

## RENTAL/LEASE AGREEMENT

OWNER/AGENT, in consideration of the following agreements with resident(s), known as: \_\_\_\_\_, hereby rents the dwelling located at \_\_\_\_\_ Thermopolis, WY 82443 for the period commencing on \_\_\_\_\_ until \_\_\_\_\_ at which time this Agreement is terminated. Resident, in consideration of Owner/Agent permitting him to occupy the above property, hereby agrees to the following terms:

1. To pay as rent the sum of \$\_\_\_\_\_ per month, due and payable monthly in advance no later than 5:00 PM on the last business day before the first day of every month.(on the first is acceptable when it falls on a business day) (**See paragraph #5 concerning discount.**) (Resident loses this discount if rent is not received on time.) Partial payments are not accepted.

2. Resident agrees to pay a daily late charge of \$5.00 for each day the rent is not received by Owner/Agent, regardless of cause, including dishonored checks, time being of the essence. An additional service charge of \$20.00 will be paid to Owner/Agent for all dishonored checks.

3. Payment of rent may be made by personal check until first check is returned unpaid. Owner/Agent has the right to insist that subsequent payments be made by cashier's check, certified check, or money order.

4. All rent checks should be made payable to: **N.L.I., LLC**. Rent may be mailed through the United States Postal Service at Resident's risk to: 1115 Big Horn Ave, Worland, WY 82401. Any rents lost in the mail will be treated as unpaid until received by Owner/Agent.

**5. An incentive to the Resident to make rent payments on time, and for being responsible for the maintenance of the premises, a discount in the amount of \$25.00 may be deducted from the above rental amount each month. Resident further agrees to be responsible for the first \$50.00 of any repairs or maintenance required on the property for the term of the lease. THIS DEDUCTIBLE APPLIES PER OCCURRENCE.**

6. Resident agrees to use said dwelling as LIVING QUARTERS ONLY for no more than \_\_\_\_ adult(s), and \_\_\_\_ child(ren), and to pay \$50.00 each month for each person in addition to contract, who shall occupy the premises as his/her living quarters.**(See Paragraph #10)**

7. Resident agrees to accept the property in its current state of cleanliness, and to return it to "moving in clean" condition, or to pay a special cleaning charge of up to \$250.00.00 upon vacating premises. (Does not include any damages)
8. Resident agrees to adhere to the policy of **NO PETS ALLOWED.** **This means no house sitting, babysitting of others pets or allowing family, friends or others to bring pets of any type into your apartment/house.**
9. **Resident is to be responsible for insect, rodent, and pest control.**
10. Resident agrees not to assign this Agreement, nor to sublet any part of the property, nor to allow another person to live therein other than as named in paragraph #6 above, without first receiving WRITTEN permission from the Owner/Agent and paying the appropriate surcharge.
11. Resident will be responsible for payment of the following: gas, electricity, telephone, cable TV, and other bills incurred during residency. ***Resident specifically authorizes Owner/Agent to deduct amounts of any unpaid bills from the Security Deposit upon termination of this Agreement.***
12. No rights of storage are given by this Agreement. The Owner/Agent shall not be liable for any loss of property by fire, theft, breakage, burglary, or otherwise, nor for any accidental damage to persons or property in or about the leased premises resulting from electrical failure, water, rain, windstorm, etc., which may cause issue of flow into or from any part of said premises or improvements; including pipes, gas lines, sprinklers, or electrical connections. ***Resident hereby agrees to purchase needed insurance, or to provide self-insurance in adequate amounts to offset any risk.***
13. Any removal of Owner/Agent's property without express WRITTEN permission from the Owner/Agent shall constitute abandonment and surrender of the premises and termination by the Resident of this Agreement. Owner/Agent may take immediate possession, exclude resident from property, and store all Resident's possessions at Resident's expense pending reimbursement in full for Owner/Agent's loss and damage.
14. **Owner/Agent has the right to emergency access at any time and access during reasonable hours to inspect property or to show property to prospective residents.**
15. Resident agrees to pay a Security Deposit of \$\_\_\_\_\_ to secure Resident's pledge to full compliance with the terms of this Agreement. NOTE: SECURITY DEPOSIT MAY NOT BE USED TO PAY RENT UNDER ANY CIRCUMSTANCES! Any damages not previously reported on the appropriate check-in form will be repaired at Resident's expense with funds other than the Security Deposit.

