

# WYOMING RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (this "Agreement"), which is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is by and between \_\_\_\_\_, ("Landlord"), legal owner of the property described below, by and through the Owner's broker and property manager, \_\_\_\_\_ and

Tenant's Name: \_\_\_\_\_ Tenant's Name: \_\_\_\_\_

(hereinafter collectively "Tenant"). Landlord and Tenant hereby agree to as follows:

1. **Summary.** The initial rents, charges and deposits are as follows:

	Total Amount	Received	Balance Due Prior to Occupancy
Rent: From: _____ To: _____	\$ _____	\$ _____	\$ _____
Security Deposit	\$ _____	\$ _____	\$ _____
Key Deposit	\$ _____	\$ _____	\$ _____
Admin Fee/credit App Fee(Non-refundable)	\$ _____	\$ _____	\$ _____
Pet Deposit	\$ _____	\$ _____	\$ _____
Cleaning Deposit	\$ _____	\$ _____	\$ _____
Last Month's Rent Security	\$ _____	\$ _____	\$ _____
Utility Proration	\$ _____	\$ _____	\$ _____
Sewer/Trash Proration	\$ _____	\$ _____	\$ _____
Other	\$ _____	\$ _____	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

(Any balance due prior to occupancy to be paid in CERTIFIED FUNDS)

2. **Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to the terms and conditions of this Agreement, the Premises located at \_\_\_\_\_.

3. **Term.** The term of this Agreement shall commence on \_\_\_\_\_ and continue until \_\_\_\_\_. If Tenant fails to give the notice required by Section 17 below prior to expiration of the term, the term of this Agreement will be extended on a month-to-month basis thereafter until either party shall terminate this Agreement by giving the other party the notice required by Section 17 below.

4. **Rent.** Tenant shall pay rent at the monthly rate of \$ \_\_\_\_\_, in advance, on the \_\_\_\_\_ day of every month beginning the \_\_\_\_\_ day of \_\_\_\_\_. There is no grace period. If rent is delinquent, it must be paid in the form of certified funds.

5. **Place of Payment.** Tenant shall make all payments payable to \_\_\_\_\_ and shall mail such payment to Property Manager at the address set forth in Section 32 or hand deliver such payment to Property Manager at the address set forth in Section 32 during normal business hours.



Landlord \_\_\_\_\_ Tenant \_\_\_\_\_

Property Manager is acting solely in the capacity as agent for Landlord. Tenant must look to Landlord regarding all covenants, agreements, and warranties contained in this Agreement. Property Manager shall not be liable to Tenant regarding any matter that may arise by virtue of this Agreement. If Tenant or its successors in interest should continue in possession of the Premises beyond the expiration of this Agreement by virtue of any agreement made with Landlord or Landlord's successor in interest, then this provision shall be embodied in that agreement.

6. **Additional Fees.**

A. Late fees. In the event Tenant fails to pay rent when due, Tenant shall pay a late fee of \$ \_\_\_\_\_ plus \$ \_\_\_\_\_ per day for each day after \_\_\_\_\_ days that the sum was due.

B. Dishonored checks. Tenant agrees to pay Landlord a collection fee of \$30.00 for each dishonored check made by Tenant to Landlord. If a check is dishonored, Tenant agrees to pay all amounts then due (including rent, the collection fee, late charges and other fees hereunder) and all future payments including rent due under this Agreement by certified funds, and Landlord has the option to reject any payment that is not in certified funds (though Landlord may accept one or more payments that are not in certified funds without waiving its right to insist upon certified funds in the future).

C. Eviction costs. Tenant shall be liable to Landlord for all of Landlord's costs to evict Tenant, including attorneys' fees, court costs, service fees, and any other charges or fees Landlord incurs (either by itself or through Property Manager) to evict Tenant.

D. Additional rent. All fees and charges due from Tenant to Landlord under this Lease, including but not limited to late fees, collection fees, eviction costs, attorney's fees, repair bills, utility bills, landscape and maintenance bills, will become additional rent at the beginning of the month after the fees and/or charges are incurred (whether or not Tenant is billed for the same). **Payments will be applied to charges which become rent in the order accumulated.**

7. **Security Deposit.** Upon execution of this Agreement, Tenant shall deposit with Property Manager as a Security Deposit the sum stated in Section 1. **Tenant shall not apply the Security Deposit to, or in lieu of, rent.** At any time during the term of this Agreement and upon termination of the tenancy by either party for any reason, the Landlord may claim, from the Security Deposit, such amounts due to Landlord under this Agreement. Any termination prior to the initial term set forth in Section 3, or abandonment of the Premises during the term of this Agreement, shall result in Tenant forfeiting the Security Deposit. Tenant agrees, upon termination of the tenancy, to provide Landlord with a forwarding address to prevent a delay in receiving the accounting and any refund.

