

## HOUSING LEASE AGREEMENT

THIS HOUSING LEASE AGREEMENT ("CONTRACT") is made this \_\_\_\_\_ day of \_\_\_\_\_, (yr) \_\_\_\_\_, between The Timbers, LLC (hereafter referred to as "Lessor"), and \_\_\_\_\_ (hereafter referred to as "Resident"). Lessor is an EQUAL OPPORTUNITY company and does not discriminate on the basis of race, religion, color, national origin, sex, age, veteran status, or handicap. Resident hereby acknowledges prior disclosure that Lessor and its agents are agents of the owner of the Premises and Lessor does not represent Resident in this transaction.

WITNESSETH that Lessor, in consideration of the Covenants herein made by the Resident, does rent to Resident, the premises known as \_\_\_\_\_, Unit \_\_\_\_\_, Laramie, Wyoming, hereafter called "Premises", upon the following express terms and conditions, to wit:

1. TERM. The term of this Contract is for a period beginning at 12:00AM on \_\_\_\_\_ and expiring at 12:00AM on July 31, 201\_\_.
2. RENT. Resident hereby agrees to pay Lessor as Rent for the Premises during the initial term the total sum in U.S. Dollars \$\_\_\_\_\_ payable in monthly increments of \$\_\_\_\_\_ in advance on or before the first day of each calendar month.

Only one (1) check shall be delivered to Lessor per due date and such check shall include all sums then due by Resident. Checks and all other sums due hereunder shall be delivered to Lessor at **1957 Riverside Drive, Laramie, WY 82070. NO CASH SHALL BE ACCEPTED.** Notwithstanding anything else contained in this Contract to the contrary, **prorations of Rent will not be allowed or accepted.**

3. SECURITY DEPOSIT. Resident shall pay to Lessor upon execution of this Contract the sum of \$\_\_\_\_\_, which Lessor may deposit or save with its other funds or deposits from other Residents and which Lessor is to retain as security for the full and faithful performance by Resident of all the covenants, conditions, and agreements of this Contract. Lessor may, without further notice, apply the security deposit on any charges or on damages for the Resident's failure to perform the said covenants, conditions, and agreements on this Contract, but in no event shall the Lessor be obligated to apply the security deposit in such manner. The Lessor's right to possession of the Premises for nonpayment of Rent or for any other reason shall not in any event be affected by reason of the fact that the Lessor holds this security deposit. The security deposit shall accrue no interest payable to Resident.

If the security deposit is not applied toward the payment of Rent, utilities, cleaning, damages, or court costs, including attorneys' fees suffered by Lessor by reason of the Resident's breach of the covenants, conditions, and agreements of this Contract, **the security deposit, or portions thereof, if any due, shall be returned to Resident pursuant to Wyoming statutes.** In no event is the said security deposit to be returned until and unless the Resident has fully performed the obligations hereunder and has vacated the Premises, and properly cleaned it and delivered the keys and possession to the Lessor.

If Resident vacates the Premises prior to the expiration of this Contract, Resident agrees to pay Lessor, in addition to all other charges and liabilities provided herein, and in addition to and not in lieu of all rights and remedies of Lessor hereunder, liquidated damages equal to the greater of fifty percent (50%) or two (2) month's rent of the remaining amounts due under Contract to cover the Lessor's cost of advertising and re-renting the Premises and for the miscellaneous costs and inconveniences experienced by Lessor. Lessor and Resident agree that: (i) the amount of liquidated damages collectible under this Contract constitutes a reasonable amount of actual damages incurred by Lessor allocated to administrative costs and expenses by reason of Resident's default under this Contract; (ii) actual damages allocated to administrative costs and expenses occasioned by Resident's default hereunder are difficult to determine; and (iii) such amounts are not the imposition of a penalty by Lessor.

