

**UNIVERSITY OF WYOMING LEASE AGREEMENT**  
**River Village By the Room**

**Date:**

**1. Parties.** The University of Wyoming (“University” “UW Residence Life and Dining Services” “RLDS” “we” “us” or “our”) hereby leases to \_\_\_\_\_ (“Resident” “you” or “your”), the premises outlined in Section 2 below (“Premises”) subject to the terms and conditions of this Lease.

**2. Premises.** The University leases the following Premises to Resident:

A. Apartment Community: \_\_\_\_\_

B. Apartment Number: \_\_\_\_\_

C. Apartment Type:

1.  Two story, two bedroom, 1 bath, Bedroom A
2.  Two story, two bedroom, 1 bath, Bedroom B
3.  One story, two bedroom, 1 bath, Bedroom A
4.  One story, two bedroom, 1 bath, Bedroom B

D. Apartment being taken “as-is”? (see Section **13. Check-in Procedures** for more information)

E. Mailbox and mailing address: The Residence Life and Dining services department will provide Resident with an assigned mailbox. Residents in River Village Apartments will share with another resident in unit. This units mailing address is as follows:

Post: \_\_\_\_\_ Box: \_\_\_\_\_  
 Laramie WY, 82072

**3. Term.** The term of this Lease shall begin on **08/01/2020** and end on **06/30/2021**, unless this Lease is terminated, extended, or revoked as outlined in this Lease.

**4. Fees.**

A. **Application Fee.** The application fee is a nonrefundable fee of \$75.00 that is due at the time of application and is used to cover contract administrative costs. The application process is not complete and a space will not be offered until the application fee is paid.

B. **Security Deposit and first installment.** Resident is required to pay the following applicable security deposit and first installment and sign all required documents within 5 business days after receiving their lease agreement:  
 i. \$190 One Bedroom + **first Rent installment**

C. **Furnished Apartments.** All River Village lease by the room units are furnished and this cost is included in the monthly installment.

D. **Rent.** The Rent for the Lease Term is \$\_\_\_\_\_, which is payable in 11 installments. Resident agree to pay such Rent as follows: (includes furniture fees if applicable)

INSTALLMENT AMOUNT:	DUE DATE:	INSTALLMENT AMOUNT:	DUE DATE:
	Upon lease signing		2/1/2020
	9/1/2019		3/1/2020
	10/1/2019		4/1/2020
	11/1/2019		5/1/2020
	12/1/2019		6/1/2020
	1/1/2020		

**5. Eligibility.**

A. The University reserves the right, in its sole discretion, to establish, change, or supplement the criteria for individuals to be eligible to live in the University apartments. It is specifically understood and agreed that an individual shall be ineligible to be or continue to be a Resident of a University owned apartment if the Resident fails to be and remain, throughout the term of the Lease, an undergraduate student enrolled in a minimum of six (6) credit hours or a graduate student enrolled in a minimum of one (1) credit hour at the University. Failure to maintain student enrollment status and/or provide proof of enrollment once per academic term or upon request of University may be considered a default of this Lease by Resident and shall be dealt with in accordance with Section 23.

B. Unless an exception is granted by the University, student enrollment status will be verified by Residence Life & Dining Services staff.

C. If space allows, non-adjunct faculty and classified staff of the University will be eligible to reside in the University owned apartments. If an individual's employment with the University ends, the University may terminate this Lease immediately. It is the responsibility of the resident to notify Residence Life and Dining services immediately if employment with the University ends.

**6. PREMISES. Description.** Your sole use of a Bedroom in an Apartment in the Apartment Community as well as specific Building, Apartment and Bedroom will be assigned to you by University prior to your moving into the Apartment; Together with the other resident 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); 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; Your use of the mailbox assigned to you by University, this mailbox will be shared with all Apartment residents.

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 within the Apartment Community based on space assignment need or emergency basis.

**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.

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 or any guest 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. 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 units 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.

**7. Changes to Premises.** Upon 5 days written notice to Resident, the University, with or without cause, has the right to relocate Resident to a different Apartment or Apartment Community. If for any reason, unrelated to the negligent actions of Resident, the Premises is not habitable, the University will provide comparable alternate accommodations until the Premises is habitable. A refund or rebate of rent or other fees are at the sole discretion of the University.