8. **Cards and Keys.** Upon execution of the Agreement, Tenant shall receive the following:

_____ Door Key(s)	_____ Transmitter(s)	_____ Other _____
_____ Mailbox Key(s)	_____ Transmitter(s)	_____ Other _____
_____ Laundry Room Key(s)		_____ Other _____

Tenant shall make a key deposit (if any) in the amount set fourth in Section 1 upon execution of this Agreement. Any key deposit shall be refunded within 30 days of Tenant's return of all cards and/or keys to Property Manager.

9. **Conveyances and uses.** Tenant shall not assign, sublet or transfer Tenant's interest, nor any part thereof, without prior written consent of Landlord. Tenant shall use the Premises for residential purposes



Landlord \_\_\_\_\_ Tenant \_\_\_\_\_

only and not for any commercial enterprise or for any purpose which is illegal. Tenant shall not commit waste, cause excessive noise, create a nuisance or disturb others.

10. **Occupants.** Occupants of the Premises shall be limited to \_\_\_\_\_ persons and shall be used solely for housing accommodations and for no other purpose. Tenant represents that only the following person(s) will live in the Premises: \_\_\_\_\_  
\_\_\_\_\_.

11. **Guests.** The Tenant agrees to pay the sum of \$ \_\_\_\_\_ per day for each guest remaining on the Premises more than \_\_\_\_\_ days. Notwithstanding the foregoing, in no event shall any guest remain on the Premises for more than \_\_\_\_\_ days.

12. **Utilities.** Each of the following utilities is marked either with a "T", an "O" or an "S". For all utilities marked with a "T", Tenant is responsible for connecting these utilities in Tenant's name immediately upon commencement of this Agreement and for paying when due all all charges in connection with such utilities. Utilities marked with an "O" are maintained in Owner's name and are included in Tenant's monthly rent. Utilities marked with an "S" ("Special Utilities") are maintained in Owner's name. Owner will pay the utility company directly for any Special Utility, but Tenant is responsible for reimbursing the cost of Special Utilities to Landlord. Property Manager will invoice Tenant monthly for Special Utilities, and payment of each invoice is due within fifteen (15) days of the date of an invoice.

Electricity _____	Trash _____	Phone _____
Gas _____	Sewer _____	Association Fees _____
Water _____	Cable _____	Other: _____

No additional phone or cable lines or outlets shall be obtained for the Premises without the Landlord's written consent. In the event of Landlord's consent, Tenant shall be responsible for all costs associated with the additional line outlets.

13. **Pets.** No pet shall be in, on or about the Premises at any time without written permission of Landlord. In the event Tenant wishes to have a pet, Tenant will complete an Application for Pet Approval (which Tenant can obtain by contacting Property Manager). If Landlord approves an Application, Tenant must pay an additional security deposit of \$ \_\_\_\_\_, which will be paid by Tenant in advance subject to the same terms and conditions applicable to security deposits. If Tenant keeps a pet on or in the Premises without written permission of Landlord, Tenant agrees to pay an immediate fine of \$500. Tenant agrees to indemnify Landlord for any and all liability, loss and damage which Landlord may suffer as a result of any animal on or in the Premises, whether or not written permission was granted.

14. **Restrictions.** Tenant shall make no alterations to the Premises without Landlord's written consent. All alterations or improvements made to the Premises, shall, unless otherwise provided by written agreement between parties hereto, become the property of Landlord and shall remain upon the Premises and shall constitute a fixture permanently affixed to the Premises. In the event of any alterations, Tenant shall be responsible for restoring the Premises to its original condition if requested by Landlord or Property Manager.

15. **Default.** Tenant shall be in default under this Agreement if Tenant fails to pay the full amount of rent (including additional rent) when due or to perform any obligation under the Agreement. Tenant shall also be in default hereunder if Tenant or any occupant, guest or invitee (a) violates the terms of any Planned Community Document (see Section 23 below), (b) engages in activity prohibited by this Agreement, or (c) fails to comply with any and all applicable laws, Tenant shall be in default hereunder. Upon default, Landlord may, at its option, terminate this Agreement upon giving ten (10) days' notice. Upon default, Landlord may also pursue any and all legal and equitable remedies available. Whether or not Landlord elects to terminate this Agreement, Landlord's options shall include, but not be limited to, the institution of a



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forcible entry and detainer or other eviction proceeding. Upon retaking possession of the Premises after a Tenant default, Landlord may, without terminating this Agreement, relet the Premises to another tenant. Tenant will remain responsible for all rent for the remainder of term of this Agreement less any amounts Landlord receives from a new tenant. Upon default, Landlord may, but need not, issue an itemized statement to Tenant noting the amount owed by Tenant.

