

**MAXIMUM REALTY**  
**RESIDENTIAL LEASE**

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Maximum Realty, hereinafter referred to as the LANDLORD and \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, hereinafter referred to as the TENANT, concerning the lease of the following described property: \_\_\_\_\_  
Laramie, WY 8207\_\_

is agreed to by and shall bind the TENANT, its heirs, estate, or legally appointed representatives. TENANT as herein used shall include all persons to whom this property is leased. LANDLORD as herein used shall include the owner(s) of the premises, its heirs, assigns or representatives and or any agent(s) designated by the owner(s).

**TERM OF LEASE:** This lease begins \_\_\_\_\_, 20\_\_ and ends \_\_\_\_\_, 20\_\_. If, for any reason, LANDLORD cannot deliver possession of the premises to TENANT by the beginning date, the beginning date may be extended up to thirty (30) days or lease voided at LANDLORD's option without LANDLORD being liable for any expenses caused by such delay or termination. This lease shall terminate early, at LANDLORD's option, upon sale of or contract for sale entered into on the premises and TENANT agrees to vacate with sixty (60) days written notice from LANDLORD.

**OCCUPANTS:** Only the above listed individuals shall occupy the premises unless written consent of the LANDLORD is obtained. A reasonable number of guests may occupy the premises without prior written consent if stay is limited to 7 hours.

ADDITIONAL AUTHORIZED OCCUPANTS: \_\_\_\_\_

**PRORATED RENT:** TENANT agrees to pay the sum of \$ \_\_\_\_\_ as prorated rent for the period from \_\_\_\_\_ to \_\_\_\_\_.

**ADVANCE RENT:** TENANT agrees to pay the sum of \$ \_\_\_\_\_ as advance rent representing payment for the last month of occupancy.

**RENT:** TENANT agrees to pay the monthly rent amount of \$ \_\_\_\_\_ plus any applicable sales tax on the FIRST day of each month in advance without demand to **Maximum Realty, 217 E Grand Ave #4, Laramie, WY 82072** Phone (307) 460-2019 / Emergency Phone (307) 460-8515. Rent must be received by LANDLORD or its designated agent on or before the due date. A late fee of 5 % of the rent, or \$ \_\_\_\_\_ shall be due as additional rent if TENANT fails to make rent payments on or before the fifth (5th) day of each month. If TENANT's check is dishonored, all future payments must be made by money order or other certified funds. Dishonored checks will be subject to the greater of 5% of the check amount or a \$20.00 charge as additional rent. If LANDLORD has actual knowledge that there are insufficient funds to cover a check, rent will be considered unpaid, LANDLORD may serve TENANT with a Three Day Notice and will not be required to deposit the check. Third party checks are not permitted. Time is of the essence. The imposition of late fees and/or dishonored check charges is not a substitution or waiver of available remedies. If rent is not received by the FIRST day of each month, LANDLORD may serve a Three Day Notice on the next day or any day thereafter as allowed by law. All signatories to this lease are jointly and severally responsible for the faithful performance of this lease. All payments made shall first be applied to any outstanding balances of any kind including late charges and/or any other charges due under this lease. All notices by TENANT to LANDLORD shall be sent to LANDLORD's address above by certified mail.

**PETS:** TENANT shall not keep any animal or pet in or around the rental premises without LANDLORD's prior written approval and a PET ADDENDUM signed by all parties. **If at any time for any reason a pet is found on the premises without LANDLORD'S consent, there will be a Two Hundred Dollar (\$200.00) fine for each occurrence payable to the LANDLORD.**

Initials: \_\_\_\_\_

**SECURITY DEPOSIT:** TENANT agrees to pay LANDLORD the sum of \$ \_\_\_\_\_, as security for faithful performance by TENANT of all terms, covenants and conditions of this lease. This deposit may be applied by the LANDLORD for any monies owed by TENANT under the lease or Wyoming law, physical damages to the premises, costs, and attorney's fees associated with TENANT's failure to fulfill the terms of the lease. TENANT cannot dictate that this deposit be used for any rent due. IF TENANT breaches the lease by abandoning, surrendering or being evicted from the rental premises prior to the lease expiration date (or the expiration of any extension), the deposit will be forfeited as special liquidated damages to cover the costs of reletting the rental premises. TENANT will still be responsible for unpaid rent, physical damages, future rent due, attorney's fees, costs and any other amounts due under the terms of the tenancy or Wyoming law. Security Deposit refunds, if any, shall be made by mail only, as provided by law, made out in names of all TENANTS in one check, and may not be picked up in person. Your security deposit will be held at UniWyo Federal Credit Union in an interest or non-interest bearing escrow account. TENANT agrees that any interest accrued shall become the sole property of LANDLORD.

