

## UNIVERSITY OF WYOMING HOUSING CONTRACT

### River Village By the Room

**1. Parties.** This housing contract (the “contract”) is made between the University of Wyoming (“University” “UW Housing and Dining Services” “we” “us” or “our”) and student resident (“Leaseholder” “you” or “your”), subject to the terms and conditions of this contract.

**2. Premises.** The University hereby provides use of a room and common spaces (“Premises”) within the designated University owned housing to Leaseholder:

- A. Apartment Community: **River Village**
- B. Apartment Number:
- C. Apartment Type: 2-bedroom, 1-shared bathroom unit; RV-AS1= Bedroom A RV-BS1=Bedroom B
- D. Room and common spaces are being taken “as-is.” See Section 14. **Check-in Procedures** for more information.
- E. Mailbox and mailing address: The Housing and Dining services department will provide Leaseholder with an assigned mailbox. Leaseholders in River Village Apartments will share the common spaces with another Leaseholder in unit. This unit’s mailing address is as follows:

**Laramie, WY 82072**

**3. Term.** The term of this Contract shall begin on \_\_\_\_\_ and end on **06/30/2026**, unless this Contract is terminated, extended, or revoked, pursuant to the terms and conditions of this Contract.

**4. Housing Fees.**

- A. **Application Fee.** The application fee is a nonrefundable fee of \$100.00 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.** Leaseholder is required to pay a security deposit equal to one month’s rent and first month’s rent installment and sign all required documents within 5 business days after receiving their contract agreement.
  - a. **Security Deposit Amount: \$655.00 First Month’s Rent installment: \$655.00**
- C. **Furnished Apartments.** All River Village contract by the room units are furnished and this cost is included in the monthly installment.
- D. **Rent.** The Monthly Rent for the term of the contract is **\$655.00**, which includes a monthly utility charge of \$50.00. Leaseholder agree to pay such Rent on or prior to the due date. Rent includes utilities and furniture fees.
- E. **Shared Space Facility Fee.** A \$50 fee will be charged at checkout for the purpose of facility upkeep to the shared spaces in the apartment.
- F. **Utilities.** As stated in Section 4D, Rent includes a monthly utility charge. This utility charge is subject to change with a 60-day written notice to leaseholder. Any utility charge change will update the total monthly rent amount.

**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 Leaseholder of a University owned apartment if the Leaseholder fails to be and remain, throughout the term of the Contract, 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 Contract by Leaseholder and shall be dealt with in accordance with Section 25.
- B. Unless an exception is granted by the University, student enrollment status will be verified by University Housing & 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 Contract immediately. It is the responsibility of the Leaseholder to notify Housing and Dining services immediately if employment with the University ends.

**6. Room Assignment.** The University reserves all rights in connection with the assignment of rooms. Your sole use of a bedroom in the Apartment in the Apartment Community as well as specific Building, Apartment and Bedroom will be assigned to you by the University prior to your moving into the Apartment. Only you can live in the bedroom. You may not permit another person to live in the bedroom or in the Apartment. The room shall be used for residential purposes only. While you cannot contract any part of your rights to use of the room to another person, you may be able to transfer your rights under this Contract 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 the Rent and other obligations under this Contract 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 Leaseholder 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 unauthorized uses of the room and for refurbishment of the room.

**7. Common Areas.** Together with the other Leaseholder of the Apartment, this contract grants you the following:

- A. Shared use of the Common Areas in the Apartment and the Apartment Community. For purposes of this Contract, "Common Areas" are those areas within the Apartment to which you have access without going into another Bedroom e.g. the kitchen, hallway, common living room, eating area and bathroom, and, within the Apartment Community, those areas to which all Leaseholders have general access;
- B. Use of the furniture within your Bedroom;
- C. Shared use of all appliances and furniture within the Common Areas of the Apartment; and
- D. Your use of the mailbox assigned to you by University, this mailbox will be shared with all Apartment Leaseholders.

Leaseholder recognizes that Apartment Common Areas are identified as shared spaces for all the Leaseholders within the unit. Leaseholders of the apartment have equal responsibility and voice in determining care for and use of unit's 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 Contract.

**8. Relocation.** Upon 5 days written notice to Leaseholder, the University, with or without cause, has the right to relocate Leaseholder to a different Apartment or Apartment Community. If for any reason, unrelated to the negligent actions of Leaseholder, 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.

