

Residential lease agreement made on **DATE** between Krummholz Cabanas, LLC/Casita Properties, LLC (a Wyoming Limited Liability Company; "Landlord") and **TENANT'S NAME** ("Tenant").

Landlord and Tenant agree to lease the premises pursuant to the following terms:

LANDLORD'S ADDRESS: 717 South 2nd Street, Laramie, Wyoming
 PREMISES ADDRESS: **110 Steele** (OR APPROPRIATE ADDRESS) Laramie, Wyoming
 LEASE TERM: **TERM OF LEASE**
 COMMENCING ON: **LEASE START DATE**
 MOVE OUT DATE: **MOVE OUT DATE (TWO DAYS PRIOR TO LEASE TERMINATION—SEE POLICY BELOW)** (All personal belongings must be removed)
 TERMINATING ON: **LEASE END DATE**

MONTHLY RENT: **\$RENT AMOUNT**
 DAMAGE AND CLEANING DEPOSIT: **\$1,000**

Total due to hold lease: \$_____ *damage/cleaning deposit*
Total due on move-in date: \$_____ *(X days pro-rated rent)*
Total due per month: \$_____ **RENT INCLUDING ANY ADDITIONAL UTILITIES OR CHARGES**

OCCUPANCY: **ADULTS AND CHILDREN**
 PET POLICY: **No pets are allowed at this premises.** (An exception is made for occasional visiting Chihuahuas—conditional on no complaints from the upstairs tenant.)

Please carefully through this agreement and initial the items below.

Your damage/cleaning deposit will be kept in an interest-bearing account (if your lease is a year or longer) and returned to you along with accrued interest minus any costs for cleaning, repairs, or fees.

In order to help you keep your deposit money, two days are included before your lease ends to complete any cleaning and repairs needed to return the unit to the original condition on the day you moved in, except for reasonable wear. (A move-in condition sheet and move-out check-list are provided). You will be charged at a rate of \$45 per hour plus supplies and materials for cleaning and repairs completed by the landlord. If no additional cleaning or repairs are needed, your damage/cleaning deposit will be returned to you along with any accrued interest and two days of pro-rated rent, reimbursing you for the time between your move-out and lease end date.

The landlord will provide all tools and materials, however, summer yard care and winter snow shoveling are the tenants' responsibility.

Utility Charges: Tenant is responsible for paying the following utilities:

- Rocky Mountain Power (Electric) Black Hills Energy (Gas)
 City of Laramie (Water, sewer, trash) (\$25/month, paid with rent)
 Telephone, Internet, Cable TV (if desired)

Furniture and appliances included with the leased premises:

- Refrigerator and freezer Kitchen Range
 Other items as noted on move-in sheet

Security Deposit: The Tenant has given security to the Landlord in the damage and cleaning deposit amount stated above. The Tenant agrees to return the premises in the same or better condition, excepting reasonable wear. The Tenant agrees to reimburse the Landlord immediately for damage or cleaning greater than the value of the deposit upon presentation of a bill. The Tenant shall not apply the damage and cleaning deposit to unpaid rent. For leases of one year or more, the deposit will be placed in a certificate of deposit. Deposit (plus interest accrued for one or more year leases) will be returned to the Tenant within 30 days of the end of the lease, minus any costs for cleaning, repairs, and fees.

Late Fee: \$20.00 per day after the 5th of the month.

Tenant Default: Any failure by Tenant to pay rent or other charges when due, or to comply with any term of this Lease Agreement, shall, at the option of Landlord, terminate this tenancy, and all deposit monies and prepaid rent shall be forfeited by Tenant. If Tenant fails to fully perform any term in the Lease Agreement, if the Lease Agreement is canceled, if rent and late fee is not paid on time, or if Tenant vacates the premises prior to the end of the lease term, Landlord may enter the premises and physically remove Tenant and any person or property, with or without process of law. In the event Tenant shall be absent from the premises for a period of five (5) consecutive days, while in default, Tenant shall, at the option of Landlord, be deemed to have abandoned the premises.

Renewal and Termination: The Tenant shall include a forwarding address with a notice of termination. The Landlord specifically reserves the right to refuse to renew this lease.

Insurance and Indemnification: Landlord is not liable for any damage or injury caused by or from any casualty, including, but not limited to, electrical wiring, plumbing, water, ice, snow, or gas. Landlord is not liable for any damages or injury to the occupants, guests, or invitees of the dwelling resulting from any accident occurring in the dwelling or in any part of the property. The Tenant agrees to hold Landlord harmless for any and all claims for damages no matter how caused. **Tenant is encouraged to purchase renter's insurance coverage.**

Owner/Landlord Responsibilities

Wyoming statute 1-21-1202 generally defines the duties of residential rental property owners.

State statute requires owners to "maintain that unit in a safe and sanitary condition fit for human habitation. Each residential rental unit shall have operational electrical, heating and plumbing, with hot and cold running water... maintain the residence in a safe and sanitary condition... and correct unsafe or non-compliant conditions in a reasonable time after notice (other than conditions caused by the renter or renters' guests) or terminate the agreement and return all rent paid to the date the renter vacates the unit along with any deposit."