**8. Termination.** Resident agrees that once this Lease is signed by Resident, the Resident is obligated to pay all amounts due under this Lease. Resident may be released from this Lease if one of the following situations occurs:

A. Resident graduates from the University at **Fall** commencement.

B. Students released from the contract due to graduation, exchange programs, student teaching, being called to active military service off-campus, and/or internships outside of Laramie, Wyoming will have their contract terminated upon receipt of proper documentation

- C. Termination may not happen prior to the start of the program specified above.
- D. Before terminating the Lease under one of the above four options, the Resident must provide written documentation to support termination at least 60 days before termination of the Lease.
- E. As stated in the Check-Out section of lease, this documentation is required to avoid a \$200 penalty fee **9. Laws, Regulations, Policies, and Procedures.** Resident agrees to comply with all applicable federal, state and local laws, University of Wyoming fee book, and University regulations, policies and procedures, including but not limited to, the following:

- A. Residence Life & Dining Services Apartments Policies & Procedures are available online at [www.uwyo.edu/reslife-dining/apartments](http://www.uwyo.edu/reslife-dining/apartments) or from the Residence Life Apartments office in the Apartment Community Center.

- B. Residence Life and Dining Services Damage/Cost Repairs. [www.uwyo.edu/reslife-dining/apartments](http://www.uwyo.edu/reslife-dining/apartments)

- C. University of Wyoming Student Code of Conduct. <http://www.uwyo.edu/dos/conduct/index.html>

Resident understands that they are subject to the University's judicial process as outlined above. Failure to abide by the above policies, procedures and regulations is considered a default of this Lease and may result in, but may not be limited to, rescinding the use of University Apartments privileges, eviction, and disciplinary action. Applicable University regulations, policies, and procedures are hereby incorporated into this Lease. The University reserves the right to revise or amend these documents at any time at our sole discretion without notice. Resident further understands that Resident is responsible for compliance with the above policies, procedures and regulations by any temporary guest/s while on University Apartment property.

#### **10. Security Deposit.**

- A. Resident must pay a security deposit as outlined in Section 4. If Resident fails to move in to the Premises by the beginning of the term date, Resident is still responsible for all fees, including Rent, as outlined in Section 4. If the Resident violates this Lease, the University may keep the Security Deposit and also charge for any damages. Among other items, the cost of labor and materials for cleaning and repairs in excess of "normal wear" may be deducted by the University from the Security Deposit to its full amount; charges in excess of the security deposit can be assessed. In addition, the University can choose to use all or any part of the Security Deposit for any unpaid obligations related to this Lease.

- B. The University has thirty (30) days after (a) expiration or 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 Resident. Along with that return, the University will provide Resident with a description and itemized listing of deductions from the Security Deposit. If the University surrenders interest in the Apartment Community and Resident's Security Deposit is transferred to new ownership, Resident agrees that the University will not have any responsibility to return all or any portion of the Security Deposit.

#### **11. Payment Method and Dates.**

- A. Resident agrees to pay the Rent and any other applicable fees on or before the date on which it is due and without us having to make demand for payment. The Rent is payable at the Residence Life and Dining Services Office (or at such other place as the University may notify Resident of in writing).

**Residence Life and Dining Services**

**C/O Business Office**

**1000 E University Ave Dept. 3394**

**Laramie WY, 82071**

Credit and Debit Card payment can be accepted on-line at no extra charge to the resident. All checks should be made payable to RLDS Apartments. The University can require payment be made in either certified or cashier's check, money order or personal check. Resident can pay with only a Visa or MasterCard online. Resident can only drop off a check at the Apartments Community Center. Resident can pay with cash, money order, check, or any type of card in the business office in the basement of the Washakie Center.

- B. Resident agrees to pay a \$25.00 charge for each returned check. If three (3) personal checks are returned to the University due to insufficient funds, the University will require that all payments under this Lease be paid in either certified or cashier's check or money order.

C. Regardless of whether it is a holiday or weekend, Rent is due on the fourth (4<sup>th</sup>) day of each month. Rent is late if Rent is received by the Residence Life and Dining Services department on or after the fifth (5<sup>th</sup>) day of the month. For late rent or other fees, Resident agrees to pay the following late fees, (1) an initial late charge of \$30.00 and (2) after the sixth (6<sup>th</sup>) day of the month \$5.00 per day until all outstanding fees are paid.

