

LEASE AGREEMENT

Date: **Tuesday, April 24, 2018**

Apartment Community: University of Wyoming Bison Run Village, Building: _____ Apt: _____ Bedroom: _____

Resident: ("you" or "your") _____

Manager: University of Wyoming Residence Life and Dining services ("RLDS" "us", "we" or "our")

Manager's Address: UW Contracts, Dept. 3394, 1000 E University Ave, Laramie, WY 82071

Premises: A private bedroom, private bath ("Bedroom" "Private Bath") accommodation OR A private bedroom, shared bath ("Bedroom" "Shared Bath") ("Apartment") unit, within an apartment building ("Building") within the Apartment Community, as more specifically described below.

Address: **Bison Run Village Apartments** Laramie WY, 82070

Unit Type:

- 1. Two story raised 4 bedroom,3 bath (66)
- 2. Three story 4 bedroom 2.5 bath (12)
- 3. One story 4 bedroom 2 bath (2 ADA)
- 4. Two story 3 bedroom 3 bath (Second floor - 4)

Lease Term: Starting Date of Lease Term: **08/15/2018** Ending Date of Lease Term: **7/31/2019**

Rent:

The Base Rent for the Lease Term is \$ _____ without offset or deduction, which is payable in 12 installments. This and any additional fees or charges payable by you under this Lease are together referred to as "Rent". You agree to pay such Rent as follows:

INSTALLMENT AMOUNT:	DUE DATE:	INSTALLMENT AMOUNT:	DUE DATE:
\$ _____	Upon lease signing		2/1/2019
	9/1/2018		3/1/2019
	10/1/2018		4/1/2019
	11/1/2018		5/1/2019
	12/1/2018		6/1/2019
	1/1/2019		7/1/2019

Early Rent payments will be accepted at any point during the term of this Lease.

In addition to paying Base Rent, you agree to pay us the following Deposits and Fees.

Application Fee: \$75.00 (this Administrative Fee is **nonrefundable** for any reason)

Security Deposit: \$200 One Bedroom + **first Rent installment**

Guarantor: _____, who has guaranteed Resident's duties and obligations here under pursuant to a separate Guaranty Agreement (herein so called) executed by Guarantor. At Manager's opinion, the effectiveness of this Lease is conditioned upon Manager's receipt of a fully signed Guaranty Agreement executed by Guarantor. The fact that you have not provided an executed Guaranty Agreement does not release you from your liability under this lease and all Rent and other obligations. Signing the Guarantor Agreement does not provide occupancy or shared property rights to leased space.

Exhibits attached to this Lease:

Exhibit A Guaranty Agreement

Exhibit B Contact Information Addendum

Additional Terms and Provisions: Additional Terms and Provisions, as well as the Exhibits, are attached as subsequent pages to this Lease. **This Lease consists of this page and the Additional Terms and Provisions and the Exhibits.**

AGREEMENT:

Resident acknowledges and agrees that Resident has carefully read and understands this lease and that Resident acknowledges that this lease constitutes a binding and enforceable contract between Manager and Resident. Manager agrees to lease to Resident, and Resident agrees to lease from Manager the premises subject to the Terms and Provision of this lease. The individual living in the assigned space must sign a copy of this lease. You must be 18 years or older to sign this lease or an emancipated minor. If you are under the age of 18, and not an emancipated minor, a parent signature is also required and the parent of the Resident also agrees to the terms of this lease.

University:

UW residence Life & Dining Services

By: _____

Date: _____

Resident:

Name: _____

Signature: _____

For individuals under the age of 18:

Parents name (print): _____

Parent Signature: _____

Date: _____

W#: _____

ADDITIONAL TERMS AND PROVISIONS AND EXHIBITS FOLLOW THIS PAGE

ADDITIONAL TERMS AND PROVISIONS

I. PREMISES.

i. Description.

- a. Your sole use of a Bedroom in an Apartment in the Apartment Community as well as your specific Building, Apartment and Bedroom will be assigned to you by Manager prior to your moving into the Apartment;
- b. Together with the other residents of the Apartment, your shared use of the Common Areas in the Apartment and the Apartment Community (for purposes of this Lease, "Common Areas" are those areas within the Apartment to which you have access without going into another Bedroom and, within the Apartment Community, those areas to which all residents have general access);
- c. Your sole use of your furniture within your Bedroom; and your shared use of all appliances and furniture within the Common Areas of the Apartment; and;
- d. Your use of the mailbox assigned to you by Manager.

However, within 5 days after we provide written notice to you, we have the right to relocate you from one Bedroom in the Apartment to another or even to another Apartment in another Building within the Apartment Community based on space assignment need or emergency basis.