4. LATE FEE. Should the Lessor not receive delinquent Rent or any other charge due and owing by 5:00 p.m. on the third (3rd) day of the month or date in which due, Resident shall pay to Lessor a \$50.00 monthly late fee, plus an additional \$5.00 per day as liquidated damages until all amounts are paid in full. All amounts due after the 3<sup>rd</sup> must be paid in certified funds.
5. RETURNED CHECK FEE. In the event Resident stops payment or otherwise provides insufficient funds, all remaining payments of Rent, utilities, and late fees shall be in certified funds or money order for a period for six (6) months and a return check fee of \$50.00 will be assessed.
6. DEFAULT. If the Resident fails to promptly pay when due any installment of Rent or other charge(s) herein provided or if the Resident shall fail to comply with any other provision of this Contract, Resident shall be deemed to be in default. In the event of default, the Lessor may terminate this Contract or solely terminate the Resident's right to possession. Upon either such termination, Resident shall immediately quit and surrender the Premises to Lessor. The surrender of the Premises or termination of this Contract or possession shall not release Resident in whole or in part from its, or terminate Resident's, obligation to pay the Rent hereunder for full stated term and any other amounts due hereunder and Lessor may collect from Resident all future Rent due hereunder. If any installment of Rent or other monetary obligation is in default, then all obligations remaining unpaid shall immediately become due and payable at the option of the Lessor.
7. NOTICE OF INTENT TO VACATE. Either party may terminate this Contract at the end of the initial term or at the end of any successive term by giving thirty (30) days written notice to the other party on or before the first of the month in advance of such expiration date. Failure to give such written notice shall bind the Resident to pay the full amount of Rent on next rental due date whether or not Resident remains in the possession of the Premises for the full month. Any renewal or extension of this Contract must be in writing and signed by all parties hereto, their successors or assigns. Should the Resident continue in possession of the Premises after the expiration of this Contract, without a written extension or renewal hereof, such possession shall be on a month to month basis only and at a monthly rate or up to one and one-half (1-1/2) times the rate specified in Paragraph 2 above, and Resident shall still be required to give Lessor written notice of their intent to vacate not less than one (1) month prior to vacating the Premises.
8. TRANSFERS. Resident agrees that Resident will not transfer nor assign this Contract, nor let nor sublet the whole or any part of said Premises without the prior written consent of the Lessor to do such action, which consent may be withheld in Lessor's sole discretion. A transfer fee not to exceed \$100.00 may be charged for transfers at Resident's request. A sublet fee of \$100.00 will be charged and is due and payable at time of any permitted sublease. Lessor shall have the right to assign all or a portion of its rights, duties and obligations under this Contract during the term hereof.
9. SUCCESSOR AND ASSIGNS. This Contract and the obligations hereunder shall bind the successors and permitted assigns of Resident and Lessor.
10. REASSIGNMENT. In Lessor's sole discretion notwithstanding anything else contained in this Contract to the contrary, each Resident agrees to reassignment to a separate premises without dispute when deemed necessary by Lessor upon five (5) days prior written notice from Lessor to Resident.
11. LOST KEYS. A \$25.00 fee will be charged to Resident if they cannot get into the apartment and/or their bedroom after office hours and they call Lessor to unlock the door. The fee will be paid in cash to the employee that unlocks the door at the time door is unlocked. Resident agrees to a charge of \$2.00 per key as the cost of replacement of keys lost by them. Resident has received, and upon termination of this Contract shall return to Lessor, \_\_\_\_\_ front door deadbolt, \_\_\_\_\_ bedroom, and \_\_\_\_\_ mailbox keys.
12. NOTICES. All notices to be given by one party to the other under this Contract shall be in writing, mailed, or personally delivered to the other party at the following: Lessor's mailing address \_\_\_\_\_; Resident's mailing address:\_\_\_\_\_ . Mailed notices shall be sent by United States Postal Service, and

shall be deemed to have been delivered forty-eight (48) hours after depositing the notice or demand in the United States Postal Service. Either party may, by proper written notice, at any time designate a different address to which notices shall be sent.

13. **JOINT LIABILITY.** This Contract shall be binding as to the common areas of the apartment so that upon an event of damage by another co-resident who occupies another bedroom in the Premises, Resident shall be jointly and severally liable for such damage.

