

Laramie Plains Properties, LLP

265 N 7th • Office • Laramie, WY 82072
(307) 760-2217



1. Residency and Financials

1.1 OCCUPANTS

Agreement, entered into in Laramie, Albany County, Wyoming, between **LARAMIE PLAINS PROPERTIES, 265 N. 7th St., Laramie, WY 82072** ("LESSOR"), and the undersigned TENANTS, who jointly and severally agree to pay and perform this LEASE. There will be additional rent charges for over occupancy.

Andrew D. Devney

1.2 PREMISES

919 Gibbon - 302
Laramie, WY 82072
, Laramie, WY 82070/82072, together with the appliances, fixtures, and furnishings now located on the premises.

1.3 TERM

Commencing on the 06/21/2023 and ending the 06/20/2024

1.4 RENT

\$1,250.00 per month, in advance, to LESSOR at the above address, on or before the **1st** day of each month; if the full monthly rent is not received by LESSOR by the **3rd** day of the month, there is an automatic **\$10.00** per day late charge. If the full monthly rent is not received by LESSOR by the **5th** day of the month, TENANTS shall be in default. The term "**full monthly rent**" shall mean the rent specified above, *plus* all other charges due in conjunction therewith, including but not limited to late charges; partial payments of rent will not be accepted. A bad check shall be subject to a **\$75.00** processing charge and shall be deemed nonpayment of rent, subject to the late charge and default. If TENANTS issue a bad check, then LESSOR may thereafter require cash or certified funds only. In addition to the monthly rent specified herein, TENANTS shall pay in advance and in full, the last month's rent and the deposit provided for in Section 1.5 below, before any TENANT can move into the leased premises. The last month's rent received shall be applied to the last full month of occupancy under this Lease or to the partial month at the beginning and end of the lease if the last month is not a full month. **All amounts and charges that TENANTS are obligated to pay under this LEASE, in addition to the monthly rent, shall be considered as so much additional rent.**

1.5 DEPOSIT

\$1,250.00 as a deposit to secure TENANTS' payment and performance of each and every of their obligations under this LEASE. The deposit shall not prevent default for nonpayment of rent or utilities, shall not in any way limit TENANTS' liability for cleaning and damage charges, and shall be applied against TENANTS' liabilities and obligations under this LEASE only at the election of LESSOR. The deposit, or remainder thereof remaining, if any, after deduction of all cleaning and damage charges, all unpaid rent and utilities, and all other liabilities or obligations of TENANTS under this LEASE, shall be refunded by mail in accordance with state law after the premises are cleaned and repaired, if applicable, and all bills and charges related to the premises have been received and processed by LESSOR.

1.6 UTILITIES

TENANTS shall cause electric and/or natural gas service(s) to be placed in their names, including payment of any deposits required by the utilities, on or before the first day of this Lease. If TENANTS fail to comply with this requirement, TENANTS shall be charged a **\$75.00** administrative charge for each utility statement received by LESSOR, plus the cost of all utility charges incurred after said date. If utilities are terminated for nonpayment of charges, TENANTS are responsible for damages to the premises resulting from the termination of services.

LESSOR shall maintain city and if applicable, electric and/or natural gas service(s) in LESSOR's name, and may bill TENANTS for such service(s).

By initialing below, you acknowledge and agree to the terms in Section 1.

X AD
Andrew D. Devney

2. Policies and Procedures

2.1 PARKING

Parking Permits are issued as a courtesy of the LESSOR and are conditional. There are no assurances that even with a Parking Permit, there will be space for parking. TENANTS living in buildings requiring parking permits must have a parking permit on their vehicle at all times while parked in the parking lot. If there are assigned parking spaces, TENANTS may only park in those spaces assigned to their unit. Unauthorized vehicles will be towed without notification to the owner at vehicle owner's expense.

2.2 INTEREST & LEGAL FEES

All sums due and owing from TENANTS under this LEASE, if not paid when due, shall be subject to interest at the rate of 1.75% per month (21% per annum) until paid. If LESSOR should retain an attorney to enforce this LEASE, whether or not a lawsuit is commenced, TENANTS shall pay LESSOR's attorney's fees and costs.

2.3 TENANTS NOT MINORS

TENANTS warrant that they are of the age of majority (18 years), are under no legal disability, and understand that LESSOR is relying on this warranty in entering into this LEASE.

By initialing below, you acknowledge and agree to the terms in Section 2.