- ii. **Occupants.** Only you can live in the Premises. You may not permit another person to live in the Premises or in the Apartment. The Premises will be used only as a private residence and for no other purpose. While you cannot lease any part of your Premises to another person, you may be able to transfer your rights under this Lease to another person if we give our written consent but the giving of consent is at our sole discretion. Even if we agree to the transfer, you will still be liable for all of the Rent and other obligations under this Lease until the transfer is complete. Our consent to one or more transfers will not be a waiver of our rights of consent to any future transfer.

Resident recognizes UW and all apartments and rooms therein are designated for occupancy and/or use by undergraduate students enrolled in a minimum of six (6) credit hours or graduate students enrolled in a minimum of one (1) credit hour at the University of Wyoming and that proof of enrollment by means of a student identification number must be provided by Resident to Manager once per academic term or upon Manager's request to verify enrollment status, unless an exception is requested by Resident and submitted for review and approval by the University, in which case an alternate method of verifying enrollment must be provided by Resident. Failure to maintain student enrollment status and/or provide proof of enrollment once per academic term or upon request of Manager may be considered a default by Resident under the Lease and Resident may be required to vacate the Premises upon written notification by Manager. A default does not relieve the resident of the financial obligations under the contract.

We have the right, when any bedroom within the Apartment is unoccupied, to place a new resident in the unoccupied bedroom. You are not allowed to use any vacant room in your apartment for any purpose whatsoever. If we discover that you are using a room in your apartment that should be vacant, we have the right to charge an amount equal to 30 days rent for use of that room plus the cost of refurbishment. If this situation is discovered and none of the residents of the apartment claim responsibility, then the charges will be divided evenly among the leaseholders of the apartment. Multiple violations will result in multiple charges both for illegal use of the room and for refurbishment of the room.

Resident recognizes that Apartment Common Areas are identified as shared spaces for all of the residents within the unit. Residents of the apartment have equal responsibility and voice in determining care for and use of unit shared space.

The fact that you and your roommate may be in conflict with each other will not result in your being able to terminate this Lease.

Cohabitation living arrangements in a single bedroom are prohibited.

iii. Check-in and Condition on Starting Date.

- a. Check-in to the Apartment may occur on or after the Starting Date during UW Apartments Community Center operating hours.
- b. A Unit Condition Form will be provided to you at the time that you move into the Premises. Within twenty-four (24) hours of the day on which you obtain keys or check in, you need to tell us in writing on such form of any defects or damages in your Premises; otherwise, the Premises and the fixtures, appliances and furniture in the **Apartment will be deemed to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. Except for what you tell us in writing on the Unit Condition Form by the end of the day following the day you take possession, you accept the Premises and the fixtures, appliances and furniture in the Apartment in their "as-is" condition, with all faults. We make no express warranties and disclaim**

any and all implied warranties with regard to the premises and/or the fixtures, appliances, or furniture in the apartment.

iv. **Maintenance, Alterations, Room Decoration and Repairs.**

- a. You are responsible for and will take good care of the Premises and the furniture in the Premises and Common Areas. You will not remove any of our property, furniture or fixtures, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations of the Premises. We can hold you financially responsible for the cost of all repairs necessary due to damage caused by you, your guests' or any other person's violation of this Lease or the negligent or careless use of the Premises or any part of the Apartment Community. This may include without limitation damages from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, kitchen or laundry, damage to furniture, appliances, doors, windows or screens, damage by you or your guest (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it.) We reserve the right to require you to pay for damages or, at our discretion allow you as a condition of this Lease, to agree to repay us within 10 days after we send you an invoice, You agree to leave the Premises at the end of the Lease in good condition, reasonable wear excepted. "Reasonable wear" means wear occurring without violation of this Lease, negligence, carelessness, accident or abuse. Your obligations to pay the charges described in this paragraph will survive after the ending of this Lease.
- b. Please be advised that you may not make any permanent alterations to your room or furniture.
- c. Except in the event of an emergency, if you have a request for repairs or services to the Premises, or repairs or replacements of security devices or smoke detectors, the request must be in writing to the Manager via a work order request. In case of malfunction of utilities or damage by fire, water, storm or similar cause, you must notify us immediately. In case of malfunction in furnace or hot water heater, you must notify the Manager as soon as possible. Additionally, you are required to notify the Manager in writing promptly of: water leaks, electrical problems, carpet holes, broken glass, broken locks or latches, and any condition which you reasonably believe poses a material hazard to health or safety of you or others. Once Manager receives the notice, Manager will act with reasonable diligence in making necessary repairs and reconnections, but during that time you cannot stop payment of or reduce the Rent unless otherwise allowed by law.
- d. We may temporarily turn off equipment and/or interrupt utilities to your Apartment, your Building and/or the Apartment Community to avoid property damage or to perform work requiring such interruption as determined in our sole judgment. The Manager will not be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because the Manager is making repairs, alterations, or improvements to the Premises, the Apartment, the Building, or the Apartment Community. If you request any repairs by submitting a work order located on the UW RLDS web page, https://www.myschoolbuilding.com/myschoolbuilding/msbdefault_email.asp?frompage=myrequest.asp, and we approve such request, the repairs will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request you will have to pay in advance any additional charges resulting from such request.
- e. **The Manager is not liable to you or your guests for personal injury or damage or loss of personal property**, including any vehicle you own, use or is in your care, custody or control, from fire, smoke, rain flood, water overflow/intrusion/or leakage, standing water, storm, 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 our gross negligence or willful misconduct. **We urge you to obtain your own insurance for losses due to such causes.**
- f. Resident agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Apartment. To prevent or minimize the growth of mold in the Apartment,
 - i. Resident hereby agrees to the following:
 - a. Resident shall clean and dust the Apartment to maintain a minimum standard of cleanliness.
 - i. Under no circumstances should trash or recycling be left on the floor, hallways, corridors or porch landings. Trash shall be disposed of properly in the University of Wyoming Apartment community dumpster.
 - ii. Floors should be swept, mopped and vacuumed to remove accumulation of dirt and debris as needed.
 - iii. All kitchen appliances and counter surfaces should be wiped down and removed of food particles after each use.
 - b. To prevent or minimize the growth of mold in the Apartment, Resident hereby agrees to the following:
 - i. Resident shall remove any visible moisture accumulation in or on the Apartment, including on walls, windows, floors, ceilings, and bathroom fixtures,