14. **OCCUPANCY.** If at any time the Premises are occupied by any person without an existing Housing Contract with Lessor for more than one (1) week without the written permission of Lessor, Lessor may terminate this Contract or evict the Resident named above. Resident is solely responsible for maintaining the Premises at all times, including while they are away or absent from the Premises. **Resident shall maintain interior temperature in winter at a minimum of sixty (60) degrees to avoid freezing pipes.** Lessor shall be notified of all freezing lines immediately.

15. **EVICTION.** Lessor reserves the right to evict one (1) or more of the Residents without terminating this Contract as to the remaining Resident or Residents. In such event, the remaining Resident(s) shall continue to be bound by all provisions of the Contract.

16. **LESSOR'S LIEN.** Lessor shall have a lien for all amounts due or that may become due under the terms of this Contract, upon all personal property owned by the Resident brought upon, kept, or used on said Premises during the term of this Contract in case suit is brought to collect Rent or other sums hereunder, or for an injunction to prevent removal of personal property from the Premises or for other appropriate purposes. Resident shall pay a reasonable attorney fee to be taxed and collected as part of the costs.

17. **WAIVER.** No delay in the enforcement by Lessor of its rights under this Contract shall be deemed a waiver of any such rights, nor shall a waiver on one occasion be deemed to justify any subsequent default by Resident or constitute a waiver as to any subsequent default. Acceptance of partial payment of Rent or of delayed payment of Rent shall not be a waiver as to amount or as to the time for subsequent rental payments. Payments shall be applied to the following charges, if any, and in this order: (i) miscellaneous costs (ii) late charges (iii) utilities (iv) Rent. Lessor's acceptance of the keys to the Premises by Resident on vacation prior to termination of the term (by expiration or by Lessor's written election) shall not be deemed acceptance by Lessor of a surrender of the Premises or a release of the Resident, nor shall any other act or conduct of the Lessor in seeking to minimize loss of rental be deemed to be such acceptance to release.

18. **UTILITIES.** The Utilities are included in the rent; this includes water, sewer, gas, electric, and trash.

19. **WALK-THROUGH.** Lessor and Resident agree to walk-through, jointly or separately, the Premises prior to Resident occupying the same to describe the condition of the Premises. Failure by Resident to return to Lessor within three (3) days of move-in an inspection sheet concerning the condition of the Premises shall deem Resident to acknowledge that the Premises were in good condition, clean and in no need of repair. The parties agree to complete this inspection again on the day the Resident vacates the Premises, for the purpose of determining the settlement of the security deposit.

20. **CONDITION OF PREMISES.** Resident acknowledges that no representation as to the condition of the Premises, or the state of repairs thereof has been made by the Lessor which are not herein expressed and hereby accepts the Premises in its present condition at the date of the execution of this Contract, and that unless referenced on this Contract, Resident has not identified any problems with the Premises. **The Resident agrees not to permit or allow the Premises, its appurtenances, fixtures, equipment, and other property of Lessor to be damaged or depreciated in value by any act or omission of Resident, their visitor(s) or guest(s), in any manner whatsoever and to use proper care and diligence in taking care of the Premises.** Resident specifically agrees that no tacks, nails or screws will be driven into the woodwork or walls except that small nails may be placed in the walls provided that Resident understands and agrees that all holes in walls or ceiling shall be repaired in a manner and of a quality that the repaired area is completely undetectable, and that said repairs shall be solely at the expense of the Resident. Resident further agrees that they will be responsible for, and agree to pay for, any damage done by rain, wind or hail caused by leaving windows open and for overflow of water or stoppage of waste pipes, breakage of glass, and damage to screens. Resident shall immediately pay to Lessor, as additional Rent, all expenses incurred by Lessor for repairs to the Premises rendered necessary by misuse or neglect of Resident, their families, visitor(s), or guest(s), it being understood that all such repairs, if any, shall be undertaken solely by, and in the discretion of Lessor. Resident shall surrender the Premises to Lessor upon the earlier of the termination or expiration of this Contract, in as clean, presentable and re-rentable condition and in as good repair as the same are now or may be placed, normal wear and tear excepted regardless of co-occupant(s) remaining. If the Premises are not so surrendered in a timely manner by Resident, then Resident shall be responsible to Lessor for all damages which Lessor shall suffer by reason thereof, including but not limited to, Lessor's costs and attorney's fees.

