

ASUW APPROVED LEASE-RENTAL AGREEMENT

PARTIES. This contract for the rental of residential property, made this ____ day of _____, 20____, is between _____ (“lessor”) and _____ (“lessee”).

LEASED PREMISES. For and in consideration of the rent and covenants, hereinafter set forth, lessor hereby leases to lessee the following described property: (Street Address) _____, (Unit No.), _____, Laramie, Albany County, Wyoming. The premises shall also include: _____ (Specify furniture [inventory attached], parking space, garage, storage space, etc.)

TERM, RENT AND LATE FEES. (Cross out either Paragraph A or Paragraph B.)

A. Month-to-month. The term of this contract shall begin at _____.m. on _____, 20____, and end at _____.m. on _____, 20____, and shall be automatically renewed for additional periods of one month thereafter until terminated by either party giving 30 days written notice prior to the end of the rental month. The rental month shall begin with the due date of the monthly rent and any 30 day notice of termination shall be given on the due date of the monthly rent. If the contract term does not begin on the first day of the rental month, the first month’s prorated rent is \$ _____, due on _____, 20____. The full monthly rental price is \$ _____ monthly, due on the _____ day of each month, beginning _____, 20____. The monthly rent due may not be changed without 30 days written notice prior to the end of the rental month.

B. Fixed Term. The term of this contract shall be from _____.m. on _____, 20____, to _____.m. on _____, 20____. No notice to terminate at the end of such fixed term is necessary. The total rent for the term of this contract is \$ _____. Of this amount, the first rental installment, in the amount of \$ _____, is due on _____, 20____. The remainder is payable in monthly installments of \$ _____ each, due on the _____ day of each month, beginning _____, 20____. Upon the expiration or termination of the term of this contract, lessee shall surrender and deliver up possession of the premises peacefully and in the same condition as when received by lessee unless lessor has given his prior consent to retention of possession of the premises by lessee.

Rent payments shall be made to _____ (name) at _____ (address).

In the event the rent remains unpaid for 5 days after it becomes due, lessor shall have the right to assess a late fee (not to exceed \$25.00 total per month or 5% of the amount of rent installment then due whichever is greater) according to the following schedule:

_____. Said late fee may be collected immediately by lessor, but if not so collected, said collection by lessor shall be deemed waived, unless lessor notifies lessee in writing within 30 days of the date the late fee is incurred that he shall not waive his right to collection.

A charge of up to \$ _____ may be imposed for any lessee’s check returned to lessor because of non-payment, whether the check is for rent, security deposit, or other payment. A returned check charge shall be a reasonable estimate of the costs incurred by lessor.

SECURITY DEPOSIT. (Cross out either Paragraph A or Paragraph B.)

A. Lessee has paid lessor the sum of \$ _____ as a security deposit to secure the performance of this contract.

B. By optional and mutual agreement between lessor and lessee, lessee agrees to pay a security deposit to secure the performance of this contract, in the total amount of \$ _____, according to the following payment schedule:

_____.

Any deposit of money, other than pre-paid rent, whether termed damage deposit, cleaning deposit, or security deposit constitutes a deposit under this section to secure the performance of this contract and is and shall be and remain the property of the lessee advancing the same. Lessee may not use the security deposit in place of rent without the written permission of lessor.

It is the duty of lessee to return the premises, including any outside areas, yards or driveways required to be maintained by lessee under this contract, to their condition at the commencement of this contract except for normal wear and tear. “Normal wear and tear” is defined as that deterioration which occurs, based upon the use for which the rental unit is intended, without negligence,

carelessness, accident or abuse of the premises or its equipment, appliances, furniture or furnishings by the tenant or members of his household, or his invitees or guests. "Normal wear and tear" is not to be defined as including dirt or soil which might accumulate during the term of the contract.

Lessor shall return the security deposit to lessee within 30 days after termination of this contract. If actual cause exists for retaining any portion of the security deposit, lessor shall provide lessee with a written statement listing the exact reasons for the retention of any portion of the security deposit. When the statement is delivered, it shall be accompanied by payment of the difference between any sum deposited and the amount retained. Lessor is deemed to have complied with this paragraph by mailing said statement and any payment required to the last known address of lessee. The failure of lessor to provide a written statement to lessee within 30 days after termination of this contract shall work as forfeiture of all of lessor's rights to withhold any portion of the security deposit, unless good cause exists for extending the period of time beyond 30 days. Good cause shall be narrowly defined in this circumstance and shall include the failure of lessee to provide a forwarding address and the inability of the lessor to determine within 30 days repair or replacement costs in regard to assessments for damage caused by the lessee and for which lessee is to be held responsible under this contract.

Lessor at lessor's option, may use security deposit during the term of this contract to fulfill lessee's obligations under this contract, but nothing in this paragraph shall relieve lessor of his obligation in regard to the return of the balance of the security deposit as set forth directly above.