D. At the University's option and without notice to Resident, any payment may be applied first to the Resident's outstanding fees, other than Rent, and then to Rent, with any past due Rent being paid first, regardless of whether or not Resident has made notations on checks or money orders.

E. While the University is not required, the University may accept partial payment of Rent. However, this does not waive the University's rights to collect and enforce the payment of the remainder of such Rent and the Resident is still responsible for payment of the full amount of Rent. Resident agrees to sign any documentation necessary for the University to accept a partial payment of Rent.

**12. Utilities.** The University agrees to furnish electric/gas, water, sewer, and trash removal from designated collection points, satellite television, and an internet connection for the Premises. The University is not responsible/liable for Resident's use of the Internet. The University will make reasonable efforts to provide continuous service, but cannot guarantee uninterrupted service. The University is not responsible for any loss to Resident as a result of interrupted service.

**13. Check-in Procedures.** Check-in to the Apartment may occur on or after the first date of this Lease. An Apartment Condition Form will be provided to Resident at the time of check-in. Within twenty-four (24) hours of check-in, Resident may complete the form, noting any defects or damages in the Premises. Any defects or damages not noted on the form will result in fees which will be assessed in accordance with Section 14. Except for what is noted on the Condition Form, **Resident accepts the Premises and the fixtures, appliances and furniture in the Premises "as-is". The University 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 Premises.**

**14. Check-out Procedures.**

A. 30 days written notice of Resident's intent to vacate by the Resident is required to avoid a Penalty Fee of \$200.00. The Intent to Vacate form date may not be changed to a later date once it is submitted due to the immediate reassigning of the apartment. Resident must complete the intent to vacate form available at:

<http://www.uwyo.edu/reslife-dining/apartments> -- Intent to vacate form

B. Resident is required to schedule a check out with Residence Life and Dining services department. Upon receiving the written notice required by Section 14(A), Resident will coordinate the scheduling of an appointment where both parties can be present for a check out inspection. Arrangements may be made for an After Hours Checkout with the University approval.

C. When Resident vacates, whether at or prior to the end of this Lease, 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 Resident fails to clean the Premises or if any furniture or appliances have been damaged, then Resident will be liable for all charges related to cleaning, repair and/or replacement. If you are the last Resident to move out of your unit (meaning all other residents in your unit have checked out), you will be liable for any and all common area damages and/or cleaning charges.

D. If Resident would like to dispute any cleaning or maintenance charges, Resident must submit a detailed explanation and written request to the Apartment Office within 30 days of the checkout date.

**15. Abandoned Property.** Property left behind by Resident at check-out and/or termination of this Lease is considered abandoned. Resident shall be charged for any costs incurred to move or remove the property from the Premises. Abandoned items will be subject to the University's 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 will be towed away and disposed of at the owner's expense.

**16. Identification Requirements.** Resident and guest(s) of the Apartment Community, when requested by RLDS staff, must present a valid picture ID. Failure to do so may result in temporary and/or permanent 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.

**17. Maintenance, Alterations and Repairs.**

- A. Resident agrees not to make any permanent alterations to the premises, and if a furnished apartment, the furniture. Resident shall not remove any University property, furniture or fixtures.
- B. Resident will not perform any repairs, painting, wall papering, or electrical changes to the Premises. Except for reasonable wear, the University can hold Resident financially responsible for the cost of all repairs that are necessary due to damage caused by Resident or Resident's guests. This may include, but is not limited to, damage from waste water stoppages caused by foreign objects in utility lines, damage to furniture, appliances, doors, windows or screens. The University reserve the right to require Resident to pay for damages or, at our discretion allow Resident as a condition of this Lease, to agree to repay us within 10 days after the University sends Resident an invoice. "Reasonable wear" means wear that is not a result of or partially related to violations of this Lease, negligence of the Resident, carelessness of the Resident, accident or abuse cause by the Resident. Resident's obligations under this paragraph survive even after the termination of this Lease.
- C. Except in the event of an emergency, all repairs or services to the Premises must be submitted as soon as possible in writing to the University Apartment Office via a work order request (available at: [https://www.myschoolbuilding.com/myschoolbuilding/msbdefault\\_email.asp?frompage=myrequest.asp](https://www.myschoolbuilding.com/myschoolbuilding/msbdefault_email.asp?frompage=myrequest.asp) ).
  - a. Emergencies should be called in immediately to **307-760-3130**-examples of emergencies:
    - i. Malfunction of utilities
    - ii. Damage by fire, water, storm or similar cause.
    - iii. Major water leaks – where a bucket will not hold the water for a period of time.
    - iv. Electrical problems
    - v. Broken glass, broken locks or latches
    - vi. Any condition which Resident reasonably believe poses a hazard to an individuals' health or safety.

