## Sunny Meadows Village Community, LLC 954 McCue #189 Laramie, WY 82072 Phone 307-742-5441

## **Residential Lease Agreement**

This is a legally binding contract. If not understood, seek competent legal advice.

security deposit be insufficient to fully pay the costs of any cleaning, repairs, or other charges under this clause, Landlord shall have the right to recover the deficiency from Tenant.

- 4. RENTAL AMOUNT INCREASES. Tenant and Landlord hereby acknowledge and agree that increases in the regular monthly rental rate hereinabove stated may become necessary and that such increases do not invalidate or terminate this Agreement provided that Landlord gives written notice of the increase in rental amount to Tenant thirty (30) days prior to such increase.
- 5. QUIET ENJOYMENT. Landlord covenants that, on paying the rent and performing the covenants contained in this lease, Tenant will peacefully and quietly have, hold, and enjoy the premises for the agreed term.
- 6. USE OF PREMISES. The premises shall be used and occupied by Tenant exclusively as a private single-family residence, and no part of it may be used by Tenant at any time during the term of this lease for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Tenant shall comply with all the laws, ordinances, rules, and orders of appropriate governmental authorities affecting or regarding the cleanliness, occupancy, preservation of, and use of the premises. Tenant shall not put the premises to any illegal or unlawful use, nor any use which will increase the insurance premium thereon. Tenant and all other persons on the premises further must refrain from conducting themselves in any way that would unduly disturb Tenant's neighbors or constitute a breach of the peace.
- 7. NUMBER OF OCCUPANTS. The premises may only be occupied by the person(s) named in this Agreement along with the dependent child(ren) of such person(s). The number of dependent children who may occupy the premises is \_\_\_\_\_. Additional persons may occupy the premises only with the written consent of Landlord.
- 8. CONDITION OF PREMISES. Tenant stipulates that the premises have been examined by Tenant, including the grounds and all buildings and improvements, and that at the time of this lease they are in good order and repair and in a safe, clean, and tenantable condition and the premises are generally satisfactory to Tenant.
- 9. ASSIGNMENT AND SUBLETTING. Without the prior written consent of Landlord, Tenant may not assign the lease or sublet or grant any license to use the premises or any part of them. A consent by Landlord to one assignment, subletting, or license shall not be considered a consent to any subsequent assignment, subletting, or license. An assignment, subletting, or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be void and, at Landlord's option, may terminate this lease. Likewise, purchasers of any mobile homes on location in Sunny Meadows Village Community property

must be approved by management **prior to** the sale in order for the new owners to continue to occupy the premises. If the new owners are not approved, at the sole discretion of Landlord, the mobile home must be removed from the premises and the mobile home park.

- 10. ALTERATIONS AND IMPROVEMENTS. Tenant may make no alterations to the buildings on the premises or construct any building or make other improvements on the premises without the prior written consent of Landlord. Unless otherwise provided by written agreement between Landlord and Tenant, all alterations, changes, and improvements built, constructed, or placed on the premises by Tenant, with the exception of fixtures removable without damage to the premises and movable personal property, shall be the property of Landlord and remain on the premises at the expiration or termination of this lease.
- DAMAGE TO PREMISES. If the premises or any part of them which is owned by Landlord is damaged partially by fire or other casualty not due to Tenant's negligence or willful act or that of Tenant's family, agent, or visitor, the premises may be repaired by Landlord, and there shall be an abatement of rent corresponding to the time during which and the extent to which the premises are untenantable. However, Landlord shall have the option of not rebuilding or repairing, in which event the term of this lease shall end, and the rent shall be prorated up to the time of the damage.
- 12. DANGEROUS MATERIALS. Tenant may not keep on the premises any item of a dangerous, inflammable, or explosive character.
- 13. UTILITIES. The monthly rental amount provided in this Agreement shall include Tenant's water, sewage, and garbage removal services without further charge. Tenant shall be responsible for arranging and paying for all electric and gas utility services on the premises. In any rental unit owned by Landlord, Tenant agrees to at all times keep the premises in a heated condition, at such temperature to avoid any loss or damage to the unit due to freezing.
- 14. UTILITY DEPOSIT FOR RV RENTALS. If this Agreement is for lease of the premises for use to park an RV, an additional utility deposit shall be required. RV deposits will be either \$125.00 if electric utility is put in Tenant's name or \$450.00 if electric utility stays in Landlord's name. Any electric bills will be deducted from the \$450.00 deposit. Forwarding addresses must be given at that time. The balance of the deposit will be returned pursuant to Wyoming law after final electric bill and inspection of lot. This RV utility deposit cannot be used to pay amounts due and owing Landlord for past or future rental amounts.
- 15. MAINTENANCE AND REPAIR. At his or her expense, Tenant shall keep and maintain the premises and appurtenances in good sanitary condition and repair for conditions arising out of normal wear and tear on the premises during the term of this Agreement and any renewal of it. In particular, Tenant shall keep the fixtures in the house or on or about the