OCCUPANCY. No more than _____ persons may reside in the premises.

PETS. No pets of any kind, including visiting pets, shall be allowed upon the premises, other than as approved by lessor.

Lessor reserves the right to reject approval of any pet and this paragraph is not to be construed as granting automatic approval of a pet. (Description of approved pet.) _____

(Additional terms [if any].) _____

USE AND CONDITIONS. Lessee agrees to use the premises for residential purposes only and to comply with all city, county, and state laws in regard to the use of the property. Lessee shall not engage in any illegal activities on the premises.

Lessee agrees not to make any excessive noise or to create any nuisance such as will disturb the peace and quiet enjoyment of neighbors.

Lessee agrees to abide by all rules and regulations in effect at the time of execution of this contract (a copy of which is attached and hereby made a part of this contract) and to such amended or additional rules and regulations to which lessee agrees in writing. Lessee accepts the premises in the condition as shown upon the inventory and check-in/check-out sheet which is to be completed, executed by the parties and attached to this contract and made a part hereof within 10 days of the commencement of the lessee's occupancy.

Lessee agrees not to make, or cause to be made, any alterations to the premises or its contents without the advance written consent of lessor.

UTILITIES. Lessee shall be responsible for paying for the following utilities and/or services during the term of this contract, whether or not actually occupying the premises:

Further, lessee agrees to indemnify lessor for any failure in his obligation to pay for the above-described services. Provision of and payment for utilities and services connected with the premises and not listed above shall be the responsibility of lessor. Lessee further agrees to maintain the following utility meters and/or utility and service accounts in his name:

MAINTENANCE AND REPAIR. Lessee shall, at his own expense, and at all times maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings provided therein.

Lessor shall, at his own expense, maintain the interior and exterior of the premises including, but not limited to maintenance of and repairs of sewers, heating system, electrical wiring and plumbing facilities, hot and cold water, common areas, doors, locks, windows, stairs, floors and any equipment, appliances, furniture or furnishings provided therein in a safe and operable condition and in compliance with all applicable city, county and state laws and codes. Lessee shall immediately notify lessor in writing when the need for any maintenance or repair arises during the term of this contract and lessor shall be responsible for payment of the costs of such maintenance and/or repair unless the costs were necessitated by the negligence or willful acts of the lessee, members of his household, invitees or guests.

Lessee shall pay upon demand the reasonable charges for the repair of damage to the premises or common areas including all equipment, appliances, furnishings and furniture therein provided necessitated by the negligence or willful acts of the Lessee, members of Lessee's household, invitees or guests.

Lessee shall be responsible for the routine care and maintenance of the yard and outside areas as follows (Check where appropriate: mowing lawn ____; watering lawn, shrubs and trees ____; removing weeds ____; raking leaves ____; removing snow and ice from sidewalks and walkways ____, driveways ____, parking area ____; other _____).

Lessee's obligation to perform the outside care and maintenance tasks checked above is subject to lessor's supplying resident with the following equipment: lawn mower ____; hoses and sprinklers ____; rake ____; snow shovel ____; other _____.

The routine outside care and maintenance tasks listed above and not checked shall be the responsibility of the lessor.

LIABILITY OF LESSOR. Lessor shall not be liable for any damages or losses to person or property caused by the negligence, willful or unlawful acts of lessee, his household members, invitees or guests, the elements of fire, theft, or other catastrophes unless the same is due to the negligence (including lessor's breach of his duty to disclose hidden or latent defects known to him or of which he has notice) or willful or unlawful acts of lessor. Losses sustained by the lessee from such causes are not covered by lessor's insurance policy and lessee is strongly advised, but not required, to secure insurance to protect his property from such occurrences and to insure himself against his personal liability.

RIGHT OF PRIVACY AND ACCESS. The lessor shall preserve the quiet enjoyment and peaceful possession of the premises by the lessee and shall not enter except with prior notice to and consent of lessee, which consent shall not be unreasonably withheld. However, if an emergency threatens life or property, or when it is impracticable to get consent in order to inspect the premises, the lessor may enter the premises without the consent or notice to the lessee, but only after knocking.

DEFAULT BY LESSEE AND REMEDIES OF LESSOR UPON LESSEE'S DEFAULT. Any one of the following shall constitute a default by lessee and shall be construed as a breach of this contract:

- Failure to pay any installment of the rent when due.
- Vacating premises before the term of this contract expires.
- Substantially violating any other or further term or provision contained in this contract.

