

# Residential Lease Agreement

## DEPOSIT RECEIPT

RECEIVED from TENANT(S) named below, the sum of \$ \_\_\_\_\_ in the form of \_\_\_\_\_ as a deposit which, upon acceptance of this lease by the LANDLORD, will be applied as follows:

	Total	Received	Payable Prior To Occupancy
Rent for the period from _____ to _____	\$ _____	\$ _____	\$ _____
Security Deposit _____	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
TOTAL _____	\$ _____	\$ _____	\$ _____

The total deposit received shall be refunded if this lease is not accepted by the LANDLORD within \_\_\_\_ days.

### 1. PARTIES:

LANDLORD \_\_\_\_\_

TENANT(S) \_\_\_\_\_

### 2. PROPERTY ADDRESS \_\_\_\_\_

**3. TERM:** This agreement shall commence on the date of \_\_\_\_\_ and continue (check one item only):  
[ ] on a month-to-month basis, OR, [ ] until the date of \_\_\_\_\_. TENANT acknowledges the term ends at 12:00PM (noon) on the last day of the month or the expiration date listed, at which time all cleaning must be completed, keys returned, and final move-out inspection must be arranged with LANDLORD.

**4. RENT:** TENANT shall pay LANDLORD or his designated agent the sum of \$ \_\_\_\_\_ per month in advance, on or before the first day of each calendar month. The TENANT shall pay the rent to : Bear Lodge Cabins, LLC, c/o Sundance State Bank PO Box 950 Sundance, WY 82729. TENANT shall deliver notices to LANDLORD at the following address: PO Box 7370 Alva, WY 82711. The LANDLORD or his designated agent must be in actual receipt of the rent in order to comply with this agreement.

**5. SECURITY DEPOSIT:** Prior to occupancy, TENANT shall deposit the sum of \$ \_\_\_\_\_ with LANDLORD, as a security deposit to secure TENANT'S faithful performance of the terms of this agreement. Of this deposit, \$ \_\_\_\_\_ shall be refundable, and \$ \_\_\_\_\_ shall be non-refundable. TENANT shall NOT have the right to apply the security deposit for payment of last month's rent. Within 30 days after all TENANTS have vacated, or within 15 days after receipt of the TENANT'S new mailing address (extended to 30 days if there is damage to the rented premises), whichever is later, the LANDLORD shall either return the refundable deposit or provide a written notice explaining why the deposit is being retained. LANDLORD may use the security deposit for cleaning the premises, for any unusual wear and tear to the premises or common areas, and for any rent or other sums owed pursuant to this lease agreement.

**6. OTHER FEES:** Non-refundable pet fee of \$ \_\_\_\_\_ one time Relms setup fee \_\_\_\_\_ Monthly billing fee \_\_\_\_\_

Other fees (specify whether or not refundable) \_\_\_\_\_

**7. INITIAL PAYMENT:** The initial payment of rent, deposits and fees, as per the Deposit Receipt above, is all due prior to occupancy.

**8. UTILITIES:** TENANT shall pay for all utilities and/or services supplied to the premises unless noted here : (check one)  
[ ] There are no exceptions—TENANT pays all utilities. [ ] LANDLORD pays for : \_\_\_\_\_

9. LATE FEES & BAD CHECKS: In the event that rent is not paid within three (3) days after the due date, pursuant to Paragraph 4, TENANT shall pay a late fee of 8% of the monthly rent amount plus an additional \$5/day accruing from the 4th day of the month. If LANDLORD issues a Notice for non-payment of rent, TENANT must thereafter tender all payments via cash or certified funds only. In the event of a dishonored rent check, TENANT must thereafter tender only cash or certified funds for all future payments. In addition, TENANT shall pay a fee of \$30.00 for each dishonored check.

10. ACCOUNTING METHOD: All payments received by LANDLORD will be applied first toward any late fees and/or other additional charges, then toward rent.

11. USE & OCCUPANTS: The premises are rented for residential use only, and shall be occupied by the undersigned adults and \_\_\_\_ children. If LANDLORD, with written consent, authorizes additional persons to occupy the premises, the rent shall be increased by \$100 per month for each additional person. Occupancy by TENANT'S guests staying over 7 days without LANDLORD'S written consent, shall be in violation of this agreement and the rent shall be immediately increased by \$100 per month for each additional person.