- ii. Resident shall mop up spills and thoroughly dry affected area as soon as possible after occurrence,
 - iii. Resident shall use exhaust fans in kitchen and bathroom when necessary, and keep climate and moisture in the Apartment at reasonable levels.
 - iv. Resident shall keep the Apartment, particularly the kitchen and bath, sanitary and dry.
 - ii. Resident shall promptly submit a work order for any of the following conditions:
 - a. A water overflow/intrusion/or leakage, excessive moisture, or standing water inside the Apartment.
 - b. Mold or mildew growth in or on the Apartment that persists after resident has tried to remove it with household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach.
 - c. A malfunction in any part of the heating or ventilation system in the Apartment.
 - iii. Resident shall be responsible for the cleaning and the cost of repair to any plumbing fixture where a stoppage has occurred. You shall be responsible for the cost of repair or replacement of the garbage disposal, if any, where the cause of damage is blockage of the mechanism.
 - a. Resident is responsible to remove food particles and hair from all plumbing drains.
 - b. Under no circumstances should cooking oil or grease be disposed of in apartment plumbing fixtures or community landscaping including rocks, gravel, shrubs or grass.
 - iv. Resident shall promptly submit a work order immediately regarding the presence of insects and any other pests.
 - a. Resident must cooperate with Manager by granting timely access to the residents dwelling to inspect, plan, and eradicate.
 - b. Resident agrees to undertake all efforts and tasks recommended by a qualified expert.
 - c. Resident is also required to immediately notify Manager of any signs of re-infestation or indications that treatment has been ineffective.
 - v. You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. You are responsible for reporting smoke detectors or fire safety equipment not in working condition immediately by submitting a work order to https://www.myschoolbuilding.com/myschoolbuilding/msbdefault_email.asp?frompage=myrequest.asp.

Resident shall be liable to Manager for damages sustained to the Apartment or to the Resident's person or property as a result of Resident's failure to comply with the terms of this subsection.

- v. **UW Policies and Procedures.** You agree as follows:

- a. You agree to abide by the following:

- i. *Apartment and Residence Hall Policies.* Available online at www.uwyo.edu/reslife-dining/apartments or from the Residence Life & Dining Services office in the lower level of Washakie Dining Center
- ii. *Residence Life and Dining Services Damage/Cost Repairs* www.uwyo.edu/reslife-dining/apartments
- iii. *University of Wyoming Student Code of Conduct:* www.uwyo.edu/dos/programservices/judicial/code
- iv. *University of Wyoming Fee Book*
- v. UW Regulations
- vi. Local, state, and federal laws

Failure to abide by this lease and the above policies, procedures and regulation may result in, but may not be limited to, rescinding the use of all or part of University Apartments privileges, eviction, and disciplinary action as outlined in this lease and the above documents. You will be immediately suspended from occupancy if the University determines continued occupancy poses substantial risk or harm to the safety of yourself or others, or unduly interrupts legitimate operational processes of the University.

Any violation of the foregoing policies or procedures shall constitute a default under this Lease.

- II. **LEASE TERM. This Lease starts on the Starting Date, and ends at noon on the Ending Date.** You may not occupy your Premises until this Lease and other required documents have been fully signed by all parties.