X AD
Andrew D. Devney

3. Responsibilities

3.1 CONDITION OF PREMISES

TENANTS shall have two working days after they move in, to provide to, and review with, LESSOR a list of any damage to the premises and appliances, fixtures, and furnishings. TENANTS acknowledge all smoke detectors to be functioning properly. When TENANTS move out, they shall arrange and conduct with LESSOR an inspection of the premises to determine whether there is any cleaning, damage, or missing items for which TENANTS will be charged. *If TENANTS fail to surrender the number of keys and/or garage door openers provided at the beginning of the LEASE, then they shall be charged the cost to re-key the locks and/or to replace the sending units and garage door openers.*

3.2 CARE OF PREMISES.

TENANTS shall not damage the premises, appliances, fixtures, or furnishings, shall make no alterations to the premises (including nail, screw, or tack holes, installation of antennas or satellite dishes, painting, or removing carpet), shall not change or add door locks, shall replace batteries in the smoke detectors as required, shall at all times keep the premises in clean and habitable condition, and shall maintain the exterior garbage pick-up area in a clean and tidy condition. Carpets shall be professionally cleaned when TENANTS move out or renew as determined by LESSOR the cost of this will be the responsibility of the tenants. If the premises are located in a multi-family building with common areas, TENANTS shall not damage any part of the building in which the premises are located or any of the common or parking areas used in conjunction with the premises, and, shall keep these areas clean and free from all obstructions. TENANTS will be promptly charged for any damage or missing items discovered by LESSOR during the term. *TENANTS shall promptly report to LESSOR any damage or defect requiring maintenance or repair.*

3.3 USE OF PREMISES

The premises shall be used as a **personal dwelling place by TENANTS only**, and by no other persons except occasional guests, in a quiet and ordinary manner and in accordance with any rules posted on the premises, and for no unlawful purposes. **Prohibited Activities:** **Parties** are not allowed on the premises at any time - **\$250.00 charge**; TENANTS who violate this restriction shall be deemed responsible for any damage to the premises and any common areas. **Pets** are not allowed on the premises at any time; if a pet is found on the premises, the pet will be immediately removed to the pound without notice to TENANTS, and a **\$350.00 charge** will be imposed on TENANTS. **Smoking** (including by guests) is not allowed on the premises at any time, and a **\$350.00 charge** will be imposed on TENANTS for damages, cleaning and fumigation. **Loud Music of any kind** is not allowed on the premises at any time - **\$100 charge**. **Power tools or radio transmitters** shall not be operated on the premises at any time. **Flammable or toxic substances** (i.e., antifreeze, batteries, grease and oil, paint and paint thinner, etc.) are not allowed on the premises at any time, and TENANTS shall be charged for disposal of such substances. **Motor vehicle repair or service work** of any kind on the premises or the adjacent street is prohibited. **Waterbeds** are prohibited, and the Storage of boats, RV's, utility trailers, ATV's, snowmobiles, motorcycles and other similar vehicles in parking lots or on the grounds is prohibited. **Nothing contained in the LEASE shall be construed to create for TENANTS a warranty of quiet enjoyment; such warranty is expressly withheld by LESSOR.**

3.4 TENANTS' PROPERTY

The property of TENANTS and their guests shall be kept on the premises at the sole risk of TENANTS. LESSOR recommends that TENANTS obtain standard renter's insurance to cover their property and liability. On or before expiration or termination of this LEASE, TENANTS shall remove all of their property from the premises. Any property on the premises after TENANTS move out or after LESSOR recovers possession of the premises shall be deemed abandoned and valueless, and shall be disposed of by LESSOR as trash with no obligation to retain or store such property or to notify TENANTS prior to disposing of such property. If, however, LESSOR determines in its sole discretion that any such property has value, then LESSOR may dispose of same in accordance with W.S. 1-21-1210

3.5 SUBLEASE

TENANTS shall not assign this LEASE nor sublet or part with possession of the premises without the prior written consent of LESSOR. *If TENANTS sublease without LESSOR'S written consent, TENANTS remain fully responsible under this LEASE and LESSOR may immediately evict the unapproved occupants.*

3.6 DEFAULT

If TENANTS default upon payment of rent or utilities, or if TENANTS violate any restrictions or rules set forth in ¶3, or if TENANTS abandon or vacate the premises (absence of TENANTS from the premises for 14 days without the approval of LESSOR shall be considered an abandonment), or if TENANTS violate any other provision of this LEASE for more than five days after written notice from LESSOR, then LESSOR shall have the right, without waiving any other remedy and without process of law, to re-enter and repossess the premises, to evict TENANTS or any other occupants, and to remove all property from the premises. *Eviction does not terminate TENANTS' responsibility under this LEASE.* After eviction LESSOR may relet the premises upon such terms as it deems appropriate, and TENANTS shall be liable for the costs of reletting and for any loss suffered by LESSOR during the balance of the term of this LEASE.

3.7 RENEWAL OF LEASE

TENANTS must renew their LEASE at least 90 days prior to the end of the current LEASE if they wish to live there for another term. After this time, LESSOR will assume TENANTS are not renewing, and may rent out and/or show the unit to other interested parties.