12. INVENTORY: The following furnishings, fixtures and inventory are part of this lease agreement:  
 Refrigerator  Range  Dishwasher  Washer  Dryer  Dehumidifier  Air Conditioner  
 Window Coverings  Other (specify) \_\_\_\_\_

13. PARKING: TENANT is  is not  (check one) assigned a parking space. If assigned a parking space it shall be designated as space # \_\_\_\_\_. TENANT shall not assign, sublet or otherwise allow any other person to use this parking space. Only passenger vehicles which are currently operational, currently registered in the TENANT'S name, and not leaking any substances may be parked on the premises. No other vehicle or item may be stored in this parking space without the prior written consent of the LANDLORD. TENANT may not wash, make repairs or paint in this space or any other place on the premises.

14. SUBLETTING OR ASSIGNING: TENANT shall not assign or sublet the premises, or any part thereof, without the prior written consent of the LANDLORD.

15. CONDITION OF PREMISES: TENANT acknowledges that the premises have been inspected, including floor and window coverings, appliances, paint, fixtures and appurtenances, and TENANT has found them to be clean and in complete working order, except as otherwise noted here or on the Property Move-In/Move-Out Inspection Form : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
TENANT promises to maintain the premises in a clean, safe and sanitary manner, and to return the premises in a condition identical to that which existed when TENANT took occupancy, excepting normal wear and tear. TENANT shall immediately reimburse LANDLORD for any sums necessary to repair or replace any item, fixture or appurtenance in or around the premises that needs service due to the misuse or negligence of TENANT or TENANT'S guests or other occupants. TENANT shall be responsible for the cleaning or repair to any plumbing fixture where a stoppage occurs during TENANT'S occupancy. TENANT shall be responsible for repair or replacement of the garbage disposal where the cause is a result of bones, grease, pits, or any other item which normally causes blockage of the mechanism. TENANT shall be responsible for any damage done by rain, wind, hail or other peril, if such damage is caused by leaving windows open, allowing overflow of water and/or sewer pipes, for broken windows or doors, torn screens, damage to garage doors and/or openers, or any other damage caused while TENANT has possession of the premises. LANDLORD shall deliver possession of the premises with all light bulbs working and of correct wattage, thereafter replacement of light bulbs will be the responsibility and expense of TENANT.

16. ALTERATIONS: TENANT shall make no alterations, additions or improvements to the premises, including but not limited to installing antennas, satellite dishes, lighting fixtures, dishwashers, washing machines, dryers or other items without the prior written authorization of LANDLORD. TENANT shall not change or install locks, paint or wallpaper in the premises without the LANDLORD'S prior written consent. TENANT shall not display any signs, posters or advertisements in a window or other place on the premises. TENANT shall not store any item or object on the property outside of the unit or on a balcony. TENANT shall not use a balcony as a clothes line. TENANT shall not remove LANDLORD'S fixtures or furnishings from the premises for any purpose. TENANT shall indemnify LANDLORD from any liens arising out of any work performed, materials supplied or obligations incurred by TENANT.

17. NOISE & NUISANCE: TENANT and TENANT'S family, guests and invitees shall not disturb, harass, annoy, imperil or otherwise interfere with the peaceful enjoyment of other tenants in the building, the neighbors, the LANDLORD, his agents or workmen. Nor shall TENANT or TENANT'S family, guests and invitees violate any law, ordinance, or health code, or commit or permit waste or nuisance in or about the premises.

18. HOUSE RULES: TENANT and TENANT'S family, guests and invitees shall abide by all written house, pool, laundry and other rules which are hereby incorporated by reference and form a part of this agreement.

19. PETS: No dog, cat, bird, rodent, reptile or other pet or animal of any kind may be brought on the premises by TENANT or TENANT'S family, guests and invitees, EVEN TEMPORARILY, without the prior written consent of the LANDLORD. LANDLORD may charge and collect \$10.00 per day per violation in addition to actual damages caused by the animal, and TENANT will be subject to forfeiture of this lease.