**16. Release of Security Deposit is subject to the provisions of state statutes and as follows:**

- A. The full term of the Agreement has been completed.
- B. No damage or deterioration to the premises, buildings, grounds is evident.
- C. The entire dwelling, appliances, closets, cupboards are clean and free from insects, the refrigerator is defrosted, all debris and rubbish have been removed from the property, carpets are vacuumed and PROFESSIONALLY cleaned and deodorized.
- D. All unpaid charges have been paid including late charges, visitor charges, pet charges, delinquent rents, etc.
- E. All keys have been returned.
- F. A forwarding address has been left with the Owner/Agent. Within fifteen (15) days after termination of occupancy the Owner/Agent will send the balance of the Deposit to the address provided by the Resident in the names of all signatories hereto; or Owner/Agent will impose a claim on the Deposit and so notify the Resident.

17. If Resident leaves said premises unoccupied for fifteen (15) days while rent is due and unpaid, Owner/Agent is granted the right hereunder to take immediate possession thereof and to exclude Resident therefrom, removing all Resident's property contained herein and placing it into storage at Resident's expense.

18. If Resident abandons the property and gives evidence of that abandonment by actions such as moving out and leaving residence unoccupied, and/or terminating utility services during the term of the lease, that shall constitute breach of tenancy as agreed on Page one (1), and termination by the Resident of this Agreement. Owner/Agent has the right to take immediate possession thereof and to exclude Resident therefrom; removing all Resident's property contained therein and placing it into storage at Resident's expense.

19. If Resident is late three (3) times, rent and discounted rent automatically increase \$25.00 without affecting any other terms of the Agreement.

20. If any violation of this Agreement occurs such as non-payment of rent on time or issuing a bad check to Owner/Agent, Resident agrees to reimburse Owner/Agent the actual or reasonable cost of collecting without protest.

21. Resident agrees to accept said dwelling, all furnishings and appliances therein as being in good and satisfactory condition unless a written statement of any objections is delivered to the Owner/Agent within three (3) days after Resident takes possession.

SUCH NOTICE SHOULD BE GIVEN ON THE CHECK-IN FORM WHICH BECOMES A PART OF THIS AGREEMENT.

Resident agrees that failure to file such a statement shall become conclusive proof that there were no defects of note in the property. Resident agrees not to permit deterioration of the premises during the period of this Agreement to woodwork, floors, walls, furnishings, fixtures, appliances, windows, screens, doors, lawns, landscaping, fences, plumbing, electrical, air conditioning, heating, and mechanical systems. Resident specifically agrees that he will be responsible for, and agrees to pay for, any damage done by rain, wind, or hail caused by leaving windows open; overflow of water or stoppage of waste pipes, breakage of glass, damage to screens, deterioration of lawns and landscaping whether caused by drought, abuse or neglect.

22 Resident agrees not to park or store a motor home, recreational vehicle, or trailer of any type on the premises without WRITTEN permission from Owner/Agent, and to park only 2 automobiles ONLY ON THE DRIVEWAYS AND PARKING AREAS PROVIDED. Resident agrees not park/drive vehicles of any kind on sidewalks, grass, or any premises of Owner/Agent for any purpose, including, but not limited to moving in and moving out.

**23. Resident's obligations according to state statutes are as follows:**

A. Take affirmative action to ensure that nothing is done which might place the Owner/Agent in violation of applicable building, housing, and health codes.

B. Keep the dwelling clean and sanitary, removing garbage and trash as it accumulates, maintaining plumbing in good working order to prevent stoppage and/or leakage or plumbing fixtures, faucets, pipes, etc.

