LEASE AGREEMENT

BASIC TERMS:

Date: _________________

Apartment Community: University of Wyoming Bison Run Village

Resident: ____________________________ (“you” or “your”) Manager: University of Wyoming Apartments (“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”) in a ______ bedroom, ______ bathroom apartment (“Apartment”) ______ unit, within an apartment building (“Building”) within the Apartment Community, as more specifically described in Paragraph 1a below.

Unit Type:
1. Two story raised 4 bedroom, 3 bath (66)
2. Two 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: 8/15/2012 Ending Date of Lease Term: 7/31/2013

Rent: Base Rent: Your total Base Rent for the Lease Term is $__________ which includes parking and communication access fee. (You must also pay additional charges as identified in this Lease.)

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

Security Deposit: $200.00 (see Paragraph 4 below) + First Rent Installment Application Fee: $75.00 (the Administrative Fee is nonrefundable for any reason)

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

<table>
<thead>
<tr>
<th>INSTALLMENT AMOUNT:</th>
<th>DUE DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon Lease Signing</td>
<td>2/1/2013</td>
</tr>
<tr>
<td>9/1/2012</td>
<td>3/1/2013</td>
</tr>
<tr>
<td>10/1/2012</td>
<td>4/1/2013</td>
</tr>
<tr>
<td>11/1/2012</td>
<td>5/1/2013</td>
</tr>
<tr>
<td>12/1/2012</td>
<td>6/1/2013</td>
</tr>
<tr>
<td>1/1/2013</td>
<td>7/1/2013</td>
</tr>
</tbody>
</table>

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

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

Exhibits attached to this Lease:

Exhibit A Apartment Community Responsibilities and Rights
Exhibit B Guaranty Agreement

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.

MANAGER: RESIDENT:

UW Residence Life & Dining Services

By: ____________________________

Signature

ADDITIONAL TERMS AND PROVISIONS AND EXHIBITS FOLLOW THIS PAGE

Page 1 of 9
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.

- **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 unless we specifically agree in writing to release you. 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 enrolled in a minimum of six (6) credit hours at the University of Wyoming and that proof of enrollment by means of a student identification number must be provided by Tenant to Manager once per academic term or upon Manager’s request to verify enrollment status, unless an exception is requested by Resident and approved by Manager, in which case an alternate method of verifying enrollment must be provided by Resident. Failure to maintain an 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.

The fact that you and your roommates 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.

- **Condition on Starting Date.** 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 move 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 move in, 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.

- **Maintenance, Alterations, Room Decoration and Repairs.**
  
  i. 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 without our prior written consent. We can hold you financially responsible for the cost of all repairs necessary 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 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 prepay 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, if you prepay, any overpayment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount 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.
Please be advised that you may not make any permanent alterations to your room or furniture. All residents must comply with the following regulations:

1. Possession of or use of candles, ember, glowing or open flame articles are prohibited in all university buildings including residence halls/apartments.
2. Live trees and cut vegetation are prohibited (exceptions: cut flowers and/or house plants are acceptable for temporary display in a personal area as long as it does not create a fire or health hazard)
3. Artificial trees shall not block or obstruct an exit or passageway.
4. Any decorations on or around the artificial tree must be non-combustible or properly treated with fire retardant material.
5. Only approved lighting shall be used.
6. Any electrical lighting sets must bear the label of Underwriters Laboratories, Inc. (UL) and be in good condition (free of frayed wires, loose connections and broken sockets).
7. Light bulbs must be arranged so they do not ignite any combustible materials. No combustible material can be near the bulb of any part of the electrical connection(s).
8. Lighting must be plugged directly into an outlet that is located in the room which is installed. (No cords are allowed to go from one room to another, including through a doorway, floor, or ceiling)
9. Lighting strings may not be plugged into one another.
10. Lights should not hang more than three inches from the ceiling.
11. No decorations can be connected to any smoke detectors, heat detectors, fire sprinkler heads or pipes, fire extinguishers, exit lights, or emergency lighting.
12. Clothing, banners, satellite dishes, flags, blankets, lights or messages may not be hung or placed outside the building.
13. Ensure exits are not obstructed and that all exit lighting is visible.
14. Stairways must be free of obstruction and combustible material.
15. Paper decorations must be limited to no more than twenty-five percent of the wall space.
16. Decorations for holidays and celebrations should be of noncombustible material. Combustible materials can be used only if the items bear a “flame-proof” label on the wrapper.
17. Extension cords are prohibited in these apartments. Please purchase surge protectors that are designed to detect cord damage, disconnect powering 25/1000 of a second, and that prevent cord fires and shock hazards. One such product is made by the Tech Research Corporation called Fire Shield and can be found at many stores such as Home Depot, Wal-Mart, Lowes, etc. and will be available through the UW Bookstore located in the Union. The recommended models are: Model 90502, Model 90514, Model 90585, and Model 90513. We require all students living in the apartments to use surge protectors with these safety features designed into the product.
18. Upholstered furniture, bean bag furniture and mattresses not provided by UWRLDS, are prohibited. UW University Disability Support Services recommended reasonable accommodations will be considered.

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 maintaining the smoke detector and keeping it in working condition.

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. 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 receive 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.

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, 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.

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 or use or 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.

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, Resident herby agrees to the following:
Resident shall (a) remove any visible moisture accumulation in or on the Apartment, including on walls, windows, floors, ceilings, and bathroom fixtures, (b) mop up spills and thoroughly dry affected area as soon as possible after occurrence, (c) use exhaust fans in kitchen and bathroom when necessary, and (d) keep climate and moisture in the Apartment at reasonable levels.
Resident shall clean and dust the Apartment regularly, and shall keep the Apartment, particularly the kitchen and bath, sanitary and dry.

Resident shall promptly notify Manager in writing of the presence of any of the following conditions:

- A water overflow/infusion/leakage, excessive moisture, or standing water inside the Apartment or any Common Areas.
- 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.
- A malfunction in any part of the heating or ventilation system in the Apartment.

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.

viii. 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.

ix. Resident shall promptly notify Manager in writing of the presence of insects and any other pests immediately.

- Resident must cooperate with Manager by granting timely access to the residents dwelling to inspect, plan, and eradicate.
- Resident agrees to undertake all efforts and tasks recommended by a qualified expert.
- Resident is also required to immediately notify Manager of any signs of re-infestation or indications that treatment has been ineffective.

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

- **Move-out Condition/Abandoned Property:** 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 replace item. We recommend that you schedule a walk-through with Manager or a member of Manager’s staff; if you do not, you agree to accept our assessment of damages and charges when we inspect the Premises. You may be present for our move-out inspection if you give us written notice that you would like to be present and schedule an appointment. 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.

- **UW Policies and Procedures.** You agree as follows:
  i. You agree to abide by the following:
      - University Apartments Handbook and Agreement: [www.uwyo.edu/reslife/dining/apartments](http://www.uwyo.edu/reslife/dining/apartments)
      - Responsibilities and Rights for the University Apartments. Available online at [www.uwyo.edu/reslife-dining/apartments](http://www.uwyo.edu/reslife-dining/apartments), or from the Residence Life & Dining Services office in the lower level of Washakie Dining Center
      - University of Wyoming Student Code of Conduct: [www.uwyo.edu/dos/programservices/judicial/code](http://www.uwyo.edu/dos/programservices/judicial/code)
      - UW Regulations
      - Local, state, and federal laws
      Failure to abide may result in rescinding the use of all or part of University Apartments privileges, behavioral disciplinary eviction, and other appropriate sanctions. 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
  ii. You are subject to UW’s judicial process and procedures.

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

2. **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 the Ending Date and you want us to return to you any remaining Security Deposit, you must provide the Manager with 30-days advance written notice 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 to us written notice 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.
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 God 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 payments is at the sole discretion of Manager.