premises in good order and repair; keep the furnace clean; keep the walls free from dirt and debris; and make all required repairs to the plumbing, cooking, heating, sanitary, and other electric and gas fixtures whenever damage to them has resulted from Tenant's misuse, waste, or neglect or that of his or her family, agent, or visitor. Tenant agrees that no signs will be placed or painting done on or about the premises by Tenant or at Tenant's direction without the prior written consent of Landlord.

- 16. ANIMALS. Tenant will keep no domestic or other animals on or about the premises without the written consent of Landlord. If Landlord gives such consent, it may be revoked at any time for good cause. Should Landlord consent to the keeping of animals on or about the premises, no more than two (2) pets shall be permitted. An additional pet rental amount of Ten Dollars (\$10.00) per dog, and/or Five Dollars (\$5.00) per cat shall be paid by Tenant along with regular monthly rent in the manner provided by Paragraph 2 of this Agreement.
- 17. INSPECTION OF PREMISES. Landlord and Landlord's agents will have the right at all reasonable times during the term of this lease and any renewal of it to enter the premises for the purpose of inspecting, repairing, or preventing damage on the premises as well as all buildings and improvements on the premises. Tenant's refusal to permit Landlord or Landlord's agents to inspect the premises shall be considered a breach of this Agreement, and Landlord may, at its sole discretion, terminate the lease immediately upon such refusal.
- 18. DISPLAY OF SIGNS BY LANDLORD. During the last two (2) months of this lease, Landlord or Landlord's agent may display "For Sale," "For Rent," or "Vacancy" signs on the premises and may show the property to prospective purchasers or tenants.
- 19. SUBORDINATION OF LEASE. This Agreement and Tenant's interest under it are and will be subordinate to any liens or encumbrances now or hereafter placed on the premises by Landlord, including any mobile home, RV, building, or improvement located on the premises, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and all renewals or extensions of such liens or encumbrances.
- 20. SURRENDER OF PREMISES. At the expiration of the lease term, Tenant shall surrender the premises clean and in as good condition as they were at the commencement of this lease, reasonable use and wear and damages by the elements excepted.
- 21. DEFAULT. If Tenant fails to comply with any provision of this Agreement, other than the covenant to pay rent, or with any present rules and regulations or any that may be hereafter prescribed by Landlord, including without limitation, the *General Rules and Regulations*, appended hereto, or if Tenant fails to comply with any duties imposed on Tenant by statute, rule, ordinance, or regulation, Landlord may terminate the lease and all rights of Tenant hereunder. If Landlord decides that Tenant should be allowed the opportunity to correct the

noncompliance, Landlord may deliver a written notice specifying the noncompliance and allowing three (3) days within which it may be corrected. If compliance is not made, Landlord may then terminate the lease.