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

- A. Students released from the contract due to fall semester graduation, exchange programs, student teaching, being called to active military service off-campus, and/or internships outside of Laramie, Wyoming, or faculty/staff Leaseholders whose employment with UW ends or is terminated will have their contract terminated upon receipt of proper documentation.

- B. Termination may not happen prior to fall graduation, the start of the program, or last date of employment specified above and the termination date will be effective the last day of the month of move-out.
- C. Before terminating the Lease under one of the above options, the Leaseholder must provide written documentation to support termination at least 60 days before termination of the Lease.
- D. As stated in the Check-Out section of lease, this documentation is required to avoid a \$200 penalty fee.
- E. Students requesting release from the contract due to an all-school withdrawal, academic suspension, or transfer to another university will have their contract terminated upon receipt of proper documentation. Termination may not happen prior to the last date of enrollment at UW and the termination date will be effective the last day of the month of move-out. A charge equal to one month rent will be assessed for any approved release based on these three criteria. If applicable, damage charges will be assessed separately and due for payment within five business days to the Housing office. If not paid in this timeframe damage charges will be charged to student account. Additionally, 60-day notice (Section 14A) is required prior to check-out to avoid an additional \$200 penalty fee.
- F. Staff and faculty requesting release from the contract will have their contract terminated upon receipt of proper documentation. The termination date will be effective the last day of the month of move-out. A charge equal to one month rent will be assessed. Additionally, 60-day notice (Section 14A) is required prior to check-out to avoid an additional \$200 penalty fee.

**10. Laws, Regulations, Policies, and Procedures.** Leaseholder 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. Apartments & Residence Halls Policies & Procedures are available online at [https://issuu.com/uwyorlids/docs/policies\\_procedures?fr=xKAE9\\_zU1NQ](https://issuu.com/uwyorlids/docs/policies_procedures?fr=xKAE9_zU1NQ) or from the Apartments office in the Apartment Community Center.
- B. University of Wyoming Student Code of Conduct. <http://www.uwyo.edu/dos/conduct/index.html>

Leaseholder 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 Contract 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 Contract. The University reserves the right to revise or amend these documents at any time at our sole discretion without notice. Leaseholder further understands that Leaseholder is responsible for compliance with the above policies, procedures, and regulations by any temporary guest/s while on University Apartment property.

#### **11. Security Deposit.**

- A. Leaseholder must pay a security deposit as outlined in Section 4. If Leaseholder fails to move into the Premises by the beginning of the term date, Leaseholder is still responsible for all fees, including Rent, as outlined in Section 4. If the Leaseholder violates this Contract, 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 Contract.
- B. The University has thirty (30) days after (a) expiration or termination of this Contract, (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 Leaseholder. Along with that return, the University will provide Leaseholder with a description and itemized listing of deductions from the Security Deposit. If there are deductions from the deposit due to unit damage, the University has sixty (60) days after the contract terminates to return any unused portion of the Security Deposit and provide an itemized listing of deductions. If the University surrenders interest in the Apartment Community and Leaseholder's Security Deposit is transferred to new ownership, Leaseholder agrees that the University will not have any responsibility to return all or any portion of the Security Deposit.

#### **12. Payment Method and Dates.**

A. Leaseholder 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. Rent is due on the first day of each month throughout the term of the contract. The Rent is payable at the Housing and Dining Services Office (or at such other place as the University may notify Leaseholder of in writing).

**Housing 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 Leaseholder. All checks should be made payable to UW Apartments. The University can require payment be made in either certified or cashier's check, money order or personal check. Leaseholder can pay with Visa or MasterCard online. Leaseholder can only drop off a check at the Apartments Community Center. Leaseholder can pay with cash, money order, check, Visa, Mastercard, or Discover Card in the business office in the basement of the Washakie Center.

B. Leaseholder agrees to pay a \$30.00 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 Contract 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 first (1<sup>st</sup>) day of each month. Rent is late if Rent is received by the Housing and Dining Services department on or after the fifth (5<sup>th</sup>) day of the month. For late rent or other fees, Leaseholder agrees to pay the following late fees, (1) an initial late charge of \$50.00 and (2) after the sixth (6<sup>th</sup>) day of the month \$10.00 per day until all outstanding fees are paid.

