

RENTAL AGREEMENT

In consideration of the use of the house, front and back yards located at _____, **Cheyenne, Wyoming**. This rental DOES NOT include the garage, and further consideration of the mutual promises and covenants herein contained, _____ hereinafter called "Owner", and _____, hereafter called "Tenant", mutually agree as follows, to wit:

1. Owner agrees to rent to Tenant the above-described premises, and Tenant agrees to pay to owner a monthly rental of \$ _____, therefore.

2. Said monthly rental is due and payable on or before the 1st day of each month, in advance. Rent will be considered late and subject to late fees if it is not received by the Owner no later than the 6th day of each month. Tenant agrees to pay a late fee of Ten Dollars (\$10.00) per day on all delinquent rentals. Said late fee will not exceed Two Hundred (\$200.00) for any given month of tenancy. Tenant also agrees to pay attorneys fees, court costs and all reasonable costs of collections.

3. Monthly rental may be increased or decreased as economic conditions dictate, at the option of the Owner, and with thirty (30) days notice to Tenant.

4. This rental is for a period of **twelve (12) months**, commencing _____ and ending _____, so long as Tenant complies with the terms of this Rental Agreement, shall constitute a tenancy by sufferance.

5. During the last month of the lease or any time thereafter, the tenant or the owner may terminate the agreement by giving thirty (30) days notice in writing, before vacating the premises, or shall be liable to pay a months rent upon vacation. In the event this lease is not renewed and tenant remains in the unit, the Rental Agreement stays in full force and effect, and the Tenant will then be occupying the unit on a month to month tenancy. Tenant agrees to maintain and leave the premises in a clean and habitable condition including the law watered and mowed comparable with adjoining properties (and in a condition similar to how the tenant received the property), and agrees to return all keys upon vacating.

6. Tenant shall be responsible for and pay promptly the following utilities and other expenses: **gas, electricity and all voluntary utilities such as cable and phone.** Tenant is required to get the gas and electric bill put in their own name within 14 days of signing the Rental Agreement. Owner shall be responsible for and pay for **water, sewage, and garbage collection.**

7. Tenant shall use the premises as a residence only and for no other purpose, no more than _____ persons may reside therein. Each resident is jointly and severally liable hereunder. The following individuals will be occupying the residence:

(1) _____ Age: _____
(2) _____ Age: _____

(3) _____ Age: _____
(4) _____ Age: _____

No other persons will be allowed to live in or occupy the residence for more than 71 Hours without the prior consent of the landlord.

8. A deposit in the amount of \$ _____ is required. The total deposit will be forfeited if Tenant does not comply with all the provision of this Agreement, and more specifically, but not limited to, compliance with the provision to payment of rental and vacating the premises in an undamaged, clean, rentable condition to be determined by the Owner. It is considered non-compliance if Tenant uses or attempts to use any portion of the security deposit to pay rent.

9. Tenant has inspected the premises and yard and acknowledges all to be in a clean, safe and habitable condition. No pets are permitted without the prior written consent of the Owner. Tenants understands that no pets includes no dog sitting, or allowing visiting pets to be on the premises. Tenant shall make no alteration of any kind, including painting, without prior written consent of the Owner.

10. It is expressly understood and agreed that the Owner will not be liable for any damages or any injury to the Tenant's family or Tenant's guests or their property from the occupancy of said premises by Tenant. Tenant agrees to assume all legal responsibility for the acts and conduct of any visitors, and will not violate and laws on the premises. Tenant further agrees that they will hold Owner harmless and indemnify the Owner for any damages the Owner incurs as the result of Tenant's occupancy.

11. Tenant acknowledges that Owner's insurance policy does not cover Tenant's personal property. Owner strongly encourages Tenant to purchase a Renter's policy. Said policy is at owners expense.

12. Tenant shall not transfer his interest in and to this Rental Agreement, nor shall the tenant assign or sublet the said premises, or any part thereof, or in Tenant's absence to otherwise, permit others to occupy the premises without first having obtained the written consent of Owner.

13. Owner shall have full right to enter and inspect the premises at all reasonable times to insure maintenance and safety of the premises, and to show the premises to perspective tenants after notice to vacate has been given by either party.

14. Tenant shall have the right to Quiet Enjoyment of the premises and Owner will what is within the Owner's power to insure this happens. Tenant will not disturb the Quiet Enjoyment of other occupants of the building, or surrounding premises, or cause unnecessary expense to the Owner, or the occupants of surrounding premises. Tenant will promptly correct all reasonable complaints upon request. In the event Tenant fails to promptly correct all reasonable complaints, Tenant shall be in default of this Rental Agreement.

15. Tenant agrees to vacate said premises with **three (3)** days after being notified in writing due to non-payment of rent, breach of this Agreement, or any other lawful reason deemed prudent by Owner.

16. In the event Owner is required to pay any sum of money, including interests costs or damages as a result of Tenant's failure to perform under any of the provisions of this Rental Agreement, Tenant agrees to reimburse Owner the next time rent becomes due or any subsequent installment of rent.

17. It is expressly understood and agreed that the violation of any of the terms or conditions of this Rental Agreement shall be sufficient cause for eviction from said premises and that if legal action is taken by Owner in the event of default under or breach of this Agreement, for eviction, or otherwise, Tenant shall be liable for all costs of such action **including a reasonable attorney fees, court costs and reasonable collection costs** incurred by Owner.

18. This Agreement is binding upon the heirs, executors, personal representatives and assigns of the parties hereto. Time of the essence hereof. The parties hereto acknowledge and affirm that they are of legal age and competent to enter into this Agreement, have read and understand the same, agree to be bound by the terms and conditions hereof, and by the execution hereof that they received a copy of this Rental Agreement.

19. Should any provision of this Agreement be held invalid, by an court having competent jurisdiction or by passage of law, only the specific provision so held or so modified by law shall be invalidated and the reminder of the Agreement shall be in full force and effect.

20. Tenant may terminate this Lease at any time during its term by giving written notice at least **thirty (30)** days prior to the date upon which Tenant expects to vacate the above-described premises if any of the following events occur:

- a. Tenant receives military orders permanently transferring Tenant to a military post more than 70 miles from Warren Air Force Base;
- b. Tenant receives military orders requiring Tenant to complete temporary duty (TDY) for a period of **ninety (90)** days or more and more than 70 miles away from Warren Air Force Base; or
- c. Tenant receives military orders discharging Tenant from the military.

Dated at Cheyenne, Wyoming, this _____ day _____, 20__.

Owner

Tenant

Tenant