16. **Enforcement.** Failure by Landlord to enforce a term of this Agreement shall not constitute a waiver of said term by Landlord. Acceptance of rent due by Landlord after any default shall not be construed to waive any right of Landlord or affect any notice of termination or eviction.

17. **Notice of intent to vacate.** Tenant shall provide notice of Tenant's intention to vacate the Premises at the expiration of the Agreement. **Such notice shall be in writing and shall be provided to Property Manager prior to the first day of the last month of the lease term set in Section 3 of this Agreement. In no event shall notice be less than 30 days prior to the expiration of the term of this Agreement.** In the event Tenant fails to provide such notice, Tenant shall be deemed to be holding-over on a month-to-month basis until 30 days after such notice. During a holdover not authorized by Landlord, the terms of this Agreement shall apply, except that rent shall increase by \$\_\_\_\_/\_\_\_\_% per \_\_\_\_.

18. **Termination.** Upon termination of the tenancy, Tenant shall surrender and vacate the Premises and shall remove all personal property except for personal property belonging to Landlord. Tenant shall return keys, Landlord's personal property, and the Premises to the Landlord in good, clean and sanitary condition, normal wear excepted. Tenant will allow Landlord to inspect the Premises in the Tenant's presence to verify the condition of the Premises. Tenant is responsible for all costs to repair or refurbish the Premises after vacating the same.

19. **Maintenance and repairs.**

A. Tenant responsibilities.

- i. Tenant shall keep the Premises (including the grounds, if applicable) in a clean and good condition.
- ii. Tenant shall replace all broken glass, regardless of cause of damage, at Tenant's expense.
- iii. Tenant is responsible for routine maintenance (such as changing light bulbs).
- iv. Tenant must report to Property Manager any defect or problem pertaining to plumbing (including water leakage), wiring or workmanship on the Premises, or any other emergency pertaining to or problem with the physical condition of the Premises. Tenant agrees to make such report immediately and in any case within 24 hours of the occurrence.
- v. Unless the parties agree otherwise, Tenant is responsible for maintaining the grounds around the Premises, including mowing grass, watering grass and other plants and shrubs, and general upkeep.
- vi. Tenant shall have carpets professionally cleaned upon move out. If cleaned, Tenant shall present Property Manager with a receipt from a reputable carpet cleaning company.
- vii. Tenant may install or replace screens at Tenant's own expense. Landlord is not responsible for maintaining screens.
- viii. Tenant will be responsible for the costs for any holes or excessive dirt or smudges that will require repainting.

B. Cost of maintenance and repairs. If Landlord incurs costs for maintenance or repairs, those costs will be Tenant's responsibility unless the maintenance or repairs are due solely to Landlord's actions or inactions. Every other cost incurred is Tenant's responsibility (including repairs, replacements and maintenance caused by Tenant, Premises occupants, or Tenant's guests, invitees or

Landlord \_\_\_\_\_ Tenant \_\_\_\_\_



pets, and including but not limited to any damage to appliances, carpeting or the building in general, regardless of the cost of such repairs). Such charges shall be additional rent to be paid no later than the next monthly payment date following such repairs.

20. **Access.** Tenant agrees that Landlord may enter the Premises at all reasonable times and for all reasonable purposes including showing the Premises to prospective lessees, buyers, appraisers or insurance agents or other business therein and for periodic maintenance reviews. If Tenant fails to keep scheduled appointments with vendors to make repairs, Tenant shall pay for any additional Charges incurred which will then become part of the next month's rent and be considered additional rent. Tenant shall not deny Landlord reasonable access to the Premises. Landlord shall also have the right to enter in case of emergency and other situations as specifically allowed by law. Landlord agrees to give Tenant reasonable notification for entry, except in case of emergency.

21. **Inventory.** It is agreed that the following inventory is now on the Premises. (Check if present, cross out if absent.)

_____ Refrigerator	_____ Intercom System	_____ Spa Equipment
_____ Stove	_____ Alarm System	_____ Auto Sprinklers
_____ Microwave	_____ Trash Compactor	_____ Auto Garage Openers
_____ Disposal	_____ Ceiling Fans	_____ BBQ
_____ Dishwasher	_____ Solar Screens	_____ Dryer
_____ Washer	_____ Floor Coverings	_____ Window Coverings
_____ Water Conditioner Equipment	_____ Other	
_____	_____	_____

Tenant assumes responsibility for the care and maintenance thereof

22. **Smoke detector(s).** The Premises is equipped with one or more smoke detector devices. Tenant agrees to test smoke detector(s) with one (1) hour after execution of this Agreement and to inform Property Manager immediately if detector(s) is not working properly at any time.