In addition the landlord agrees to **give the resident reasonable notice (24 hours) before entering** and enter only at reasonable times except in the case of an emergency and **provide smoke alarms and fire extinguishers in all rental units.**

Tenant Responsibilities

Wyoming statute 1-21-1204 generally defines the duties of residential rental property renters.

State statute requires renters to “Dispose of all garbage and other waste in a clean and safe manner; Maintain all plumbing fixtures in a condition as sanitary as the fixtures permit; Use all electrical, plumbing, sanitary, heating and other facilities and appliances in a reasonable manner; Occupy the residential rental unit in the manner for which it was designed and shall not increase the number of occupants above that specified in the rental agreement without written permission of the owner; Be current on all payments required by the rental agreement; Comply with all lawful requirements of the rental agreement between the owner and the renter; and Remove all property and garbage either owned or placed within the residential rental unit by the renter or his guests prior to termination of the rental agreement and clean the rental unit to the condition at the beginning of the rental agreement.”

Wyoming Statute 1-21-1205 forbids Tenants to “Intentionally or negligently destroy, deface, damage, impair or remove any part of the residential rental unit or knowingly permit any person to do so; Interfere with another person's peaceful enjoyment of the residential property; or Unreasonably deny access to... to enter the residential rental unit to the owner, agent or manager for the purpose of making repairs to or inspecting the unit, and showing the unit for rent or sale.”

In addition, the tenant shall: **not disturb his neighbors’ peace** or permit other persons on the premises to do so; **not reassign or sub-let the residence to another party** without Landlord’s prior written approval; **not make alterations to paint or window coverings, use any type of window film or weather stripping, or drive nails or screws into any walls or trim.**

The Tenant shall not burn candles or incense. No kerosene heaters or lamps inside the house.

No smoking in or around the residence.

The Tenant **shall maintain, test and replace batteries and not disable smoke alarms** and notify the Landlord immediately of any broken or missing smoke alarms. **The landlord will charge a fee of \$50 for smoke alarms disabled by the tenant—including removed or disconnected batteries—to be donated to the local fire department.**

Tenant shall not leave or permit the premises to be left without proper heating during cold weather months, regardless of absence during vacations, holidays or otherwise. During extremely cold weather, Tenant agrees to keep the house heated to a minimum of 55 degrees and to open bathroom and cupboard doors for heat to reach these areas. **Tenant may be held liable for all damage resulting from frozen water pipes for failure to take reasonable precautions.**

The tenant assumes **all responsibility for damage to the premises from installation and charges for the removal of any satellite dish** (Dish TV) installed at the request of the tenant.

Summer yard care and winter snow removal: The Tenant agrees to provide the normal and usual maintenance, upkeep and repair, including snow removal and yard care, incidental to ordinary use and occupancy of the leased premises. Responsibility for mowing grass at reasonable intervals, keeping the yard and alley free of trash, and removing snow from all sidewalks is the responsibility of the Tenant. **If the City of Laramie issues any citation for yard care or snow removal these services will be hired out at the tenants’ expense.**

When vacating premise, the Tenant shall clean, per attached cleaning check-list and move-in condition sheet, to return the unit to the original condition on the day you moved in (except for reasonable wear) for full return of damage and cleaning deposit. **Any additional cleaning will be taken out of the damage deposit at \$45 per hour.**

TENANT ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND ALL OF THE PROVISIONS OF THIS LEASE AGREEMENT AND HAVE BEEN GIVEN THE OPPORTUNITY TO OBTAIN LEGAL COUNSEL PRIOR TO SIGNING.

EFFECTIVE the date first written above.

_____ Date _____

TENANT'S NAME Tenant

Drivers License Number / State _____ / _____

Emergency Contact _____

Choose an item.

_____ Date _____

Amy Nagler, Manager/Owner

Krummholz Cabanas, LLC/Casita Properties, LLC

Move-out Cleaning Checklist—For Full Return of Damage and Cleaning Deposit**All Rooms**

- Remove all trash
- Sweep/vacuum/mop floors
- Clean windows and door glass inside and out, including dirt in window frames
- Wipe down baseboards, doors and door trim, shelves, windowsills, cupboard doors, etc.
- Vacuum out all drawers and cupboards, wipe to clean where needed
- No damage other than regular wear

Kitchen

- Clean stovetop and oven (use oven cleaner if necessary)
- Defrost and clean refrigerator/freezer (leave unplugged with door propped open)
- Clean floor and walls behind refrigerator and stove (move stove only as far as gas lines allow)
- Clean sink, countertops, faucets, cupboards
- Remove hard water stains from all fixtures (Lime Away works great for this)

Bathroom

- Clean sink and toilet
- Clean shower/tub
- Clean carefully behind the toilet and in all corners of the bathroom
- Remove hair from all drains
- Remove hard water stains from all fixtures

Yard

- Remove all trash
- Weed, weed whack, rake leaves or shovel snow, as needed

Cleaning tools and supplies are available, call if you need them.

Note \$50 fee for removing or disabling smoke alarms.