21. **WARRANTY.** Resident acknowledges and agrees that they have relied upon no promises, statements, representations, agreements, or warranties concerning the Premises or this Contract except as are expressly set forth in writing in this Contract, and no changes to this Contract shall be binding unless in writing and signed by Lessor, Resident and/or Resident's representative.

22. **DELIVERY OF POSSESSION.** If Lessor is unable to give Resident possession at the beginning of the term hereof for any reason, then at Lessor's option, Lessor may either: (i) rebate the Rent on a pro-rate basis until possession can be delivered, which abated Rent shall be accepted by Resident as full settlement of all damages occasioned by said delay, or (ii) terminate this Contract by giving Resident written notice of such termination, and in either event Resident agrees in advance that it will not incur nor pursue Lessor for any damages occasioned by said delay or termination.

23. **RIGHT OF ENTRY.** The Lessor shall have the right to show the Premises to prospective residents or purchasers at reasonable times. Lessor shall also have right to enter for health, safety, welfare, maintenance and inspection purposes, or in the event that Lessor reasonably believes that policy as stated in the Rules is being violated, , with or without prior notification to Resident, and with or without Resident(s)' presence.

24. **PEACE AND QUIET ENJOYMENT OF PROPERTY.** Lessor covenants that upon payment of the monthly Rent and all other amounts due Lessor, and performing all of the covenants and observing all laws and the Rules hereunder, shall and may peacefully and quietly have, hold, and enjoy the said leased Premises for the Contract term.

25. **PETS.** Resident agrees not to keep any pets or other animals in / on or at the Premises without written consent of Lessor and all co-residents living in Unit, which consent may be withheld by Lessor for any reason whatsoever.

26. **USE OF PREMISES.** Occupancy is to be only by the person named in this Contract and no others. Resident represents that they shall not use or permit any person or persons in any manner whatsoever to use the Premises for any purpose in violation of any law or ordinance of any local government unit or other lawful authority, and that **THEY SHALL KEEP THE PREMISES IN A CLEAN AND SANITARY CONDITION. RESIDENT SHALL NOT MAKE OR PERMIT TO BE MADE ANY NOISE OR ACTIVITY IN THE BUILDING, OR ON THE PREMISES, OR DO OR PERMIT ANYTHING TO BE WHICH INTERFERES WITH THE RIGHTS, COMFORTS AND CONVENIENCES OF CO-RESIDENTS, NEIGHBORS OR THE MANAGEMENT.** Resident shall not conduct or pursue any trade or business from or on the Premises. Resident represents that they shall not sublet any part of the Premises nor assign this Contract or any interest herein, **shall not allow any roomers, boarders or animals to occupy the Premises,** shall not permit any visitor(s) or guest(s) to occupy the Premises for more than one (1) week without written permission of Lessor, shall not cause or permit any damages to the Premises, shall not make any alterations or additions to the Premises, **shall pay for replacement of all glass broken or cracked, missing or torn screens** and shall permit Lessor or Lessor's agent to enter said Premises at all reasonable times with a passkey or otherwise to examine or exhibit same, or to make needed repairs to Premises and show said Premises to persons wishing to purchase or rent same, and shall make no claim against the Lessor for any loss or damage suffered because of an act of any co-resident, the failure of any electrical, gas, or water systems or equipment, the interruption of any utility service or fire, flood or any other casualty beyond the control of Lessor and shall promptly notify the Lessor of same.

27. **REPAIRS.** Resident **agrees not to dispose of any grease, oil, earth, or other similar substance in the rock beds, on the lawn, on the driveways and parking areas, or down/in the drains and pipes** of the Premises. No tampons, sanitary napkins, or paper towels shall be disposed of or placed in any toilet. The expense of sewer line cleaning and all damage caused by any sewer blockage shall be at the sole expense of the Resident. Repairs necessitated by any of the actions described above shall be at Resident's sole expense, regardless of who performs or requires the repair.