Once the Student executes the Lease Agreement, the Student shall be obligated to pay all amounts due under this Agreement for the full duration of the term of this Agreement. If prior to the expiration of the License Agreement, Student ceases to be registered as a student at the University, Student shall become ineligible to occupy the Apartment and shall forfeit the Deposit and the Application Fee and shall be responsible for the remaining cost of the contract. In limited cases, at the discretion of the University, a Student who has ceased to be registered as a Student at the University may be permitted to reside in University housing, but not necessarily in the Apartment assigned pursuant to this License Agreement, until a date designated by the University.

If you intend to leave the Premises permanently prior to or at the Ending Date and you want us to return to you any remaining Security Deposit, you must provide the Manager with 60-days advance written notice submitted electronically on the UW RLDS website ([http://www.uwyo.edu/reslife-dining/apartments --> intent to vacate form](http://www.uwyo.edu/reslife-dining/apartments-->intent-to-vacate-form)) of the specific date you will be leaving and you must pay all Rent through the Ending Date by the time that you move out. Telling us about your leaving without delivering written notice to us is not sufficient. **Even if you give proper notice you are not released from liability under this Lease** and we can withhold your Security Deposit

unless all payments through the Ending Date have been made. Failure to provide 60 day advance written notice will result in a \$200.00 charge.

If you move out before the Ending Date, your Rent for the remainder of the Lease Term is still payable by you to us as you have violated the Lease. A buy-out clause or cancellation fee is not applicable. You may be able to release your rights under this Lease for the same terms and conditions to another person provided the Manager gives written consent, but our consent is at our sole discretion. The new applicant must be approved by the Manager. Your obligations will be terminated under this lease contract once the new applicant has been approved, moved in and paid the first month's rent. Should your request to transfer your rights under this Lease be approved, you also have to pay us a re-leasing charge equal to \$200.00, which charge will serve to partially defray our costs in making the Premises available for re-leasing the Premises. The re-leasing charge is not a cancellation fee, buy-out fee or a limitation of damages collectable by us.

If Resident requests to transfer to a different bedroom or apartment during the Lease Term, Resident must pay a \$100.00 transfer fee before transfer is approved.

If for any reason, unrelated to the negligent or bad actions of Resident (s) or to any act of Nature beyond the control of Manager, unit is not habitable for a period of time prior to the start date of the Lease or after the Lease has commenced, Resident's obligation to pay rent pursuant to this Agreement is not relieved. Manager will provide comparable alternate accommodations until unit is habitable. A refund or rebate of rent or other fees or relief from future rent payment is at the sole discretion of Manager.

Move-out Condition/Abandoned Property.

- a. When you leave, whether at or prior to the Ending Date, the Premises, including windows, bathrooms, patios, balconies, kitchen appliances and furniture in the Common Areas, must be clean and in good repair and condition. If you fail to clean the Premises or if any furniture or appliances have been damaged, then you will be liable for reasonable charges to complete such cleaning, repair or replacement.
- b. You are required to schedule a check out (inspection or Express) with Manager or a Member of Manager's staff. Upon receiving the written notice Manager or a member of Manager's staff will coordinate the scheduling of an appointment where both parties can be present for a check out inspection. Arrangements may be made for an Express Checkout with the approval of Manager.
- c. A 60-day notice is required to avoid a Penalty Fee of \$200.00. The vacating date may not be changed to a later date due once it is submitted.
- d. If you dispute cleaning or maintenance charges applied at check-out and you wish to appeal applied cleaning and maintenance charges you must submit a detailed explanation and written request to the University with-in 30 days of checkout date.
- e. Property left behind by residents following check-out and agreement termination is considered abandoned. The resident shall be charged for any costs incurred by moving or removing property from premises. Abandoned items will be subject to UW disposal procedures. Materials of personal, biological, or environmentally hazardous nature may be disposed of immediately pursuant to W.S. 1-21-1210. Unlicensed, improperly licensed, or inoperable vehicles left in parking lots, at any time, will be towed away and disposed of at the owner's expense.

III. RENT AND ADDITIONAL CHARGES. You will pay us the Rent (Base Rent, and any other fees or charges which are payable by you at the same time installments of Base Rent are payable) on or before the date on which it is due and without us having to make demand for payment. All checks should be made payable to Manager. The Rent is payable at the Manager's office at the Manager's Address (or at such other place as we may notify you in writing). Credit and Debit Card payment can be accepted on-line at no extra charge to the resident. Except as provided by law, you have no right to withhold or offset any part of your Rent for any purpose, even an Act of Nature or to reduce any of your costs or damages. At our option, we can require Rent, fees, or charges payable to us be paid in either certified or cashier's check, money order or personal check. In addition if three (3) of your personal checks for Rent are returned to the University of Wyoming due to insufficient funds, we will require that all money payable to us be paid in either certified or cashier's check or money order.