If Tenant fails to pay rent when due, and the default continues for five (5) days after due, Landlord may terminate the lease and Tenant shall forfeit any security deposit on the premises. Following such termination, Tenant shall remain liable for any amounts necessary for cleaning or repair of the premises as provided in Paragraph 3 of this Agreement. Should Tenant surrender or abandon the premises prior to the expiration hereof, Landlord may elect, at its sole discretion, to terminate this Agreement, in which case Tenant shall be liable to Landlord for rental payments for the remaining term of the Agreement, and/or Landlord's costs and expenses in reletting the premises.

- 22. SPECIAL LANDLORD TERMINATION. Landlord reserves the right to require Tenant to vacate within 72 hours if Landlord deems, in its sole discretion, Tenant's or any visitor or guest of Tenant's, acts or conduct are detrimental or incompatible with the interest, harmony, comfort, or welfare of the other occupants. Any Tenants arrested on probable cause for, convicted of, or found guilty of, selling, buying, trafficking, growing, producing, synthesizing or otherwise possessing unlawful drugs shall, within 72 hours of Landlord's demand, vacate and surrender the premises to the possession of Landlord. Should Tenant engage in any course of conduct which provides Landlord, in its sole discretion, probable cause to believe that Tenant is selling, buying, trafficking, growing, producing, synthesizing or otherwise possessing unlawful or controlled substances, Landlord shall have the right to to terminate this lease and demand possession of the property.
- 23. LATE FEES. In the event rent is not paid within five (5) days after due date and Landlord still agrees to accept rent, Tenant agrees to pay a late charge in the amount of \$10.00 per day for a lot-only rental or \$20.00 per day for a rental unit beginning from the due date.
- 24. TERMINATION. Upon termination of this Agreement for non-payment of rent or any breach of any term of this Agreement, Tenant agrees to vacate the premises within 24 hours of the termination, and the Landlord or its representatives shall have the right, without further demand or notice, to re-enter the leased premises and take possession thereof, including the removal therefrom of the Tenants' mobile home and any other property of the Tenant found upon the premises. The Tenant waives any and all notice and demand for possession and agrees that upon such failure or breach, the Landlord may immediately reenter the premises and dispossess the Tenant as hereinabove provided without legal notice or the institution of any legal proceedings whatsoever. Should Landlord be required or determine, in its sole discretion, to initiate legal action to regain possession of the leased premises and collect any amounts due and owing to Landlord, Tenant agrees to pay all costs and expenses incurred by Landlord in the prosecution of such action, including without limitation, Landlord's attorney's fees.