3.8 DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

- Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing
- Lessee has reviewed the "Protect Your Family from Lead in Your Home" link below.
- http://www2.epa.gov/sites/production/files/2014-02/documents/lead_in_your_home_brochure_land_b_w_508_easy_print_0.pdf

By initialing below, you acknowledge and agree to the terms in Section 3.

X AD
Andrew D. Devney

4. General Clauses

4.1 LESSOR'S LIABILITY

LESSOR shall not be liable for, and TENANTS shall indemnify and save LESSOR harmless from, claims for personal injury or death, and damage or loss to property of TENANTS or their guests, in or about the premises, or, if the premises are located in a multi-family building, within any part of the building in which the premises are located or upon any of the common or parking areas used in conjunction with the premises.

4.2 ACCESS BY LESSOR

LESSOR or its agents may enter the premises to exhibit, inspect or perform work during business hours *without* notice to TENANTS, or at any time *without* notice to TENANTS. LESSOR reserves the right to show the premises to other potential tenants at any time within 90 days prior to the end of this LEASE *without* prior notice to TENANTS.

4.3 LESSOR'S RIGHT TO SELL

LESSOR reserves the right to offer the premises for sale at any time; should LESSOR sell the premises, then LESSOR shall have the right to terminate this LEASE by giving TENANTS not less than 30 days' prior written notice of termination.

4.4 JURISDICTION & VENUE

TENANTS hereby submit to the jurisdiction of and waive objection to venue in the District Court, Circuit Court, and Small Claims Division of the Circuit Court, in Albany County, WY, and consent that a Small Claims summons served upon them outside of Wyoming shall be deemed to have been duly served in Wyoming.

4.5 DESTRUCTION OF PREMISES

If the premises should suffer material damage or be destroyed through no fault of TENANTS, then LESSOR shall have the option either to terminate this LEASE or to rebuild or restore the premises within 60 days (with rent to abate during the period required to rebuild or restore).

4.6 NONWAIVER & SEVERABILITY

No assent, express or implied, by LESSOR to any violation by TENANTS of any provision of this LEASE shall be deemed to be a waiver of any succeeding violation. Invalidity of any provision of this LEASE by court order or judgment shall in no manner affect any other provision in this LEASE or the enforceability thereof.

4.7 NOTICE

Notices from LESSOR to TENANTS shall be sufficient if posted in the US Mail, postage prepaid, addressed to the premises, and such notice shall be deemed given one day after the mailing thereof. Notices from LESSOR to TENANTS shall also be sufficient if hand delivered to TENANTS or left on the premises in any manner. Notices from TENANTS to LESSOR shall be sufficient if posted in the US Mail, postage prepaid, addressed to LESSOR at the address specified herein for delivery of monthly rent payments.

4.8 REFERENCES

This LEASE is expressly contingent upon TENANTS providing references satisfactory to LESSOR in its sole discretion, and subject to any non-qualifying TENANTS presenting a qualifying Co-Signor to guarantee the full payment of all amounts due from TENANTS, and to sign any applicable Co-Signer form as provided by LESSOR. TENANTS authorize LESSOR to investigate all information contained in the RENTAL APPLICATION or in their references, and shall indemnify LESSOR against any liability that may result from such investigations.

TENANTS acknowledge that they have read carefully and understand all the provisions of this LEASE, that the full amount of sums due and owing from TENANTS under this LEASE may be collected from any one of them, that it is their duty to select responsible persons as their co-tenants under this LEASE, and that arrangements between themselves regarding sharing of rents and other obligations are not binding upon LESSOR. This LEASE represents the entire agreement and understanding of the parties, and there are no representations, promises, or understandings not expressly set forth herein. Subject to ¶5 below, this LEASE shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties hereto. *Tenants acknowledge receipt of a copy of this LEASE.*

By initialing below, you acknowledge and agree to the terms in Section 4.

X AD
Andrew D. Devney

Laramie Plains Properties, LLP

265 N 7th • Office • Laramie, WY 82072
(307) 760-2217



5. Sign and Accept

5.1 NOTICE

This LEASE incorporates and is subject to Pages 1 through 5. TENANTS acknowledge that they have read carefully and understand all the provisions of this LEASE, that the full amount of sums due and owing from TENANTS under this LEASE may be collected from any one of them, that it is their duty to select responsible persons as their co-tenants under this LEASE, and that arrangements between themselves regarding sharing of rents and other obligations are not binding upon LESSOR. This LEASE represents the entire agreement and understanding of the parties, and there are no representations, promises, or understandings not expressly set forth herein. Subject to ¶5 below, this LEASE shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties hereto. *Tenants acknowledge receipt of a copy of this LEASE.*

X *Andrew Devney*

Lessee

IP Address: 47.28.199.94
02/17/2023 08:06am MST

X *Trevor Thatcher*

Lessor

IP Address: 72.111.133.123
02/17/2023 08:59am MST