28. **DELAY IN REPAIRS.** The Rent shall not be abated nor shall other compensation be claimed or allowed for inconvenience or discomfort

arising from the non-operation of any equipment or utilities or from repairs or improvements made to any building equipment or appurtenances, nor for any space taken to comply with any law, ordinance, or order of governmental authority. In respect to services herein expressly or implied agreed to be furnished by Lessor to the Resident, there shall be no lessening of abatement of Rent or any other compensation for interruption or curtailment of such services when such interruption or curtailment shall be due to accidents, acts of God, strikes, alterations or repairs, desirable or necessary to be made, or inability or difficulty in securing supplies or labor for the maintenance of such services or to any other cause.

29. MAINTENANCE REPAIRS AND ALTERATIONS. No interior or exterior repairs, alterations shall be made by the Resident without having first received written permission of the Lessor to Resident to make such repairs, alterations or conditions. Resident acknowledges that all appliances, including the stove, refrigerator, and dishwasher, are and shall remain the property of Lessor. All repairs and maintenance of the heating, plumbing and wiring systems on said Premises shall be paid for by the Lessor, provided that the necessity of such repair and maintenance is not due to the negligence or carelessness of the Resident, in which event such expenses shall be borne by the Resident.

30. DESTRUCTION OF PREMISES. If, during the term of this Contract, the building or Premises are destroyed or partially damaged, so as to render the Premises wholly unfit for occupancy, and if they shall be so badly damaged that they cannot be replaced, in the opinion of Lessor, within sixty (60) days (from the happening of such destruction), then this Contract shall cease and become null and void from the date of such damage or destruction and then said Resident shall immediately surrender said Premises and all interest therein to said Lessor, and the Resident shall pay Rent within this term only to the time of such surrender. But if said Premises shall be so slightly damaged as not to render unfit for occupancy, then the said Lessor agrees that the same shall be repaired with the reasonable diligence and in that case the Rent accrued or accruing shall continue to be paid by Resident. In the event that any questions shall arise between Lessor and Resident as to whether or not repairs shall have been made with reasonable diligence, due allowance shall be made for any delay arising from any cause beyond the Lessor's immediate control.

31. INJURIES - DAMAGES. Resident agrees to be responsible to Lessor for any damages or injury resulting from any failure of said Resident, or their visitor(s) or guest(s), to comply with any of the terms and provisions of this Contract, and said Lessor shall not be responsible for any damage or injury Resident sustains from any cause whatsoever unless injury is a direct result of Lessor's gross negligence. In the event of any injuries to the Resident, or their visitor(s) or guest(s), or to any property of Resident, or their visitor(s) or guest(s), through any negligence of the Lessor, its agents and/or employees, Resident agrees to give the Lessor a written notice of the occurrence of said injury within forty-eight (48) hours of the happening thereof. Said notice must be in writing and delivered to the Lessor at its office. The failure of Resident to comply with the provision herein contained in this Paragraph constitutes a complete waiver and release of any and all claims and causes of action, if any, against the Lessor, its agents and/or employees for all expense and/or losses sustained or incurred as a result of such injury.

32. INDEMNIFICATION. Resident will indemnify Lessor and save it harmless from any and all claims, liabilities and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon, or at the Premises arising out of the occupancy thereof, or occasioned wholly or in part by any act or omission of Resident, its agents, employees, contractors, or invitees. The above stated provision of this Paragraph shall also apply to Resident's occupancy of the Premises during the installation of their furnishings and household goods even though such occupancy may be prior to the commencement of the said Contract term.

33. RULES AND REGULATIONS. Lessor may from time to time establish or adopt such reasonable Rules as it may deem necessary and proper for the management and control of the Premises, and may also from time to time change such Rules, and this Contract shall be in all respects subject to such Rules, which Rules shall be a part hereof, and Resident shall obey all Rules and see that they are faithfully observed by all Residents, co-residents, visitor(s) and guest(s). Breach of the Rules shall constitute default hereunder and be grounds for eviction. Resident acknowledges receipt of a copy of the Rules at the time of execution of this Contract.