Pets will be allowed if the number and type of pet(s) are noted below, and both LANDLORD and TENANTS have initialed in the space provided. TENANTS agree to the special terms and conditions under which pet(s) are allowed, as follows :

[ ] [ ] \_\_\_\_\_ # of Dogs and Breed(s) \_\_\_\_\_

[ ] [ ] \_\_\_\_\_ # of Cats

[ ] [ ] \_\_\_\_\_ # of Other animals (specify) \_\_\_\_\_

TENANTS Initial Acceptance

[ ] i. An additional \$ \_\_\_\_\_ non-refundable fee is required.

[ ] ii. Upon vacating the premises, any carpets in the apartment or common areas MUST BE PROFESSIONALLY CLEANED by a LANDLORD-approved service using their pet odor and urine removal processes.

[ ] iii. Upon vacating the premises, all non-carpeted areas MUST BE PROFESSIONALLY CLEANED AND SANITIZED by a LANDLORD-approved commercial cleaning company.

**20. EXTERIOR MAINTENANCE:** TENANT will be responsible for keeping the grounds free of litter, debris, and snow removal. TENANT  will  will not be responsible for lawn mowing, trimming, and watering. Trash cans will not be overloaded so as to prevent pickup and/or spread debris around the receptacles. If pet(s) have been specifically allowed in this contract, TENANT will be responsible for cleaning up after them and any damage to the exterior of the building, including but not limited to the actual structure and/or the landscaping. In the event pet(s) are determined to cause damage or TENANT fails to clean up after their pet(s), LANDLORD will repair the damage(s) or have the pet waste cleaned up AT THE TENANT'S EXPENSE and amounts owing will become immediately due and payable by the TENANT.

**21. MOLD AND MILDEW:** TENANT agrees to defend, indemnify and hold harmless LANDLORD (its officers, directors, employees, agents, managers, and affiliates) against any and all claims, actions, causes of action, demands, liabilities, losses, damages, and expenses of any kind, including but not limited to, attorney's fees and court costs, that may be made against LANDLORD as a result of or arising out of the growth or proliferation of mold or mildew caused by actions or negligence of TENANT or any guest or occupant living within the premises. TENANT further agrees the LANDLORD shall not be liable for any damages caused to TENANT, TENANT'S guests, occupants, or any property within the premises resulting from mold or mildew. TENANT shall indemnify LANDLORD from any liability relating to mold or mildew resulting from damages to any person or property within TENANT'S premises regardless of the source of the mold or mildew. TENANT agrees to immediately notify LANDLORD of the existence of any mold or mildew within the premises.

**22. LANDLORD'S RIGHT OF ENTRY & INSPECTION:** The LANDLORD and/or his agents may enter the premises during normal business hours and upon reasonable advance notice of at least 24 hours to TENANT, for the purpose of inspection or repair of the premises, or to show the premises to prospective tenants, purchasers, lenders, appraisers, insurance agents, or other product or service providers. In case of an emergency, no notice need be given. TENANT shall not unreasonably deny access to, or withhold consent to enter the premises.

**23. REPAIRS BY LANDLORD:** Except in an emergency situation, TENANT shall notify the LANDLORD in writing of all requests for service and repairs. The LANDLORD shall act with reasonable diligence in making repairs that are the responsibility of LANDLORD. Rent shall not abate, and TENANT may not withhold rent during such period necessary to effect LANDLORD'S repairs. The LANDLORD may refuse to correct the condition of the residential rental unit and terminate the rental agreement if the costs of repairs exceeds an amount which would be reasonable in light of the rent charged, the nature of the rental property or rental agreement. If the LANDLORD refuses to correct the condition and intends to terminate the rental agreement, he shall notify the TENANT in writing within a reasonable time after receipt of the notice of non-compliance and shall provide the TENANT with sufficient time to find substitute housing, which shall be no less than ten (10) days nor more than twenty (20) days from the date of the notice.