**ASSIGNMENTS:** TENANT shall not assign this lease or sublet the premises or any part thereof. Any unauthorized transfer of interest by the TENANT shall be considered a breach of this agreement. If the LESSOR does consent to TENANT'S request to sublet or assign any portion of the leased premises, then the TENANT shall pay to the LANDLORD a non-refundable transfer fee of **One Hundred Twenty Five Dollars (\$125.00)**. TENANT shall be solely responsible for ensuring that all sub-lessees or assignees execute all documents and pay all deposits required by LANDLORD prior to the commencement of such sub-lease or assignment. TENANT shall remain responsible for all rent due under the terms of this agreement until a replacement tenant has contracted to assume payments under a new agreement. At no time before, during or after the lease period shall LANDLORD be obligated to find a substitute tenant for TENANT.

**APPLICATION:** If TENANT has filled out a rental application, any misrepresentation made by the TENANT in same will be considered a breach of this agreement and LANDLORD may terminate the tenancy.

**FIXTURES AND ALTERATIONS:** TENANT must obtain prior written consent from LANDLORD before painting, installing fixtures, making alterations, additions or improvements. If permission is granted, same shall become LANDLORD's property and shall remain on the premises at the termination of the tenancy.

**USE OF PREMISES:** TENANT shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. Premises are to be used and occupied by the TENANT for only residential, non-business, private housing purposes only. TENANT shall not operate any type of day care or child sitting service on the premises. TENANT shall secure insurance immediately for any water-filled devices with a loss payable clause to LANDLORD.

**RISK OF LOSS:** All TENANTS' personal property shall be at the risk of TENANT or owner thereof and LANDLORD shall not be liable for any damage to said personal property of the TENANT arising from criminal acts, fire, storm, flood, rain or wind damage, acts of negligence of any person whomsoever, or from the bursting or leaking of water pipes. TENANT is strongly urged to secure insurance for personal property.

**DEFAULT:** (1) Failure of TENANT to pay rent or any additional rent when due, or (2) TENANTS' violation of any other term, condition or covenant of this lease (and if applicable, attached rules and regulations), condominium by-laws or neighborhood deed restrictions or (3) failure of TENANT to comply with any Federal, State and/or County laws, rules and ordinances, or (4) TENANTS' failure to move into the premises or TENANTS' abandonment of the premises, shall constitute a default by TENANT. Upon default, in addition to complete forfeiture of the security deposit, rent due for the remaining term of this lease is accelerated, TENANT shall owe this rent and LANDLORD may begin eviction procedures, after prompt notice is given under Wyoming law. If the TENANT abandons or surrenders possession of the premises during the lease term or any renewals, or is evicted by the LANDLORD, LANDLORD may retake possession of the premises and make a good faith effort to re-rent it for the TENANT account. Retaking of possession shall not constitute a rescission of this lease nor a surrender of the leasehold estate.

**ATTORNEY'S FEES:** If LANDLORD employs an attorney due to TENANT's violation of the terms and conditions of this lease, TENANT shall be responsible for all costs and reasonable attorney's fees as incurred by the LANDLORD whether or not a suit is filed. TENANT waives the right to demand a jury trial concerning and litigation between LANDLORD and TENANT.

Initials: \_\_\_\_\_

**UTILITIES:** LANDLORD is responsible for providing the following utilities: \_\_\_\_\_.  
The TENANT agrees to pay all charges and deposits for all other utilities and TENANT agrees to have all accounts for utilities immediately placed in TENANT name with accounts kept current throughout occupancy. If the utilities which TENANT is responsible for are still in LANDLORD's name at the time TENANT takes occupancy, TENANT agrees that LANDLORD shall order such utilities terminated. TENANT shall not terminate such service until 5:00 p.m. the day after the lease period expires or TENANT surrenders the leased premises to allow LANDLORD an opportunity to inspect the leased premises. TENANT shall pay a penalty of **Sixty Five Dollars (\$65.00)**, which LANDLORD may deduct from TENANT'S security deposit if any amount is due, for terminating electric service prior to the time established in this provision. TENANT is responsible for any fines incurred by the City of Laramie and/or Albany County for use of any of these services.

**VEHICLES:** Vehicle(s) must be currently licensed, owned by TENANT, registered, operational and properly parked. TENANT agrees to abide by all parking rules established now or in the future by LANDLORD or condo/homeowner association's rules, if applicable. No trailers, campers, motorcycles, boats or commercial vehicles are allowed on or about the premises without LANDLORD's prior written approval. TENANT is not to repair or disassemble vehicles on the premises. Vehicles not meeting the above requirements and additional rules of LANDLORD are unauthorized vehicles subject to being towed at TENANT expense. Parking on the grass is prohibited. TENANT agrees to indemnify LANDLORD for any expenses incurred due to the towing of any vehicle belonging to the guest or invitee of TENANT.