D. At the University's option and without notice to Leaseholder, any payment may be applied first to the Leaseholder's outstanding fees, other than Rent, and then to Rent, with any past due Rent being paid first, regardless of whether or not Leaseholder 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 Leaseholder is still responsible for payment of the full amount of Rent. Leaseholder agrees to sign any documentation necessary for the University to accept a partial payment of Rent.

**13. 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 Leaseholder'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 Leaseholder as a result of interrupted service.

**14. Check-in Procedures.** Check-in to the Apartment may occur on or after the first date of this Contract. If Leaseholder receives approval to arrive prior to the lease start date, a prorated daily rate will be billed to their account. An Apartment Condition Form will be provided to Leaseholder at the time of check-in. Within twenty-four (24) hours of check-in, Leaseholder 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 15. Except for what is noted on the Condition Form, **Leaseholder 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.**

**15. Check-out Procedures.**

A. 60 days written notice of Leaseholder's intent to vacate by the Leaseholder 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. Leaseholder must complete the intent to vacate form available at:

<https://docs.google.com/forms/d/e/1FAIpQLSdwfLhv-BtpisgzV8yeZJNheFiMmOdYXWwwAlAOiNuIqHfDPQ/viewform>

B. Leaseholder is required to schedule a check out with the Apartment Community Center. Upon receiving the required written notice Leaseholder will coordinate the scheduling of an appointment where both parties can be present for a check out inspection.

- C. Arrangements may be made for an After-Hours Checkout with the approval of Manager or University, along with a completed form given by the Manager or Resident Assistant. An After-Hours checkout should only be done if Leaseholder cannot do an inspection checkout during regular business hours of the Apartment's Community Center. If a Leaseholder chooses an After-Hours Checkout, they may not appeal any charges made upon inspection (custodial, maintenance, or otherwise).
- D. When Leaseholder vacates, whether at or prior to the end of this Contract, 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 Leaseholder fails to clean the Premises, or if any furniture or appliances have been damaged, then Leaseholder will be liable for all charges related to cleaning, repair and/or replacement. If you are the last Leaseholder to move out of your unit (meaning all other Leaseholders in your unit have checked out), you will be liable for all common area damages and/or cleaning charges.
- E. If Leaseholder would like to dispute any cleaning or maintenance charges, Leaseholder must submit a detailed explanation and written request to the Apartment Office within 30 days of receiving the itemized listing of deductions (Section 11 B).
- F. If Leaseholder vacates prior to lease end date, rent remains due and payable through lease end date, regardless of ITV or actual vacate date. Rent ceases at lease end date, lease takeover date, or approved contract release date.
- G. If Leaseholder receives approval to move out after the lease end date, a prorated daily rate will be billed to their account.
- H. If check-out is not complete on or before lease end date and a request for late move-out has not been approved, a daily rate of \$100.00 will be charged until check-out is finalized.

**16. Abandoned Property.** Property left behind by Leaseholder at check-out and/or termination of this Contract is considered abandoned. Leaseholder 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.

**17. Identification Requirements.** Leaseholder and guest(s) of the Apartment Community, when requested by Housing or Residence Life 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.

**18. Maintenance, Alterations, and Repairs.**

A. Leaseholder agrees not to make any permanent alterations to the premises, including the furniture. Leaseholder shall not remove any University property, furniture, or fixtures.

B. Leaseholder will not perform any repairs, plumbing modifications, painting, wall papering, or electrical changes to the Premises. Except for reasonable wear, the University can hold Leaseholder financially responsible for the cost of all repairs that are necessary due to damage caused by Leaseholder or Leaseholder's guests. This may include, but is not limited to, damage from wastewater stoppages caused by foreign objects in utility lines, damage from bidet or water filtration system installation, damage to furniture, appliances, doors, windows, or screens. The University reserves the right to require Leaseholder to pay for damages or, at our discretion, allow Leaseholder as a condition of this Contract, to agree to repay us within 10 days after the University sends Leaseholder an invoice. "Reasonable wear" means wear that is not a result of or partially related to violations of this Contract, negligence of the Leaseholder, carelessness of the Leaseholder, accident, or abuse cause by the Leaseholder. Leaseholder's obligations under this paragraph survive even after the termination of this Contract.

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 (**outside of** business hours at the community center) should be communicated with immediately to the RA on-call at: **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 Leaseholder 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 Leaseholder cannot stop payment of or reduce the Rent. Non-emergency repairs will be done during our usual working hours.

