(s) agree not to sublet, sell, lease, or rent any part of the premises, nor to assign this lease in full or in part without the prior written consent of the Landlord. The Landlord must approve all prospective tenants or purchasers through a written application and credit check process. The Landlord will permit Tenants to lease their trailers BUT NOT assign this lease, understanding that the Tenant/Owner of Record is Responsible for the Lot rent.

13. Selling of Mobile Home. Written notification must be provided to the Landlord prior to offering a mobile home for sale. All prospective buyers must undergo pre-approval by Management before purchasing a mobile home within the Property. It is the responsibility of the Current Owner to inform prospective buyers that they must apply for approval before finalizing the sale. If the prospective Owner is not approved prior to the property transfer and remains unapproved, the current Owner will be liable for all payments, including collection fees.

Trailers cannot be sold during a current lease term. If an owner deems it necessary to sell a trailer during an active lease, the owner is responsible to the landlord for the remaining rent of the term. If the home is to be moved out of the B-B, a 30-day written notice to vacate must be provided. Management must be notified one week in advance of the move-out date and time. Management's presence is required for all move-ins and move-outs.

14. The Statements and Covenants within the Written Agreement. The Tenant(s) hereby declare that in entering into this lease, they have relied solely upon the statements contained in this Lease Agreement. The Tenants understand that no agent or representative of the Landlord has the authority to change, add to, or detract from the terms of this Lease Agreement. Furthermore, the Tenant(s) agree that no assent, expressed or implied, to any breach of any one or more of the covenants in this Agreement shall constitute a waiver of any other breach.

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15. Pets. Management has absolute discretion as to the pets allowed in the park. All pets must be approved by management and receive written approval for pet occupancy in the park. A written record of all pets residing in the rented lot must be on file with the Management. Anytime a new pet is obtained it must also be approved by management. No vicious animals are allowed in the park.

a. Pets must have all current inoculations prior to move in. Written proof of these health requirements must be furnished to the management before occupancy and at any time management requests during occupancy in B-B.

b. All excrement must be properly disposed of daily. Do not shovel into the road or on other lots. Residents are directly responsible for any of the Resident's pet's excrement on another resident's space. DO NOT WALK YOUR DOG on other resident's space. If the management receives complaints, you will receive ONE WRITTEN WARNING. If Management receives a second complaint you will be required to remove your animal within 24 hours.

c. Pets are to reside within their owner's mobile homes.

d. Any violation of the above Rules in relation to pets will be dealt with strictly. Any Residents not abiding by the property Rules will require removal of the pet and/or eviction of the resident and removal of the mobile home.

16. Attorneys' Fees. Tenants 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.

17. 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, Tenants request that any notice to them describing property that has been abandoned, as well as any other notice to be given to them following termination of this Lease Agreement, be mailed to them at the address set forth in Section I.A.

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18. Cleaning. Tenants shall be responsible for cleaning the leased premises immediately prior to vacating the premises.

19. 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.

20. Governing Law. This Agreement shall be construed and the legal relation between the 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: _____

By: _____

Its: _____
Dated: _____

TENANTS:

Signature Print Name Cell Phone Email:

TENANTS:

Signature Print Name Cell Phone Email:

TENANTS:

Signature Print Name Cell Phone Email:

TENANTS:

Signature Print Name Cell Phone Email:

References for Each Tenant over the Age of 18

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Tenant Name: _____ Reference Name: _____ Email: _____ Phone: _____ Relationship _____	Tenant Name: _____ Reference Name: _____ Email: _____ Phone: _____ Relationship _____
Tenant Name: _____ Reference Name: _____ Email: _____ Phone: _____ Relationship _____	Tenant Name: _____ Reference Name: _____ Email: _____ Phone: _____ Relationship _____