- i. Regardless of whether it is a holiday or weekend, Rent is due on the first (1st) day of each month. Rent is late if Rent is received by Manager on or after the fifth (5th) day of the month, and Manager will charge you (and you agree to pay) an initial late charge of \$30.00, in addition, from and after the sixth (6th) day of the month, Manager will charge you (and you agree to pay) \$5.00 per day until you have paid everything that you owe. You also agree to pay a \$25.00 charge for each returned check (plus any fees charged to us by our bank) plus the above late charges until we receive acceptable payment.
- ii. At our option and without notice to you, any payment that we receive may be applied first to your obligations which do not constitute Rent and, then to Rent (with any past due Rent being paid first), regardless of whether or not you have made notations on checks or money orders and regardless of when or how the obligation came about.
- iii. While we are not required, we can accept partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder of such Rent. You agree to sign any documentation necessary for us to accept a partial payment of Rent. Because the Manager may accept a partial payment does not imply that the Manager accepts the account as being current. In the event that your Rent is not paid in full, Manager will charge you (and you agree to pay) late fees on any outstanding balance.

- iv. You are liable for all costs or charges associated with Manager having to provide special services to you or at your request and for all fees or fines as described in the Student's Responsibilities and Rights for Residence Life & Dining (the Apartment and Residence Hall Policies referenced in the Section on P. 4), 'A' in guaranty.

IV. SECURITY DEPOSIT. As a condition to the effectiveness of this Lease, you must deposit with the Manager the Security Deposit (this may have been paid at the time you completed your application for this Lease) as partial security for all of your obligations under this Lease. A Resident that fails to move in to their apartment by the beginning of the term date will be considered in violation of the executed lease agreement and will surrender the full amount of the Security Deposit in addition to the full financial obligation of the contract. The Security Deposit will not be our limit of damages if you violate this Lease, and you may be liable for damages in excess of the Security Deposit. Among other items, the cost of labor and materials for cleaning and repairs in excess of "normal wear" and the amount of delinquent payments of Rent and other charges, and late charges, may be deducted by us from the Security Deposit to its full amount. You cannot use the Security Deposit to offset or pay in advance any Rent or any other charges under this Lease, but we can use, if we so choose, all or any part of the Security Deposit for any of your unpaid obligations. You agree that we have thirty (30) days after (a) expiration of termination of this Lease, (b) surrender of the Premises (including return of all keys and physically vacating the Premises) or fifteen (15) days after (c) receipt of the renter's new mailing address, whichever is later pursuant to W.S. 1-21-1208, to return any unused portion of the Security Deposit to you. Along with that return, we will provide to you a description and itemized listing of deductions that we have made from the Security Deposit. If we surrender our interest in the Apartment Community and your Security Deposit is transferred to the new manager, we will not have any further liability to you for the return of all or any portion of the Security Deposit, and you must look to the new manager for return of the Security Deposit.

V. UTILITIES. We agree to furnish water, sewer, trash removal from designated collection points, and satellite television, and wireless internet for the Apartment. We are not responsible or liable for your use of the Internet.

We will provide your Apartment with a total electric/gas utility allowance ("Utility Allowance") for three bedroom units will be \$45.00, and a four bedroom unit will be \$60.00 per month for application toward your electric/gas bill. Individual use varies widely, and your total electric/gas bill may be substantially in excess of the Utility Allowance. If the electric/gas bill for your Apartment exceeds the Utility Allowance, you and the other residents will be billed for the excess amount and you will be responsible for payment of your proportionate share (based upon the number of residents in your Apartment) of such excess amount as additional rent, which amount is due upon your receipt of a bill. The electrical/gas service provider, metering company or Manager will separately meter the Apartment for electricity/gas and you and the other residents of the Apartment will be billed and required to pay those utilities used during the Lease Term. Utility billing will reflect resident's actual usage from the previous month. All utilities may be used only for normal household purposes and must not be wasted.

VI. IDENTIFICATION REQUIREMENTS. Residents and guest(s) of the Apartment Community, when requested by management, must present a valid picture ID. Failure to do so may result in temporary and/or permanent guest removal from the Apartment Community. All Residents and guest(s) are required to be in possession of identification at all times. Please refer to the Student Code of Conduct for information regarding false identification.

VII. LIABILITY/INDEMNITY. The Manager, or our respective employees, agents and affiliates, will not be liable to you or any of your guests for injury, damage, or loss to person or property caused by, arising from, or associated with the criminal conduct of you or other persons, including without limitation theft, burglary, assault, vandalism, or other crimes, or your personal conflict with your roommates. We have no duty to remove ice, sleet or snow, but we may do so in whole or in part, with or without notice to you.