- 25. INSURANCE. Tenant agrees to be solely responsible for, and hereby releases Landlord from any liability for any damage to or loss of Tenant's personal property and any and all damage or personal injury occurring on the leased premises occurring due to loss by fire, theft, accident, or any other cause whatsoever. Accordingly, the Tenant is strongly encouraged to obtain personal property/renter's insurance with an insurance company properly licensed to do business in the state. Any property/renter's insurance premiums shall be at the sole cost and expense of Tenant. Tenant agrees to release Landlord and its owners, members, directors, managers, agents, and employees from any and all liability pertaining to loss by fire, theft, accident, or any other cause whatsoever.
- 26. INDEMNITY AND RELEASE OF LIABILITY. TENANT HEREBY AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS, LANDLORD AND LANDLORD'S OWNERS, MEMBERS, DIRECTORS, MANAGERS, AGENTS, AND EMPLOYEES FROM ANY CLAIM WHATSOEVER, INCLUDING WITHOUT LIMITATION, CLAIMS ARISING FROM, OR ALLEGED TO ARISE FROM THE TENANT'S USE OF THE LEASED PREMISES, FROM PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING ON THE LEASED PREMISES, OR FROM TENANT'S NEGLIENCE OR ALLEGED NEGLIGENCE.
- LANDLORD'S LIEN AND ENFORCEMENT THROUGH SEIZURE. 27. TENANT GRANTS LANDLORD A LIEN FOR UNPAID RENT THAT IS DUE AND ANY AND ALL LATE FEES OR OTHER CHARGES, COVERING ALL NONEXEMPT PROPERTY OF TENANT THAT IS IN, ON, OR ABOUT THE PREMISES AND ANY MOBILE HOME ON THE PREMISES WHICH IS OWNED BY TENANT. LANDLORD SHALL HAVE THE RIGHT TO SEIZE TENANT'S NONEXEMPT PERSONAL PROPERTY AND/OR MOBILE HOME TO SECURE THE PAYMENT OF SUMS DUE UNDER THIS LEASE, IN THE MANNER PROVIDED BY LAW, AND IF LANDLORD SEIZES ANY SUCH PROPERTY, LANDLORD SHALL GIVE NOTICE TO TENANT, AND TENANT MAY OBTAIN THE RETURN OF THE PROPERTY BY PAYING ALL AMOUNTS DUE AND OWING LANDLORD, OR AS OTHERWISE PROVIDED BY WYOMING LAW. LANDLORD IS ENTITLED TO COLLECT A REASONABLE CHARGE FOR PACKING, REMOVING, AND STORING PROPERTY SO SEIZED, AND IF THE PROPERTY IS SOLD, LANDLORD MAY ALSO COLLECT A CHARGE FOR THE COSTS OF SELLING THE PROPERTY.

IF TENANT HAS NOT PAID ALL DELINQUENT RENT AND OTHER CHARGES AND FEES, LANDLORD MAY GIVE TENANT NOTICE OF INTENT TO SELL THE PROPERTY IN THE MANNER PROVIDED BY LAW, AND IF TENANT FAILS TO REDEEM THE PROPERTY PRIOR TO THE DATE AND TIME OF SALE BY PAYING ALL DELINQUENT RENTS, REASONABLE PACKING, MOVING,

STORAGE AND SALE COSTS, AND ANY OTHER COSTS AND EXPENSES AUTHORIZED BY LAW, LANDLORD MAY PROCEED TO SELL THE PROPERTY SO SEIZED. ANY PROCEEDS OF THE SALE REMAINING AFTER DEDUCTION OF LAWFUL COSTS AND OFFSETS ENUMERATED ABOVE OR PROVIDED BY WYOMING LAW SHALL BE RETURNED TO TENANT.

- 28. BINDING EFFECT. The covenants and conditions contained in this lease set forth the entire understanding of the parties and shall apply to and bind the heirs, legal representatives, and assigns of the parties to this lease, and all covenants are to be construed as conditions of the lease. No provision of this lease may be altered or terminated by oral agreement.
- 29. RECOVERY OF COSTS AND EXPENSES. If Landlord is required or determines, in its sole discretion, to institute any action to enforce or interpret this Agreement, to recover possession of the leased premises, or to collect any amounts due and owing Landlord, Tenant agrees to pay to Landlord any all costs and expenses incurred by Landlord in the prosecution of such action, including court costs and reasonable attorneys' fees.
- 30. AGREEMENT DOCUMENTS. The appended rate sheet and *General Rules* and *Regulations* documents shall be incorporated in this Agreement by reference, and shall become enforceable terms of this Agreement.
  - 31. RECEIPT OF FUNDS. Landlord acknowledges receipt of the following sums:

First month's rent	\$	
Additional rent	\$	
Security deposit	<del></del>	
Utility deposit	\$	
TOTAL	\$	
	\$	
WITNESS our hands and seals this Signed, sealed, and delivered as:	s day of	, 20

## LANDLORD

<u>Lauriel Stephens</u>		
Authorized Representative of Landlord	Date	
TENANT		
Tenant	 Date	
Tenant	Date	
Tenant Email Address	Phone Number	
Tenant Eman Address	Thone Number	
Tenant Email Address	Phone Number	
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