Once the Apartment Office receives the notice, the University Apartment Office agrees to act with reasonable diligence in making necessary repairs and reconnections, but during that time Resident cannot stop payment of or reduce the Rent. Non-emergency repairs will be done during our usual working hours.

- D. Resident must not disconnect, cover or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. Resident is 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](https://www.myschoolbuilding.com/myschoolbuilding/msbdefault_email.asp?frompage=myrequest.asp)
- E. The University may temporarily turn off equipment and/or interrupt utilities to Resident's Premises, Building and/or the Apartment Community. The University will not be liable for any inconvenience, discomfort, disruptions or interference for such interruptions.

### **18. Cleaning of Premises.**

- A. Resident is responsible for regularly cleaning his/her room/Apartment. 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 Apartment community dumpster. All kitchen appliances and counter surfaces should be wiped down and removed of food particles after each use.
- B. Resident agrees to take reasonable steps in order to prevent or minimize the growth of mildew within the Apartment. To prevent or minimize the growth of mildew in the Apartment, Resident hereby agrees to the following: **(1)** Resident shall remove any visible moisture accumulation in or on the Apartment, including on walls, windows, floors, ceilings, and bathroom fixtures, **(2)** Resident shall mop up spills and thoroughly dry affected area as soon as possible after occurrence, **(3)** Resident shall use exhaust fans in kitchen and bathroom when necessary, and keep climate and moisture in the Apartment at reasonable levels, and **(4)** Resident shall keep the Apartment, particularly the kitchen and bath, sanitary and dry. Resident shall promptly create a work request regarding the presence of any mildew growth in the Apartment that persists after Resident has tried to remove it with household cleaning products intended to remove mildew.
- C. Resident agrees to remove food particles and hair from all plumbing drains and agrees not to dispose of oil or grease in plumbing fixtures or community landscaping including rocks, gravel, shrubs or grass.
- D. Resident agrees to immediately notify University in writing of the presence of insects and any other pests. Resident agrees to allow RLDS staff access to Apartment to develop and execute a plan to eradicate pests. Resident agrees to undertake all efforts and tasks recommended by RLDS staff in the management of pest control.

## **19. The University's Right to Enter.**

A. The University Residence Life & Dining Services reserves the right to enter and inspect the Apartment at any time with or without notice to perform the following functions: **1)** to inspect and confirm a Resident's compliance with the terms of this Lease; **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 the University rules or regulations; or **6)** to address violations of state or federal laws.

B. Resident understands that in addition to Section (19)(A), management will periodically enter Resident's Apartment to conduct maintenance and/or inspections on said Apartment. The dates of these inspection visits will be posted on the University Apartment Property and/or emailed to leaseholder's UW email at least twenty-four (24) hours prior to the entry. Resident grants University, University's agents, University'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.

C. With forty-eight (48) hours prior written notice to Resident, the University can enter the Premises to show an Apartment to government inspectors, lenders, prospective buyers, prospective residents, other tenants or insurance agents.

## **20. Transfers.**

A. Resident cannot sublease or transfer any part of Premises to another person, unless the University gives written consent. Resident agrees to pay a re-leasing charge of \$200.00, to partially cover the University's costs in making the Apartment available for re-leasing. The re-leasing charge is not a cancellation fee, buy-out fee or a limitation of damages. It shall be in the University's sole discretion whether to grant the request. Furthermore, even if the University agrees to the transfer, Resident is responsible for all fees and other obligations under this Lease until the transfer is complete.

B. If Resident requests to transfer to a different apartment approved by UW RLDS staff during the Lease Term, Resident agrees to pay a \$100.00 transfer fee.