Except for Manager's liability arising under the applicable law, you, for yourself and for your guests, release us, the Manager, The University of Wyoming and our employees, officers, trustees, and agents, and the State of Wyoming and our respective successors and assigns (collectively, the "Released Parties") from any and all claims and/or damages (i) for loss or theft of your or your guest's personal property and/or an owned or operated vehicle, and/or (ii) which may arise out of any accidents or injuries to you, members of your family or your guests, in or about the premises, the apartment, the building, or the apartment community, even if such a claim or damage was cause in whole or in part by the negligence of the released parties. You assume for yourself and all members of your family or your guests, any and all risks in connection with the use of the apartment, the common areas, the apartment community, or the apartment community's recreational facilities or other amenities, it being understood that all such facilities and amenities are gratuitously supplied for your use and at the user's sole risk.

You hereby indemnify each of the released parties from and against any and all claims, liabilities, actions, costs, and damages which we or any of them may suffer or incur as a result of your negligence, willful misconduct, and/or violation of this lease.

If Resident files suit against us and a judgment is found in our favor, the Resident will pay all legal fees we incurred in defense of the suit. Resident also waives his/her right to a jury trial.

VIII. DEFAULT AND REMEDIES.

- i. You are in violation of this Lease if:
 - a. You fail to pay Rent or any other amount owed under this Lease as and when required by this Lease;
 - b. You or your guest(s) violates this Lease, including all Regulations, Policies and Procedures, Laws, or other Exhibits referred to in this Lease, any apartment or amenity rules, or fire, health or criminal laws, codes, and regulations, regardless of whether arrest or conviction occurs;
 - c. Any of the utilities which are payable by you or the other residents of the Apartment are not paid on a timely basis.

- d. You abandon the Premises. We may assume that you have abandoned the Premises if your personal property has been removed from the Premises and/or you are not living in the Premises;
 - e. You or the Guarantor have made any false statement or misrepresentation of any information supplied to us;
 - f. You create a nuisance or disturbance within the Apartment or the Apartment Community;
 - g. You fail to pay any charges or fees within 10 days after it is levied in accordance with this Lease or the Policies and Procedures;
- ii. If you are in violation of this Lease, we can, without demand or notice (other than as provided in this paragraph or as otherwise required by applicable law) in addition to other remedies allowed and to the extent permitted by applicable law, do any or all of the following:
- a. Collect any charges or fees imposed by the Laws, Regulations, Policies and Procedures, and Codes of Conduct referenced in this lease;
 - b. Bring a legal action against you to collect past due Rent and any other damages we have incurred because of your violating the Lease;
 - c. Terminate your right to occupy the Premises, institute an action for forcible entry and detainer, without terminating the Lease or your monetary obligations for the Premises by giving you written notice for you to vacate the Premises pursuant to W.S. 1-21-1002, W.S. 1-21-1003;
 - d. Bring a legal action against you to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease or until another person takes occupancy (and then, we can still recover from you the difference between the Rent you were required to pay and the Rent actually paid by the new resident, together with any expense we incur to release the Premises);
 - e. Report all violations to credit reporting agencies;
 - f. Report all violations to University of Wyoming Officials which may adversely affect the Resident's status as a student; and/or report all violations to criminal/judicial authorities.

The exercise of any remedy by us shall not be deemed to exclude or waive our right to exercise against you any other right or remedy which we might have. After we give you notice to leave the Premises or if we file a forcible entry and detainer suit (eviction), even if we accept Rent or other sums due, such acceptance does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it in writing.

In the event we bring an action against you because of your violation of this Lease, we can recover all costs or fees involved, including reasonable attorney's fees, as part of any judgment.

- IX. MANAGER'S RIGHT TO ENTER.** The University Residence Life & Dining Services reserves the right to enter and inspect Premises at any time with or without notice to perform the following functions: 1) to inspect and confirm a Student's compliance with the terms of this Agreement; 2) for protection of health and safety; 3) for emergencies; 4) to perform maintenance, repairs, improvements, or energy conservation efforts; 5) to address violations of university rules or regulations; or 6) to address violations of state or federal laws." The entry can be gained by use of passkey or other means to include breaking a window or other means if locks have been changed in violation of this Lease, and you will be liable for any damage caused thereby.
- Resident submitted work orders at**
https://www.myschoolbuilding.com/myschoolbuilding/msbdefault_email.asp?frompage=myrequest.asp for the apartment common areas, bedrooms and bathrooms authorize the Manager, our respective agents, employees, repairers, pest control agents, services and representatives permission to enter the Premises during normal working hours to diagnose and complete necessary repairs.
- With forty-eight (48) hours prior written notice to you, we can also enter the Premises to show a Bedroom or the Apartment to Owner, government inspectors, lenders, prospective buyers, prospective residents, other Residents or insurance agents. Resident understands that management will periodically enter Resident's apartment and/or bedroom to conduct maintenance and/or inspections on said premises. The dates of these inspection visits will be posted conspicuously on the UW Bison Run Village Property at least twenty-four (24) hours prior to the entry. By this lease, Resident grants Manager, Manager's agents, Manager's Contractors, and/or any other persons necessary to the effectuate said maintenance and/or inspections the right to enter Resident's apartment and/or bedroom without notice to Resident of the specific date and time of the entry so long as the entry date falls within the period proscribed on the posted notice.
- Manager, and our respective agents, employees, repairers, pest control agents, services and representatives reserve the right to enter occupied apartments to prepare vacated bedrooms and bathrooms for new lease arrivals. In addition we may require that remaining residents in these apartments remove personal items from the common area to allow cleaning and maintenance of these areas to occur.