Lessor shall give lessee written notice of a default and lessee shall be allowed ____ days to cure said default. At the expiration of said ____ day period, lessor, if said default has not been cured and at lessor's option, may exercise the following rights singularly or in any combination permitted by law and not inconsistent therewith:

- A.** Declare this contract to be terminated and release lessee from any further obligation to lessor under this contract.
- B.** Declare this contract to be terminated and retain \$ _____ from the security deposit and/or pre-paid rent as fixed and liquidated damages in lieu of any other actual damages and costs.
- C.** Continue this contract in effect, but upon vacation of the premises by lessee, retake possession and re-rent said premises to new lessee and upon execution of a Lease-Rental Agreement with the new lessee, terminate this contract, holding, however, the vacating lessee liable for any rent due to lessor under this contract until such time as a new lessee executes the new Lease-Rental Agreement. It is agreed that if lessee's early vacation of the premises is caused by an unforeseen change in his life's position, necessitating his moving prior to the expiration of this contract, lessee's obligations shall continue until such time as lessor shall secure a new lessee. Lessor agrees that he will use all due diligence in securing a new lessee as provided by the terms of this paragraph.

D. Continue this contract in effect, but upon vacation of the premises by lessee retake possession and sublet said premises on behalf of lessee for the balance of this contract term and at such rent as may be reasonable, holding lessee liable for the expenses of re-rental and for any deficiency between the amounts so obtained on behalf of lessee and the amount of rent due by lessee to lessor under the terms of this contract. Lessor agrees that he will use all due diligence in mitigating damages by attempting to sublet the premises.

E. Lessor may evict lessee from the premises for non-payment of rent or for a lessee in possession holding-over without the consent of lessor after the term of this contract has expired. Lessee shall continue to be liable for rent and be bound by the other provisions of this contract during the time lessee remains in possession of the premises even though lessor has chosen to seek eviction. Eviction procedures, including notice requirements, shall be issued in strict compliance with Wyoming law and involve no breach of the peace and/or damage to person or personal property.

F. If lessee is in default and has vacated the premises or if lessee is holding-over after the expiration of this contract and without the consent of the lessor and another lessee is waiting to move in, lessor after notifying lessee, may remove lessee's belongings so long as there is no breach of the peace, and store them and charge the removal and storage costs to the account of the lessee. Lessor shall exercise reasonable care in moving and storage of lessee's belongings and shall be liable for damage to the same caused by this negligence.

CONSTRUCTIVE EVICTION. If lessor has substantially failed to protect the occupancy of the premises by lessee and/or when conditions beyond the control of lessee cause the premises to become legally uninhabitable and when lessor is responsible for remedying those conditions but has failed to do so within a reasonable time after notification by lessee, lessee may exercise constructive eviction. Constructive eviction should not be construed by lessee as providing a tool to validate "lease breaking" without cause, and it is highly recommended that lessee consult legal counsel prior to exercising the remedy of constructive eviction.

DELAYED POSSESSION. If the lessor is unable to deliver possession of the premises or if it is unfit for occupancy at the commencement of the term of this contract, this contract shall be voidable to the lessee if possession is not delivered within _____ days after the commencement of the term. If lessee elects to terminate the contract, all money previously paid to the lessor shall be refunded.

ASSIGNMENT AND SUBLEASING. Lessee may not assign this contract or sublease the premises or any portion thereof for any part or all of the term of the contract or substitute any lessee on said contract without prior written consent of lessor, which consent shall not be reasonably withheld.

NOTICES. Any notice which either party may give or be required to give under the terms of this contract must be in writing and be given by mailing the same, postage prepaid to lessee at the address of the premises or to lessor at the following address:

WAIVER. Any waiver, by either party, of a breach of any provision of this contract shall not be considered to be a continuing waiver or a waiver of a subsequent breach of the same or a different provision of this contract.

JOINT AND SEVERAL LIABILITY. It is expressly understood that this contract is between the lessor and each signatory jointly and severally. Joint and several means that if more than one person has signed this contract, then each of these persons individually and all of these persons collectively are fully responsible for fulfilling all of the obligations of this contract, except where expressly otherwise agreed between lessor and lessee. For example, one person signing the contract may be liable for any or all damages to the premises even if caused by another person signing the contract; and one person signing the contract is liable for the total amount of rent due, even though other persons have also signed the contract.

OTHER PROVISIONS. Unless the context requires otherwise; words denoting the singular may be construed as denoting the plural and vice versa and words of one gender may be construed as denoting such other gender as is appropriate.

THIS CONTRACT contains the entire agreement of the parties and may not be altered or amended except by mutual written agreement signed by both parties. No prior stipulation, agreement or understand, verbal or otherwise, of the parties shall be valid or enforceable unless embodied in the provisions of this contract.

SIGNED this _____ day of _____, 20____.

Lessor

The above signatory is:

The owner of the leased premises whose address
and telephone numbers are:

The agent authorized to manage the leased premises
for the owner and to enter into this Agreement whose
address and telephone numbers are:

The owner of the premises and his address and
and telephone numbers are:

Holder of leasehold on premises with right to sublet
whose address and telephone numbers are:

Lessee

Permanent Home Address

Home Telephone

Lessee

Permanent Home Address

Home Telephone

Lessee

Permanent Home Address

Home Telephone

Lessee

Permanent Home Address

Home Telephone