**21. Fire or Other Casualty.** If in the University's judgment the Premises, or the Apartment Community is materially damaged by Fire or other casualty, the University may terminate this Lease within a reasonable time after written notice to Resident. If the University terminates this Lease, and the Resident was not the cause of the fire or other casualty, the University will refund prorated, prepaid Rent and the Security Deposit, less deductions. If the University determines that material damage has not been caused to the Premises or the Apartment Community, or, if the University elects not to terminate this Lease, the University will rebuild the damaged improvements. During such reconstruction, there shall be a reasonable reduction of the Rent for the unusable portion of the Premises or the Apartment Community.

**22. Trespass.** As outlined in Presidential Directive 2-2014-1 (available at: <http://www.uwyo.edu/generalcounsel/current-uw-regulations-and-presidential-directives/2facilities.html>), when a Resident's actions are deemed to be harmful and/or disruptive to the University and/or its individual members, contrary to the University Policies, rules or regulations, or where the individual's actions are contrary to law, Resident may be legally barred from University owned or controlled properties, including the Apartments.

## **23. Default and Remedies.**

A. Resident may be default of this Lease if:

- i. Resident fails to pay Rent or any other amount owed under this Lease within 10 days after it is levied in accordance with this Lease;
- ii. Resident or Resident's guest(s) violate this Lease or any applicable laws, University regulations, policies and/or procedures, regardless of whether arrest or conviction occurs;
- iii. Resident fails to move into the Premises by the start of the corresponding academic term, or Resident abandons the Premises. The University will assume that Resident has abandoned the Premises if Resident's personal property has been removed from the Premises and/or Resident is not living in the Premises;
- iv. Resident has made any false statements or misrepresentations of any information supplied to the University, including making any unauthorized modifications to this lease;
- v. Resident or Resident's guest are arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled or hazardous substance, marijuana, or illegal drug paraphernalia;

vi. A Resident establishes an unacceptable pattern of misconduct. A Resident establishes an unacceptable pattern of misconduct when Resident is frequently documented for violations of laws or University Regulations/Policies. A pattern of misconduct may result in termination of the Lease.

B. A default does not relieve the Resident of the financial obligations under this Lease. If Resident is in default, action by the University may include, but is not limited to:

- i. The collection of any fees imposed by this Lease.
- ii. Bringing a legal action against Resident to collect past due Rent and any other fees the University has incurred because of Resident violating this Lease.
- iii. Terminating the Resident's right to occupy the Premises.
- iv. Instituting an action for forcible entry and detainer, without terminating the Lease or Resident's monetary obligations for the Premises by giving Resident written notice for Resident to vacate the Premises pursuant to W.S. 1-21-1002, W.S. 1-21-1003.
- v. Reporting all violations to appropriate entities, including but not limited to, credit reporting agencies.
- vi. Reporting violations to University Officials for disciplinary action in accordance with the Student Code of Conduct.
- vii. Reporting violations to criminal/judicial authorities.

After the University gives Resident notice to leave the Premises or if University files a forcible entry and detainer suit (eviction), even if University accepts Rent or other sums due, such acceptance does not waive or diminish the University's continuing rights of eviction or any other contractual or statutory right. In the event the University bring an action against Resident, University can recover all costs or fees involved, including reasonable attorney's fees, as part of any judgment.

**24. Wage Offset.** If Resident is a University employee, Resident agrees that if Resident is in default of this Lease, the University can deduct the fees from the Employee's next paycheck.

**25. Liability.**

A. By signing this Lease, Resident agrees that the University is not liable to Resident or Resident's guests for injury, damage, or loss to person or property caused by, arising from, or associated with the criminal conduct of Resident or other persons, including without limitation theft, burglary, assault, vandalism, or other crimes. The University has no duty to remove ice, sleet or snow. Except for the University's liability under applicable law, Resident releases the University, its employees, officers, trustees, and agents (collectively, the "Released Parties") from any and all claims and/or damages.