**24. SECURITY NOT PROMISED:** Notwithstanding whatever measures LANDLORD may take to maintain or improve the security of the premises, the parties hereby expressly acknowledge that the premises are not to be considered a security building which would subject LANDLORD to a higher degree of care.

**25. TENANT'S INSURANCE:** TENANT is required to secure and provide proof of a personal property insurance policy (Renter's Insurance) with LANDLORD listed as an "Additional Interest", prior to occupancy. It is hereby acknowledged that LANDLORD does not maintain insurance to cover losses to TENANT'S personal property which may be caused by theft, vandalism, fire, rain, water overflow/leakage, acts of God, or any other causes. It is hereby acknowledged that LANDLORD bears no liability for such occurrences. TENANT's failure to acquire and maintain such a policy prior to and/or during the term of this contract shall constitute a breach of this contract and TENANT will be subject to forfeiture of this lease.

**26. WATERBEDS & LIQUID-FILLED FURNITURE:** (check one) [  ] No liquid-filled furniture may be kept on the premises, or [  ] TENANT may possess a waterbed if TENANT maintains waterbed insurance with coverage of \$100,000.00 or more. TENANT must furnish LANDLORD with proof of said insurance PRIOR to installing any liquid-filled furniture in the premises.

**27. TERMINATION OF LEASE:** If this lease is based on a fixed term, pursuant to paragraph 3 above, this agreement will automatically continue on a month to month basis unless written notice of termination is given by either party at least 30 days before the end of the initial fixed term. If this lease is based on or becomes a month-to-month tenancy, (a) TENANT shall provide written notice of termination at least 30 days before the end of the month or rental period, and (b) LANDLORD shall provide statutory notice of 30 days or more prior to the end of the rental period.

**28. ABANDONMENT:** Abandonment shall be presumed in either of the following two situations: (1) The TENANT fails to pay rent within 15 days after the due date, TENANT fails to notify the LANDLORD that TENANT will be absent from the premises, and there is no reasonable evidence that TENANT is occupying the premises other than the presence of TENANT'S personal property. OR: (2) The rent has been due and unpaid for 1 day or more, TENANT fails to notify the LANDLORD that TENANT will be absent from the premises, TENANT's personal property has been removed from the premises, and there is no reasonable evidence that TENANT is occupying the premises. In the event of an abandonment as above described, LANDLORD will retake the premises and endeavor to re-rent them at a fair market value for TENANT'S benefit. TENANT will remain liable for all rents and other sums due under this lease through the remainder of the lease term, or, until the premises are re-rented including all costs incurred to advertise, restore and re-rent the premises.

Upon regaining lawful possession of the rental unit following termination of the rental agreement, LANDLORD may immediately dispose of any trash or property the LANDLORD reasonably believes to be hazardous, perishable, or valueless and abandoned. Any property remaining with the rental unit after termination of the rental agreement shall be presumed to be both valueless and abandoned. Any valuable property may be removed from the residential unit and shall thereafter be disposed of as follows :

1. The LANDLORD shall provide written notice to the TENANT in accordance with paragraph 4 of this agreement, describing the property claimed to be abandoned and stating that the property shall be disposed of after seven (7) days from the date of service of the notice if the TENANT or his agent does not, with the seven (7) day period, take possession of the property or notify the LANDLORD in writing of the TENANT's intent to take possession of the property. The notice provided by LANDLORD under this paragraph shall be deemed served (a) on the date the notice is mailed by certified mail to the TENANT at an address furnished to the LANDLORD by the TENANT in writing specifically for this purpose; (b) on the date notice is served on the TENANT in accordance with Rule 4 of the Wyoming Rules of Civil Procedure provided a copy of the written notice is delivered to the individual TENANT personally; or (c) on the date the notice is published in a newspaper published in the county or widely circulated in the county where the resident rental unit is located.

2. If the LANDLORD does not receive a written response from the TENANT within seven (7) days after service of notice pursuant to paragraph 1 of this subsection, the property shall be conclusively deemed abandoned and the LANDLORD may retain or dispose of the property.