D. Leaseholder must not disconnect, cover, or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. Leaseholder 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 Leaseholder's Premises, Building and/or the Apartment Community. The University will not be liable for any inconvenience, discomfort, disruptions, or interference for such interruptions.

#### **19. Cleaning of Premises.**

- A. Leaseholder is responsible for regularly cleaning their room and Apartment common areas. 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. Leaseholder agrees to take reasonable steps to prevent or minimize the growth of mildew within the Apartment. To prevent or minimize the growth of mildew in the Apartment, Leaseholder hereby agrees to the following: **(1)** Leaseholder shall remove any visible moisture accumulation in or on the Apartment, including on walls, windows, floors, ceilings, and bathroom fixtures, **(2)** Leaseholder shall mop up spills and thoroughly dry affected area as soon as possible after occurrence, **(3)** Leaseholder shall use exhaust fans in kitchen and bathroom when necessary, and keep climate and moisture in the Apartment at reasonable levels, and **(4)** Leaseholder shall keep the Apartment, particularly the kitchen and bath, sanitary and dry. Leaseholder shall promptly create a work request regarding the presence of any mildew growth in the Apartment that persists after Leaseholder has tried to remove it with household cleaning products intended to remove mildew.
- C. Leaseholder 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. Leaseholder agrees to immediately notify University in writing of the presence of insects and any other pests. Leaseholder agrees to allow Housing staff access to Apartment to develop and execute a plan to eradicate pests. Leaseholder agrees to undertake all efforts and tasks recommended by University Housing staff in the management of pest control.

**20. Service Animal/Emotional Support Animal.** Any approved animal living in the apartment community must abide by the Service Animal Agreement. Any signed animal agreement will be incorporated as a part of this lease document.

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

- A. The University Housing & 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 Leaseholder's compliance with the terms of this Contract; **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. Leaseholder understands that in addition to Section 21(A), management will periodically enter Leaseholder'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 contract-holder's UW email at least twenty-four (24) hours prior to the entry. Leaseholder 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 Leaseholder's

apartment and/or bedroom without notice to Leaseholder 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 Leaseholder, the University can enter the Premises to show an Apartment to government inspectors, lenders, prospective buyers, prospective Leaseholders, other tenants, or insurance agents.

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

## **22. Lease Transfer.**

A. A lease transfer occurs when a Leaseholder moves their lease agreement to a roommate. Leaseholder cannot sublease or transfer any part of Premises to another person unless the University gives written consent. Leaseholders that have been approved for a lease transfer agree to pay a re-leasing charge of \$100.00, to partially cover the University's costs in making the Apartment available for re-leasing. A \$100 transfer fee is required from the current leaseholder to complete the transfer process. The transfer fee 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, Leaseholder is responsible for all fees and other obligations under this Lease until the transfer is complete.

B. If Leaseholder requests to transfer to a different apartment approved by UW Housing staff during the Lease Term, Leaseholder agrees to pay a \$200.00 transfer fee.

## **23. Lease Takeover.**

A. A lease takeover is for residents wishing to transfer their lease to a new tenant. This option is available when a resident does not qualify for a lease release. A lease takeover involves finding an eligible tenant to assume the remaining lease of the current leaseholder. The current leaseholder agrees to forfeit their deposit to complete the takeover process. The current leaseholder agrees to vacate the unit at least 5 business days before the new tenant's move-in date.

B. The current leaseholder is responsible for paying rent until the new tenant's signed lease move-in date and for cleaning the apartment and addressing maintenance issues by putting in a work order prior to moving out and before the new tenant takes the unit over.

C. The existing lease will be cancelled on the day the new tenant's lease begins. Rent will be prorated for the outgoing and incoming tenants for that month.

**24. 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 Contract within a reasonable time after written notice to Leaseholder. If the University terminates this Contract, and the Leaseholder 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 Contract, 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.

**25. Trespass.** As outlined in UW Standard Administrative Policy and Procedure: Trespass (available at: [http://www.uwyo.edu/regs-policies/\\_files/docs/policies/trespass\\_sap\\_8-2-22.pdf](http://www.uwyo.edu/regs-policies/_files/docs/policies/trespass_sap_8-2-22.pdf)), when an individual'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, individual may be legally barred from University owned or controlled properties, including the Apartments.