C. Operate all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other appliances in a reasonable and safe manner.

D. Assure that property belonging to Owner/Agent is safeguarded against damage, destruction, loss, removal, or theft.

**E. Conduct himself, his family, friends, guests, visitors in a manner which will not disturb others. If the police are called to the property regarding any disturbance by the tenant, his family, friends, guests or visitors, or suspicion of illegal activity, it is cause for possible immediate termination of lease, forfeiture of deposit and eviction.**

F. Allow the Owner/Agent access to the premises for the purpose of inspection, repairs, or to show the property to someone else at reasonable hours on request, and to specifically authorize unannounced access any time rent is late, or this Agreement is terminated, for purposes of pest control, maintenance estimates, serving legal notices, or emergencies.

***G. Live up to all provisions of this Agreement, particularly with respect to paying the rent on time and caring for the property.***

24. No locks may be changed or added on any door without WRITTEN permission from the Owner/Agent. Owner/Agent is to be provided duplicate keys for all locks so installed at Resident's expense within twenty-four (24) hours of installation of said locks.

25. Resident is responsible for all plumbing repairs including faucets, leaks, stopped up pipes, frozen pipes, water damage, and bathroom caulking.

26. Resident is responsible for all glass, screen, and storm door repairs.

27. Resident warrants that any work or repairs performed by Resident will be undertaken only if he is competent and qualified to perform it. Resident will be totally responsible for all activities to assure that work is done in a safe manner which will meet all the applicable codes and statutes. Resident further warrants that he will be accountable for any mishaps and/or accidents resulting from such work, and will hold the Owner/Agent free from harm, litigation, or claims of any other person. In the event repairs are needed beyond the competence of the Resident, Resident is urged to contact the Owner/Agent.

28. Appliances or furniture in the unit at the date of lease are loaned, not leased to the Resident. Maintenance of appliances or furniture is the responsibility of the Resident who will keep them in good repair. The rental payment specifically EXCLUDES all appliances of any kind. Appliances contained in the property are there solely for the convenience of the residents. Owner/Agent assumes no responsibility for their operation. In the event appliances become unsatisfactory after occupancy by Resident is started, the Resident may have them repaired at no cost to the Owner/Agent or request Owner/Agent to have them removed.

29. No money is to be deducted by Resident from rent payment FOR ANY REASON without express WRITTEN permission from Owner/Agent.

30. Resident accepts entire responsibility for recharging air conditioner compressor and the cleaning of furnace and replacement of furnace and/or air conditioner filters. (Where applicable)

31. All parties agree that termination of this Agreement prior to termination date, REGARDLESS OF CAUSE, will constitute breach of the tenancy as agreed on Page one (1), and all security deposits shall be forfeited in favor of the Owner as liquidated damages at Owner/Agent's option following termination.

32. Any holding over after the expiration of this Agreement, with the consent of the Owner/Agent, shall be construed as a MONTH-TO-MONTH TENANCY with the terms

of this Agreement continuing to be applicable until either party shall terminate the Agreement by giving the other party THIRTY (30) DAYS WRITTEN NOTICE.

33. All security deposits are handled as follows:

A. The \$\_\_\_\_\_ deposit will be deposited in a non-interest bearing CHECKING ACCOUNT with Security State Bank.

34. From time to time Owner may be represented by an Agent who will carry identification. Agents as of this date are Tom McKinnon and Monica Schriber.

35. In this Agreement the singular number where used will also include the plural, the masculine gender will include the feminine, and the term Resident will include Tenant, Lessee, Renter.

36. SPECIAL TERMS, CLAUSES, AND/OR CONDITIONS:

**Breaking of this lease is an automatic forfeiture of your deposit**

**THE CO-SIGNER ON THIS LEASE HAS AGREED TO PAY FOR ANY ALL DAMAGES AND UTILITIES NOT PAID BY THE TENANT ON THIS LEASE AGREEMENT.**

ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20( ) AT: Worland, Wyoming

RESIDENT 1. \_\_\_\_\_

RESIDENT 2. \_\_\_\_\_

CO-SIGNER1. \_\_\_\_\_

OWNER/AGENT \_\_\_\_\_  
Monica Schriber or Tom McKinnon

Co-signer address: \_\_\_\_\_  
\_\_\_\_\_