3. If the TENANT responds in writing to the owner on or before seven (7) days after service of notice under paragraph 1 of this subsection that he intends to take possession of the property, the property shall be held for an additional period of seven (7) days after the written response is received. If the TENANT fails to take possession of the property within the additional seven (7) day period, the property shall be conclusively deemed abandoned and the LANDLORD may retain or dispose of the property.

Paragraph B. The LANDLORD is entitled to the payment of storage costs for the period the property remains at safe keeping plus the costs of removal of the property to the place of storage. The LANDLORD shall be allowed reasonable storage costs if he stores the property himself or the actual storage costs if the property is stored commercially. Payment of storage costs shall be made before the TENANT removes the property.

4. The LANDLORD is not responsible for any loss to the TENANT resulting from storage.

**29. WAIVER:** If LANDLORD fails to exercise any right under this agreement, or fails to demand strict compliance with its terms, or accepts partial compliance, such failure or acceptance of partial compliance shall not be deemed a waiver of any such rights or terms or right to full compliance.

**30. POSSESSION:** In the event that LANDLORD is unable to deliver possession on the agreed date, either party may terminate this agreement upon written notice to the other party at their last known address. It is agreed that neither party shall have liability to the other, except LANDLORD shall immediately refund to TENANT all sums previously paid.

**31. ATTORNEY FEES:** In the event that legal action is undertaken by any party to enforce the terms of this lease or to recover possession of the premises, the prevailing party shall be entitled to recover from the other party all costs incurred in connection with such action, including reasonable attorney fees and collection costs, with or without suit.

**32. NOTICES:** All notices required or given pursuant to this lease shall be in writing and served in accordance with state law. Where notice requirements are not spelled out by law, notices shall be sent via first class mail to the TENANT at the address of these premises, to LANDLORD at the address noted in Paragraph 4, or by hand delivery to any party.

**33. SEVERABILITY:** Should any provision of this lease be held to be invalid or unenforceable, the remainder of the lease shall not be affected thereby.

**34. RENT INCREASE:** LANDLORD reserves the right to increase the rent on the subject premises during the initial term of this lease by a maximum of 10% upon 30 days written notice, if required as a result of an increase in utilities, insurance, taxes, or other operating expenses.

**35. ADDITIONAL RENT:** All sums owed under this Agreement shall be deemed additional rent.

**36. TIME:** Time is of the essence in this agreement.

**37. LANDLORD'S DISCLOSURE REGARDING TOBACCO SMOKE:** (check one) [ ] Smoking is absolutely forbidden in or around these premises, or, [ ] Smoking is allowed in other units, and tobacco smoke from those units may drift into the unit that is the subject of this Agreement.

**38. ADDITIONAL TERMS & CONDITIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**39. JOINT RESPONSIBILITY:** TENANT and each co-signer and/or guarantor expressly understands and agrees that each will be both jointly and individually responsible for the faithful fulfillment of the terms of this lease agreement. By signing this lease, each co-signer and/or guarantor has a right of possession as a TENANT of the premises, and shall be named parties in any action necessary to enforce this lease.

**40. ENTIRE AGREEMENT:** The above stated agreement and the rental application, which is incorporated by reference and attached hereto, and any other attachments incorporated by reference, constitute the complete and final agreement of LANDLORD and TENANT and supersedes any prior oral or written representations or understandings. Moreover, TENANT has been admonished to seek legal advice prior to entering into this agreement and TENANT has waived such counsel. TENANT acknowledges having relied solely on TENANT'S own judgment in entering into this agreement.

DATED \_\_\_\_\_ LANDLORD/AGENT \_\_\_\_\_

DATED \_\_\_\_\_ TENANT \_\_\_\_\_

DATED \_\_\_\_\_ TENANT \_\_\_\_\_

DATED \_\_\_\_\_ TENANT \_\_\_\_\_

DATED \_\_\_\_\_ TENANT \_\_\_\_\_

DATED \_\_\_\_\_ TENANT \_\_\_\_\_

# House Rules

It is the desire of management to make each resident comfortable and happy during his or her stay. This can be quite a task in a multi-unit apartment where different types of people live with their differing likes, dislikes, customs, schedules, and lifestyles. The purpose of the House Rules is to protect the peace and quiet enjoyment that each resident is entitled to. Accordingly, the management requires that the following rules be observed :