In addition Manager will cooperate with outside agencies operating under a legal search warrant.

- X. FIRE OR OTHER CASUALTY.** If in our reasonable judgment, the Premises, the Building or the Apartment Community is materially damaged by Fire or other casualty, we may terminate this Lease within a reasonable time after such determination by giving you written notice of such termination. If we terminate the Lease, and you did not cause the loss, we will refund prorated, prepaid Rent and the Security Deposit, less lawful deductions. If we determine that material damage has not been caused to the Premises, the Building or the Apartment Community, or, if we have elected not to terminate this Lease, we will, within a reasonable time, rebuild the damaged improvements. During such reconstruction, there shall be a reasonable reduction of the Rent for the unusable portion of the cause of the fire or casualty.
- XI. SUBORDINATION.** The lien of any lender(s) of loans secured by Owner's interest in the Apartment Community will be superior to your rights as a Resident under this Lease. Therefore, if Owner or Manager violates the loan and a lender becomes the owner of Owner's

interest in the Apartment Community, such lender may terminate this Lease or it may elect to continue this Lease. Your rights under this Lease are therefore subject to the rights of the lender(s) of loans secured by Owner's interest in the Apartment Community.

- XII. **RESPONSIBILITIES AND RIGHTS.** You and your guests must comply with all Regulations, Policies and Procedures and any additional rules and policies which we adopt for the Apartment Community, including without limitation the Apartment and Residence hall Policy. These rules and policies are considered to be part of this Lease and we can revise, change, amend, expand or discontinue the rules and policies at any time at our sole discretion by posting a notice for 30 days on a bulletin board or other area that we designate for notices to residents or by written notice to you.
- XIII. **Wage Offset.** If you are a University employee, you agree that if you are in default related to any fees under this agreement, the Manager can deduct the fees from your next paycheck.
- XIV. **SALE OF APARTMENT COMMUNITY.** Any sale of the Apartment Community shall not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new manager of the Apartment Community or such interest therein will be responsible for the performance of the duties of Manager which arise from and after the date of such sale.
- XV. **RESIDENT INFORMATION.** If you or the Guarantor has supplied information to us by means of a rental application or similar instrument, you represent that all such information is true and correct and was given by you and the Guarantor voluntarily and knowingly. If someone legally requests information on you or your rental history for law enforcement, government or business purposes, we can provide it.
- XVI. **LIABILITY OF RESIDENTS.** Each resident of an Apartment is jointly and severally liable with the other residents of the Apartment for lease obligations relating to Common Areas; however only you are liable for the lease obligations relating to your Bedroom and the payment of your Rent and other payment obligations under this Lease. You are not liable for any of your fellow resident's obligations as to their bedroom or their rent payable to us. **Your bedroom has been assigned to you by the Manager. If you fail to move into the correct bedroom, elect to switch rooms with a roommate, you are still responsible for the room that you were assigned to. We are not obligated to rearrange room assignments. Any damages to the room that you were assigned to are entirely your responsibility. Residents are responsible for any damage/violations caused by their guests.**
- XVII. **LIABILITY OF MANAGERS.** If we violate this Lease, before you bring any action against us for such violation, you must first give us written notice of the nature of our violation and allow us 30 days to cure it.
- XVIII. **SAFETY.** The manager does **not** guarantee your safety or security. You must exercise due care for your safety and security and the safety and security of others. Please read the safety guidelines located in the *Student Responsibilities and Rights*. **None of our safety measures are an express or implied warranty of security or a guarantee against injury, loss, crime, or of a reduced risk of crime. You acknowledge that we are not liable to you or your guests for injury to persons or damage or loss or property caused by other description or form including personnel, lighting, alarms, gates, fences, or notices of criminal activity or suspicious events. You acknowledge that we can discontinue any such items provided at any time without notice. You acknowledge that the premises are not a security building and that you do not hold us to a higher degree of care. You are responsible for your own safety and security.**
- XIX. **GENERAL.** With regard to all provisions of this Lease, time is of the essence (this means that timing is very important in the performance of all matters under this Lease, and all deadlines will be strictly enforced). Your execution of this Lease confirms that no oral promises, representations or agreements have been made by Manager or any of our representatives. This Lease is the entire agreement between parties. We make no representations or warranties that all residents of the Apartment Community will be students. Only Manager and our authorized representatives may waive, amend or terminate this Lease or any part of it.