Vehicles currently owned by TENANTS: \_\_\_\_\_

**MAINTENANCE/INSPECTION:** TENANT agrees that they have fully inspected the premises and accepts the condition of the premises in 'as is' condition with no warranties or promises expressed or implied. TENANT shall maintain the premises in good, clean and tenantable condition throughout the tenancy, keep all plumbing fixtures in good repair, use all electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner. See maintenance and plumbing addendum attached. In the event TENANT or TENANT's guests or invitees cause any damage to the premises, LANDLORD may, at its option, repair same and TENANT shall pay for the expenses of same on demand or LANDLORD may require TENANT repair same, all charges incurred as additional rent. TENANT shall be fully responsible for, and agrees to maintain and repair at TENANT's expense, the following: BUG EXTERMINATION, LOCKS/KEYS, SCREENING AND SMOKE DETECTOR(S). In the event a major repair to the premises must be made which will necessitate the TENANT's vacating the premises, LANDLORD may, at its option, terminate this agreement and TENANT agrees to vacate the premises, holding LANDLORD harmless for any damages suffered, if any. TENANT shall notify LANDLORD immediately of any maintenance need, maintenance performed or repair in writing. TENANT agrees that they shall immediately test the SMOKE DETECTOR(S) and shall maintain same.

**VACATING:** TENANT agrees to surrender the leased premises by 12PM on the day this agreement or any extension period expires. TENANT shall peaceably surrender the premises and turn in all keys, provide a forwarding address and any other property owned by LANDLORD leaving the premises in good, clean condition, ordinary wear and tear excepted. TENANT agrees to have the carpeting cleaned professionally upon move out or will incur a minimum carpet cleaning charge of \$50.00. In the event all keys are not returned upon move out, there will be a minimum charge of \$25.00.

**RENEWAL:** The TENANT must notify the LANDLORD One Hundred and Twenty (120) days prior to the expiration of this lease agreement of their intention to terminate this lease on its expiration date or extend this lease beyond the current expiration date. In the event the TENANT wishes to extend this lease beyond the expiration date, TENANT must execute a new lease provided by the landlord at least One Hundred and Twenty (120) days prior to expiration of the current lease agreement. Should TENANT fail to extend this lease or fail to notify the LANDLORD before the agreed upon renewal date, LANDLORD will assume TENANT is vacating at lease expiration and will proceed with securing a new TENANT. Notice from TENANT to LANDLORD must be made by certified mail. All other conditions of this lease shall remain in effect. Failure to give above stated notice by TENANT One Hundred and Twenty (120) days prior to the end of the lease or any month to month period will result in additional liability of TENANT for the following full monthly rental period in addition to security deposit forfeiture. If TENANT fails to vacate after the initial term, or any successive consensual periods after termination, TENANT shall additionally be held liable for holdover (double) rent.

Initials: \_\_\_\_\_



**MAXIMUM REALTY**  
**MAINTENANCE/PLUMBING ADDENDUM**

The LANDLORD agrees to have all plumbing systems in good working order prior to TENANTS occupancy. The TENANT shall keep all plumbing fixtures in good condition and shall use all plumbing related equipment in a reasonable manner. In the event the TENANT or TENANT's guests are the material cause a plumbing stoppage in any of the fixtures in the house the TENANT shall be fully responsible for and agrees to have said stoppage repaired. If the TENANT uses our recommended plumbing company to repair the problem and they determine that the stoppage was not due to the TENANTS negligence, Maximum Realty will fully reimburse the TENANT for the repair.

**The TENANT has read and agrees to the above addendum**

TENANT \_\_\_\_\_

TENANT \_\_\_\_\_

TENANT \_\_\_\_\_

**The TENANT has received a move-in inspection report and agrees to complete and return the form within seventy two (72) hours of occupancy. Failure to do so may affect the return of your security deposit. The TENANT has also received a copy of our resident guide/operating policy manual for their review.**

DATE RECEIVED \_\_\_\_\_

DATE RETURNED \_\_\_\_\_

TENANT \_\_\_\_\_

TENANT \_\_\_\_\_

TENANT \_\_\_\_\_

TENANT \_\_\_\_\_

TENANT \_\_\_\_\_

TENANT \_\_\_\_\_

# MAXIMUM REALTY

## DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT

### LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS ADDENDUM

#### LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally-approved pamphlet on lead poisoning prevention.

#### LESSOR'S DISCLOSURE (please initial)

\_\_\_\_\_ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below)

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

\_\_\_\_\_

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_\_ (b) Records and Reports available to the Seller (check one below)

Lessor has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

\_\_\_\_\_

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### LESSEE'S ACKNOWLEDGMENT (please initial)

\_\_\_\_\_ (c) Lessee has received copies of all information listed above.