B. The University is not liable to Resident or Resident's guests for personal injury or damage or loss of personal property (personal property includes, but is not limited to contents of the Premises and any vehicle whether owned by Resident, used by Resident, or otherwise in Resident's care, custody or control), from any cause including, but not limited to, 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 University's gross negligence or willful misconduct. The University does not provide any insurance coverage for Resident personal property of any kind. **Resident is encouraged to obtain renter's insurance or other similar insurance for losses to Resident from these or other causes.**

C. The University does not guarantee the safety or security of the Resident or Resident's guests. Resident must exercise due care for their own safety and security and the safety and security of others. Please read the safety guidelines outlined in the Apartment and Residence Hall Policies document. Available online at [www.uwyo.edu/reslife-dining/apartments](http://www.uwyo.edu/reslife-dining/apartments) or from the Residence Life and Dining services department in the Apartment Community Center. None of the University's safety measures are an express or implied warranty of security or a guarantee against injury, loss, crime, or of a reduced risk of crime. Resident acknowledges that the University is not liable to Resident or Resident's guests for injury to persons or damage or loss of property caused by or related to safety measures including, but not limited to, lighting, alarms, gates, fences, or notices of criminal activity or suspicious events. Resident is responsible for Residents own safety and security.

D. Resident or Resident's guests assume all risks in connection with 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 Residents' use and at the Resident's or guests' sole risk.

E. Resident agrees to defend, indemnify and hold harmless the University and its public employees from any and all claims arising from or related to this Lease.

**26. Resident's Information.** Resident is required to provide their contact information in Exhibit A of this agreement, which is incorporated herein. Resident represents that any personal information provided by Resident to the University is true and correct and was given by Resident voluntarily and knowingly. Resident agrees that if someone legally requests information on Resident for law enforcement, government, or business purposes, the University can provide it.

**27. Sale.** Any sale of the Apartment Community shall release the University from all obligations under this Lease.

**28. Rights in Property.** The lien of any lender(s) of loans secured by the University's interest in the Apartment Community will be superior to Resident's rights as a tenant under this Lease. Therefore, if the University violates the loan and a lender becomes the owner of University's interest in the Apartment Community, such lender may terminate this Lease or it may elect to continue this Lease. Resident's rights under this Lease are therefore subject to the rights of the lender(s) of loans secured by the University's interest in the Apartment Community.

**29. General Provisions.**

A. **Entirety of Agreement.** This Lease represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

B. **Governmental Claims.** Any actions or claims against the University 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. If Resident files suit against the University and a judgment is found in the University's favor, the Resident agrees to pay all costs the University incurs in defense of the suit. Resident also agrees to waive his/her right to a jury trial.

C. **Interpretation.** The construction, interpretation and enforcement of this Lease shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Lease and over the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.

D. **Severability.** Should any portion of this Lease be judicially determined to be illegal or unenforceable, the remainder of the Lease shall continue in full force and effect.

E. **Notices.** All notices to the University related to this Lease shall be in writing and shall be effective when delivered by certified mail with return receipt or personal delivery to the University Apartment University. University's address for purposes of this section is Residence Life and Dining Services C/O Business Office Department 3394 1000 E. University Ave., Laramie, WY 82071. All notices by the University related to this Lease shall be in writing and shall be effective when delivered to Resident's Apartment and/or to Resident's mailbox. A copy of any notice concerning a breach, alleged breach, or dispute arising under this Lease shall also be sent to:

**Office of the General Counsel**  
Department 3434  
1000 E. University Avenue  
Laramie, Wyoming 82071-2000

F. **Sovereign Immunity.** The University does not waive its sovereign or governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Lease.

G. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Lease shall not be construed so as to create such status. The rights, duties and obligations contained in this Lease shall operate only between the parties to this Lease, and shall inure solely to the benefit of the parties to this Lease. The provisions of this Lease are intended only to assist the parties in determining and performing their obligations under this Lease. The parties to this Lease intend and expressly agree that only parties signatory to this Lease shall have any legal or equitable right to seek to enforce this Lease, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Lease, or to bring an action for the breach of this Lease.

**30. Signatures.** 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 the University and Resident. Resident must be 18 years or older to sign this lease or an emancipated minor. If Resident is 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.

<b>University:</b> UW residence Life & Dining Services By: _____ Date: _____	<b>Resident:</b> Name: _____ Signature: _____ Date: _____ W#: _____
<b>For individuals under the age of 18:</b> Parents name (print): _____ Parent Signature: _____	

EXHIBIT A

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: \_\_\_\_\_