## **26. Default and Remedies.**

A. Leaseholder may be default of this Contract if:

- i. Leaseholder fails to pay Rent or any other amount owed under this Contract in accordance with the Payment Methods and Dates, Section 12 (C), of this Contract;
- ii. Leaseholder or Leaseholder's guest(s) violate this Contract or any applicable laws, University regulations, policies and/or procedures, regardless of whether arrest or conviction occurs;
- iii. Leaseholder fails to move into the Premises by the start of the corresponding academic term, or Leaseholder abandons the Premises. The University will assume that Leaseholder has abandoned the

Premises if Leaseholder's personal property has been removed from the Premises and/or Leaseholder is not living in the Premises;

- iv. Leaseholder has made any false statements or misrepresentations of any information supplied to the University, including making any unauthorized modifications to this contract;
- v. Leaseholder or Leaseholder's guest(s) 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. Leaseholder establishes an unacceptable pattern of misconduct. Leaseholder establishes an unacceptable pattern of misconduct when Leaseholder is frequently documented for violations of laws or University Regulations/Policies. A pattern of misconduct may result in termination of the Contract.

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

- i. The collection of any fees imposed by this Contract.
- ii. Bringing a legal action against Leaseholder to collect past due Rent and any other fees the University has incurred because of Leaseholder violating this Contract.
- iii. Terminating the Leaseholder's right to occupy the Premises.
- iv. Instituting an action for forcible entry and detainer, without terminating the Contract or Leaseholder's monetary obligations for the Premises by giving Leaseholder written notice for Leaseholder 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 Leaseholder 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 Leaseholder, University can recover all costs or fees involved, including reasonable attorney's fees, as part of any judgment.

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

## **28. Liability.**

A. By signing this Contract, Leaseholder agrees that the University is not liable to Leaseholder or Leaseholder's guest(s) for injury, damage, or loss to person or property caused by, arising from, or associated with the criminal conduct of Leaseholder 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, Leaseholder 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 Leaseholder or Leaseholder'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 Leaseholder, used by Leaseholder, or otherwise in Leaseholder'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 Leaseholder personal property of any kind. **Leaseholder is encouraged to obtain renter's insurance or other similar insurance for losses to Leaseholder from these or other causes.**

C. The University does not guarantee the safety or security of the Leaseholder or Leaseholder's guest(s). Leaseholder 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 and Procedures. Available online at <http://www.uwyo.edu/living/housing/uw-apartments/apartment-documents.html> or from the Housing 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. Leaseholder acknowledges that the University is not liable to Leaseholder or Leaseholder'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. Leaseholder is responsible for Leaseholders own safety and security.

D. Leaseholder or Leaseholder'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 Leaseholders' use and at the Leaseholder's or guests' sole risk.

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

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

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

**31. 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 Leaseholder's rights as a tenant under this Contract. 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 Contract or it may elect to continue this Contract. Leaseholder's rights under this Contract are therefore subject to the rights of the lender(s) of loans secured by the University's interest in the Apartment Community.

## **32. General Provisions.**

A. **Entirety of Agreement.** This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. Omission of initials as indicated throughout the contract will not invalidate this Contract.

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

C. **Interpretation.** The construction, interpretation, and enforcement of this Contract 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 Contract and over the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.

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

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

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

**33. Signatures.** Leaseholder acknowledges and agrees that Leaseholder has carefully read and understands this Contract and that Leaseholder acknowledges that this Contract constitutes a binding and enforceable contract between the University and Leaseholder. Leaseholder must be 18 years or older to sign this contract or an emancipated minor. If Leaseholder is under the age of 18, and not an emancipated minor, a parent signature is also required, and the parent of the Leaseholder also agrees to the terms of this Contract.

University:  
UW Housing & Dining Services

By: *Jill Aldridge*

Leaseholder:

Name:

Signature:

Date:

W#:

For individuals under the age of 18:  
  
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 contract 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 contract, can be sent to the address you provide below. **I hereby certify that I will receive communication sent to this address or received at this phone number.**

Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Cell phone or Contact Number: \_\_\_\_\_

Email: \_\_\_\_\_

W#: \_\_\_\_\_

Has Leaseholder 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 (or designated representative), UW Housing & Dining Services**

By: *Jill Aldridge*