\_\_\_\_\_ (d) Lessee has read and understands the above Lead Warning Statement and acknowledges receiving an Environmental Protection Agency lead hazard information pamphlet entitled "Protect Your Family From Lead in Your Home"

#### AGENT'S ACKNOWLEDGMENT (please initial)

\_\_\_\_\_ (e) Agent has informed the Lessor of the Lessor's obligation under 422 U.S.C. 4582 (d) and is aware of his responsibility to ensure compliance.

#### CERTIFICATE OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

AGENT:

LESSEE:

\_\_\_\_\_

Dated \_\_\_\_\_

\_\_\_\_\_

Dated \_\_\_\_\_

\_\_\_\_\_

Dated \_\_\_\_\_

\_\_\_\_\_

Dated \_\_\_\_\_



## IMPORTANT NOTICE

Maximum Realty, Inc.

### REAL ESTATE DISCLOSURE FOR LANDLORDS OR TENTANTS

**Landlord's Agent.** (No written agreement with Tenant; requires written agreement with Landlord)

If a Landlord signs a written agreement with us, we are an agent for the Landlord. As an agent for the Landlord, we represent the Landlord and owe the Landlord a duty of utmost good faith, loyalty, and confidence, in addition to the **obligations** enumerated below for Intermediaries. The Landlord is legally responsible for our actions as an agent.

We may work with the Tenant in renting property even though we are an agent of the Landlord. In that event, we will not have a written agreement with the Tenant. The Tenant is not legally responsible for our actions. Even though we do not represent the Tenant, we will assist the Tenant as our customer and are obligated to deal fairly and honestly with the Tenant, to answer the Tenant's questions accurately concerning facts we know about the property, and to disclose any adverse material facts we know about the property. As a Landlord's agent, we have duties to disclose to the Landlord certain information; therefore, the Tenant, as our customer, should not tell us any information which the Tenant does not want shared with the Landlord.

**Tenant's Agent.** (Requires written agreement with Tenant)

If a Tenant signs a written Tenant Agreement with us, we will act as an agent for the Tenant. If so, we represent the Tenant and owe the Tenant a duty of utmost good faith, loyalty and confidence, in addition to the **obligations** enumerated below for Intermediaries. The Tenant is legally responsible for our actions as an agent. As a Tenant's Agent, Wyoming law requires us to disclose to potential Landlords all adverse material facts concerning Tenant's financial ability to perform the terms of the transaction. As a Tenant's Agent, we have duties to disclose to the Tenant certain information; therefore, the Landlord should not tell us any information which the Landlord does not want shared with the Tenant.

**Intermediary.** (Requires written agreement with Landlord and Tenant; or Tenant)

The Intermediary relationship is a non-agency relationship which may be established between a broker and a Landlord or a broker and a Tenant in only two situations, both of which require written agreements.

First, if a Tenant who has signed a Tenant Agency Agreement with us wants to look at or rent property we are managing or marketing as an agent for the Landlord, our relationships with the Landlord and Tenant will automatically change to Intermediary (non-agency) relationships with both the Tenant and the Landlord. On this type of in-house transaction, neither the Tenant nor the Landlord will be legally responsible for our actions as an Intermediary.

As an Intermediary (Non-Agent), we will not represent you and will not owe you a duty of utmost good faith, loyalty, and confidence. We will have the following **obligations** to you:

- **disclose known adverse material facts about the property;**
- **exercise reasonable skill and care;**
- **present all offers in a timely manner;**
- **advise you regarding the transaction;**
- **account promptly for all money or property we receive; and**



• assist in complying with the terms and conditions of any contract and with the closing of the transaction.

As Intermediary, we will disclose all information to each party, but will not disclose the following information without your informed written consent:

- the motivating factors for renting or leasing the property;
- that you may be willing to agree to a price different than the one offered; or
- any material information about you, unless disclosure is required by law or if lack of disclosure would constitute dishonest dealing or fraud.

**NO MATTER WHICH RELATIONSHIP IS ESTABLISHED, A REAL ESTATE BROKER IS NOT ALLOWED TO GIVE LEGAL ADVICE. IF YOU HAVE QUESTIONS ABOUT THIS NOTICE OR ANY DOCUMENT IN A REAL ESTATE TRANSACTION, CONSULT LEGAL COUNSEL AND OTHER COUNSEL BEFORE SIGNING.**

On \_\_\_\_\_ (date), I provided (Landlord) (Tenant) with a copy of this Important Notice and have kept a copy for our records. Brokerage Company

**Maximum Realty, Inc.**

**217 E Grand Ave #4 Laramie, WY 82070**

**BY: \_\_\_\_\_**

Signature: Jeff Hasse, Maximum Realty

We have been given a copy and read this Important Notice on (date) \_\_\_\_\_

\_\_\_\_\_

Signature (Landlord) (Tenant)

\_\_\_\_\_

Signature (Landlord) (Tenant)