34. ABANDONMENT. It is specifically understood and agreed by Resident that if Resident shall vacate the Premises and leave any personal property either in the dwelling or anywhere about the building or common areas, then such property shall be deemed abandoned by the Resident, in such event, Resident hereby specifically authorizes Lessor to dispose of such abandoned personal property. Pursuant to Wyoming Statutes §1-12-1210, relating to abandonment of personal property left behind by a renter, any notice to Resident, as well as any other notice to be given to Resident following termination of this Agreement, shall be mailed to the following address, unless another address is provided in writing by Resident to Lessor prior to termination of this Agreement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

35. THEFT OF AND DAMAGE TO PROPERTY. Lessor shall not be liable for any damage to property of Resident or of others located on the Premises demised to Resident, nor for the loss of or damage to any property of Resident or of others by theft or otherwise, nor shall Lessor be liable for any injury or damage to persons or property resulting from fire, explosions, falling plaster, steam, gas, electricity, water, or rain or snow leaks from or into any part of the Premises or from the pipes, appliances or plumbing works, or from the roof, street or subsurface, or from any other place or by the dampness or by any other cause of whatsoever nature, unless injury or damage is a direct result of Lessor's gross negligence. Lessor shall not be liable for any such damage caused by other Residents or persons in the Premises. **Lessor recommends Renters Insurance be purchased by the resident in order to protect Resident against such occurrences.** Lessor shall also not be responsible for any theft or loss incurred by Resident at any time, including when Lessor is showing Premises to prospective Residents.

36. TRASH. Resident shall keep all tin cans, bottles, paper, waste, and trash in covered containers and shall remove or have removed items above described from the Premises weekly. There will be no storing of trash or recyclable items on patios, balconies, entries, or in interior hallways.

37. FURNITURE. Resident shall not place any objects or personal property in or about common area(s), on lawn, patios, front steps, in windows (excluding shades or draperies), or elsewhere which in Lessor's opinion will adversely affect the appearance of the building or common areas of which the Premises are a part. No indoor furniture shall be permitted to be located outside the interior of the Premises. Lessor may, without notice, remove and dispose of any of the objects or property described in this Paragraph, at Resident's sole expense, in the event such property is not properly removed by Resident within twenty-four (24) hours after the Lessor notifies Resident to remove such property.

38. SECURITY/SMOKE ALARM. Resident shall close and lock all windows and doors if the residence will be unoccupied for a continuous period of time in excess of twenty-four (24) hours. Resident agrees, at their own expense, to maintain in good working order any and all fire extinguishers and smoke alarms located on or about the Premises (including without limitation replacement of batteries), and to regularly inspect such items and systems. Removal of smoke alarms, smoke alarm batteries or fire extinguishers rendering them inoperable will result in a fine according to posted schedule.

39. VEHICLES. No vehicles shall be permitted on the lawn, sidewalks, or asphalt pathways of the Premises at any time. **Use of pathways for vehicular loading / loading for move-in and move-out is not permitted.** All vehicles shall be currently registered, in operating condition, and shall not be stored on the Premises. Due to space limitations, storage of recreational vehicles (e.g., boats, trailers, RVs, etc.) is not permitted. Vehicles must display a current parking designation decal provided by Lessor.

40. NO SATELLITE EQUIPMENT. Resident shall not install, place, store, or operate any interior or exterior satellite or other television or radio reception equipment on the Premises, including, but not limited to, satellite dishes and satellite disks. Lessor may, without notice, remove and dispose of any reception equipment described in this Paragraph, at Resident's sole expense, in the event such equipment is not properly removed by Resident within twenty-four (24) hours after Lessor notifies Resident to remove such equipment. Resident shall be solely responsible for the cost of removal and any and all repairs to the Premises required as a result of the removal of such equipment.

41. NO FIREARMS. Resident shall not own, possess, or store any firearm on the Premises without the express prior written consent of Lessor.

42. MILITARY TRANSFER. If Resident is, at any time during this Contract, on active duty in the United States Armed Forces, this Contract may be terminated upon the happening of the following events: (a) Resident has received official orders (i) permanently transferring him/her to a duty station, or (ii) retiring or relieving him/her from active duty; and (b) Resident shall deliver written notice of his/her intention to terminate this