All Lease obligations are to be performed in Albany County, Wyoming and this Lease shall be governed by and interpreted under the laws of the State of Wyoming. The Manager does not waive its sovereign immunity or its governmental immunity by entering into this Lease and fully retains all immunities and defenses provided by law with regard to any action based on this Lease. Any actions or claims against the manager under this Lease must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

Unless this Lease clearly states otherwise, all sums owed by you are due upon demand. Any delay by Manager in enforcing, or failure to enforce, our rights shall not be a waiver under any circumstances of our future right to enforce such rights. Omission of initials as indicated throughout the lease will not invalidate this Lease. If any part of this Lease is not valid or enforceable, it shall not render the remainder of this Lease invalid or unenforceable.

- XX. **MANAGER/NOTICES.** Manager is the Manager of the Apartment Community. Any notices you need to send to us under this Lease (other than service of process on us) are to be delivered to Manager. All notices delivered under this Lease must be delivered by personal delivery or certified mail; return receipt requested and will be considered delivered and received upon actual receipt. All notices to you can be delivered to your Apartment and/or to your mailbox. Managers address for purposes of service of process on Manager is as follows: Department 3394 1000 E. University Ave., Laramie, WY 82071

- XXI. **SPECIAL PROVISION. (FOR MANAGER USE ONLY)** The following special provisions have been added to and are a part of this Lease:

EXHIBIT A

GUARANTY AGREEMENT

I/we, _____, as Guarantor for _____, resident and signator of the Lease Agreement between the University of Wyoming and Resident for the lease period of _____ to _____, do agree to guarantee, be responsible for and pay rent or other damages owed by or caused by Resident pursuant to the lease identified above, in the event Resident does not fulfill his or her obligations under the lease. I/we specifically understand that consideration for this Guaranty Agreement is the above named Resident being eligible for the lease agreement with the University.

Guarantor understands and agrees that the application shall not be considered by Manager of University of Wyoming Bison Run Village until the application fee is paid. Guarantor understands and agrees that this agreement does not give the Guarantor any rights to premises, including but not limited to, the right to occupy the Premises. Guarantor understands and agrees that the application is used by Manager for the payment of processing of the application which includes the cost of verifying the authenticity of the information provided and to obtain or otherwise procure information regarding guarantors credit history, criminal background, and rental references. As such guarantor understands and agrees that the application fee is NONREFUNDABLE. Guarantor, by signing this application, represents that the information provided herein is true and correct to the best of his/her knowledge. In the event that Manager discovers that any information provided herein is false, guarantor understands and agrees that Manager may, at Manager's sole option, reject this application and immediately rescind any current or future agreement with guarantor.

By signing this application, the undersigned guarantor authorizes Manager to obtain a consumer credit report and any other information necessary in Manager's sole discretion to assist in the evaluation of this application for occupancy. Guarantor understands and agrees that any such information obtained by Manager may include, but may not be limited to, guarantor credit history, criminal record, evidence of any civil litigation and civil judgments, records of arrest, past rental history, employment history, salary information and history, vehicle records, driver's license records, driving history, or any other information. Guarantor releases Manager, its principals, investors, employees, agents, vendors, the owner(s) of the community or property generally described in the application and any furnisher herein or supplier of information related to this application from any and all liability in the procurement, use, distribution, and possession of all obtained information. Guarantor also understands and agrees that the information provided in this application and other consumer reports to include credit history, criminal record, evidence of any civil litigations and civil judgments, records of arrest, past rental history, employment history, salary information and history, vehicle records, driver's license records, driving history, or any other information may be provided to state, local, and/or federal government agencies.

Guarantor Name (printed): _____

Guarantor Address: _____

City/State/Zip : _____

Telephone: Home: _____ Work: _____

Guarantor Signature: _____

Date: _____

Student Name: _____ W#: _____

Manager, UW Residence Life & Dining Services

By: _____ Date: _____

EXHIBIT B

Contact Information Record

You are responsible for providing and updating this Contact Information Record to reflect where important notifications, documentation, and communication may be sent to you during and following the lease term. By signing below you agree to keep this information up to date. You further agree that any information related to this agreement including, but not limited to, information related to any legal proceeding related to this lease, can be sent to the address you provide below. **I hereby certify that I will receive communication sent to these addresses or received at this phone number.**

Name: _____ Birthdate: _____

Cell phone or Contact Number: _____

Email: _____

W#: _____

Has Resident ever been convicted of, made to plea guilty to, or accepted a deferred prosecution to a felony, or have been required to register as a sex offender? Yes No

Signature: _____ Date: _____

Manager, UW Residence Life & Dining Services

By: _____ Date: _____