23. **Associations.** Should the Premises be a part of a common interest community, homeowners association, planned unit development, condominium development or the like (a "Planned Community"), Tenant hereby agrees to abide by all the governing documents (including Declarations, Bylaws, Articles, Rules and Regulations) of such Planned Community ("Planned Community Documents"). Tenant agrees to be responsible for any fines or penalties levied against Tenant, Landlord or Property Manager due to Tenant's noncompliance with any Planned Community Document (including noncompliance by Tenant's family, licensees or guests). Noncompliance with any Planned Community Document is a violation of this Agreement. If Landlord pays any fine due to such noncompliance, such fine shall be considered as an addition to rent and shall be due along with the next monthly payment of rent. Tenant acknowledges receipt of a copy of the applicable Planned Community Documents. Landlord shall provide Tenant with any additions to Planned Community Documents as they become available.

24. **Rules and regulations.** Tenant acknowledges receipt of any applicable rules and regulations governing Tenant's occupancy of the Premises. Landlord may, at its option, with reasonable notice to Tenant, adopt additional reasonable rules and regulations governing use of the Premises and of the common areas (if any).

25. **Insurance.** Tenant  (is)  (is not) required to purchase renter's insurance. Landlord and Property Manager shall each be named as additional insureds on any such policy. Landlord shall not be liable for any damage or injury to Tenant, or any other person, to any personal property occurring on the Premises or any



Landlord \_\_\_\_\_ Tenant \_\_\_\_\_

part thereof, or in common areas thereof. Tenant agrees to indemnify, defend and hold Landlord's harmless from any claims for damage by any other person or party. Tenant understands that Landlord's insurance does not cover Tenant's personal property. Even if it is not a requirement of this Agreement, Tenant understands the Landlord highly recommends that Tenant purchase renter's insurance.

26. **Additional responsibilities.**

A. Any barbeque must be at least ten (10) feet away from any structure as required by Laramie County Fire Department and may not be kept on a balcony if the balcony is constructed from combustible materials. Tenant shall comply with Wyoming law and any local laws in the use thereof.

B. Tenant agrees to coordinate transfer of utilities to Landlord or Property Manager within \_\_\_\_\_ business days of vacating the Premises.

C. Locks may be replaced or re-keyed at the Tenant's expense. If Tenant wishes to have locks replaced or re-keyed, Tenant shall inform Property Manager, who shall make arrangements for the same to be done. Tenant must be present when locks are replaced or re-keyed and must pay the person or company replacing or re-keying the locks at the time the service is provided. Tenant is responsible for all costs, including delays because Tenant was not present at the time of service. Landlord will retain one or more keys for each new or re-keyed lock.

27. **Modifications to Agreement.** This Agreement may only be modified in a writing signed by each party.

28. **Conflicts between Agreement and Addendum.** In case of conflict between the provisions of an addendum and any other provisions of this Agreement, the provisions of the addendum shall govern.

29. **Attorneys' fees.** In the event of any court action, the prevailing party shall be entitled to be awarded against the losing party all cost and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs.

30. **Governing law.** This Agreement is executed and intended to be performed in the State of Wyoming in the county where the Premises are located and the laws of the State of Wyoming shall govern its interpretation and effect. The venue for any action to resolve a dispute under this Agreement shall be in the appropriate court in Laramie County, Wyoming.

31. **Waiver.** Nothing contained in the Agreement shall be construed as waiving any of the Landlord's or Tenant's rights under the laws of the State of Wyoming.

32. **Confirmation of representation.** The Agents in the transaction are:

Tenant's Broker: \_\_\_\_\_ Agent's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

License #: \_\_\_\_\_

**Landlord's Broker/Property Manager:**

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

License #: \_\_\_\_\_



Landlord \_\_\_\_\_ Tenant \_\_\_\_\_

33. **Notice.** Unless otherwise required by law, any notice to be given or served upon any party hereto in connection with this Agreement must be in writing and shall either be faxed or sent via certified mail to the following addresses:

*To Property Manager:* Address or fax set out in Section 32 above.

*To Tenant:* \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

34. **Signatures.** The Agreement is accepted and agreed to jointly and severally. The undersigned have read the Agreement and understand and agree to all provisions thereof and further acknowledge that they have received a copy of this Agreement.

35. **Additional terms.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agreed as of the date first set forth above.

**Landlord**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Tenant**

By: _____	By: _____
Name: _____	Name: _____
Date: _____	Date: _____



Landlord \_\_\_\_\_ Tenant \_\_\_\_\_