**Office Hours :** 8AM to 8PM, Mon thru Fri 9AM to 5PM Saturday  
Closed Sunday except for emergencies

**Emergency :** Alfonso Calderon 801-661-9384  
Randy Faris 307-290-0012 307-467-5293

**Disturbance :** After Office Hours, call the Police.

**Fire :** Call 911, then call management.

**Common Areas :** Use of all common areas (patios, porches, yards, basements, parking areas, etc) shall be between the hours of 9AM and 10PM. This means the party, game, or BBQ must move inside your apartment QUIETLY after 10PM so others may sleep.

**Children :** Parents are responsible for the supervision of their children. Children are not to play in planter beds, on stairways, hang off balconies, climb the trees, or engage in any behavior that is potentially unsafe and/or destructive.

**Guests :** There is an extra charge spelled out in your lease agreement for extra people staying beyond seven (7) days. Residents shall be responsible and liable for the conduct of their guests. Residents shall be responsible for reporting change in family or roommate size or composition to the management. All adult occupants must sign the lease.

**Occupants :** This building allows a maximum of two residents per bedroom; or four residents per two bedroom unit.

**Prohibitions :** No barbecues are allowed on porches or balconies due to potential for fire. Please use patio or yard areas. Storage of gasoline, cleaning solvents, or other combustibles in or around the premises is prohibited.

**Damages :** Residents shall be required to pay for all breakage and all damage done to carpets, shades, windows, window coverings, screens, appliances, garages, garage doors, garage openers, plumbing or any other portions of the premises including any damages to the landscaping or other common areas.

**Noise :** Please respect the rights of other residents. Musical instruments, TVs, radios, stereos, etc, must be kept to a volume that will not disturb or upset others.

**Pets :** Pets must be cleaned up after, and not present a nuisance to other residents. Barking, digging, scratching, and aggressive behavior will be considered a breach of contract and grounds for forfeiture of the lease.

**LOST KEYS :** *We strongly suggest you keep a set of keys where you'll have access to them should you lock yourself out.* If you lose your keys or accidentally lock yourself out of your apartment, WE DO NOT PROVIDE FREE LOCK OUT SERVICE. If it is during normal office hours listed above *and we are available*, you may get a temporary replacement key from us. If it is AFTER HOURS, you will need to contact a 24-hour locksmith for service.





## Why is Renters Insurance a good idea?

### Why do I need Renter's Insurance?

You rent the house or apartment where you live, so why would you need insurance? Isn't that just for homeowners?

#### Your landlord's policy will not cover your personal property.

The homeowner's or commercial property insurance policy that covers the physical dwelling you live in does not cover your possessions inside of the building. A renter's insurance policy (also known as a tenant's policy) provides protection for your personal property, such as furniture or electronic equipment, in case of perils like fire, theft or wind damage.

#### Renter's insurance provides liability protection.

Unintentional bodily injury or property damage that you cause to others could be as financially damaging to you as a fire in your apartment. Liability protection against accidental occurrences (such as a visitor slipping on your wet kitchen floor and breaking an arm) comes standard with renter's insurance policies.

#### Renter's insurance is inexpensive.

Compared to the amount of property you could stand to lose in the event of a severe loss at your residence, renter's insurance is cheap. Typical policies are about \$15/month.

### What does Renter's Insurance cover?

Renter's policies provide "named peril" coverage, meaning the policy states specifically what you are insured against.

Some of the named perils are:

- Fire or Lightning
- Windstorm
- Smoke
- Vandalism or Malicious Mischief
- Theft
- Accidental Discharge of Water



Many other common loss types are included in tenant's insurance policies.

Your coverage will generally include liability protection, which covers damages as a result of unintentional bodily injury or property damage to another person. If necessary, a renter's insurance policy may even pay for your legal defense in these circumstances.

You are free to obtain a qualified policy from any licensed agency you choose. We have shopped around and one of the best options we have found is through American Insurance. They can be reached at 801-364-3434. Remember—you must provide proof of insurance PRIOR to moving into your new apartment, listing landlord as an "Additional Interest".