3. 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 online or in the Manager’s Office. 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 that Rent, fees, or charges payable to us be paid in either certified or cashier’s check, money order or personal check. In addition, if two (2) of your personal checks for Rent are returned to us 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. Cash will not be accepted.

- 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.

- 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.

- While we do not have to, 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. The fact that 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.

- You are liable for all costs or charges associated with our having to provide special services to you or at your request and for all fees or fines as described in the Apartment Community Rights and Responsibilities (the “Rights and Responsibilities” referenced in the Section on P. 4 ), which are attached to this Lease in Exhibit A.

4. 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. 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 want 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.

- UTILITIES. We agree to furnish water, sewer, trash removal from designated collection points, and basic cable television, one land line local telephone access and wireless internet for the Apartment. We are not responsible/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 upon your receipt of a bill. You and the other residents of the Apartment must separately pay and provide required deposits for charges for long distance phone service, additional or private lines and information. 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 during the Lease Term. Utility billing will reflect resident’s actual usage from the previous month. If you want additional cable channels or telephone lines, they will be at your expense and you must contact the appropriate utility service provider. All utilities may be used only for normal household purposes and must not be wasted.

5. 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.
6. 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, slush 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 CLAIM OR DAMAGE WAS CAUSED 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.

7. DEFAULT AND REMEDIES. You are in violation of this Lease if:

- You fail to pay Rent or any other amount owed under this Lease as and when required by this Lease;
- 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;
- Any of the utilities which are payable by you or the other residents of the Apartment are not paid on a timely basis.
- You fail to move into the Premises after completion of all required documentation, or 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;
- You or the Guarantor have made any false statement or misrepresentation of any information supplied to us;
- You or your guest is 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 as defined by applicable law;
- Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession) Wyoming state law and university policy prohibits student involvement in the use, possession, distribution, presence of, or sale of illegal drugs and/or paraphernalia;
- You create a nuisance or disturbance within the Apartment or the Apartment Community;
- 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; or
- A resident establishes an unacceptable pattern of misconduct when he/she is frequently documented for violation of policy. Although individual offenses might be minor, the pattern is considered chronic misbehavior. A pattern of chronic misbehavior, irresponsible conduct, or manifest immaturity may be interpreted as a significant disciplinary problem and can result in termination of the Lease Agreement.

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:

- Collect any charges or fees imposed by the Laws, Regulations, Policies and Procedures, and Codes of Conduct referenced in this lease;
- Bring a legal action against you to collect past due Rent and any other damages we have incurred because of your violating the Lease;
- 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;
- 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);
- Report all violations to credit reporting agencies;
- 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.

8. MANAGER’S RIGHT TO ENTER. In the event of an emergency, or if it is otherwise impractical to provide any required notice, the Manager, and our respective agents, employees, repairers, pest control agents, services and representatives may, without notice at any time, enter the Premises. Rooms may be entered to respond to an emergency situation. 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. 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 tenants 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 prescribed on the posted notice.

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

9. 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.

10. 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 tenant 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.

11. 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 Responsibilities and Rights in Exhibit A. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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 ATTACHED TO THIS LEASE. 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.

17. 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 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 in not valid or enforceable, it shall not render the remainder of this Lease invalid or unenforceable.

18. MANAGER/NOTICES. Manger is the Manger 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. Manager's address for purposes of service of process on Manager is as follows: Department 3394 1000 E. University Ave., Laramie, WY 82070

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

________________________________________________

________________________________________________

________________________________________________

________________________________________________
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 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 guarantor's 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, drivers 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, drivers license records, driving history, or any other information may be provided to state, local, and/or federal government agencies.

Guarantor Name (printed):

Address: ___________________________ City/State/Zip: ___________________________

Telephone: Home ___________________________ Work: ___________________________

Email: ___________________________ SNN: ___________________________

Guarantor Signature: ___________________________ Date: ___________________________

Manager, UW Residence Life & Dining Services

By: ___________________________

Student Name: ___________________________ W#: ___________________________