

**LEASE AGREEMENT**

THIS LEASE AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between PAUL J. HICKEY and JEANNE M. HICKEY, (hereinafter referred to as “LESSORS”), and \_\_\_\_\_, (hereinafter referred to as “LESSEE”),

**WITNESSETH:**

LESSORS lease to LESSEE, and LESSEE leases from LESSORS, Apartment at \_\_\_\_\_ Cheyenne, Wyoming on a month to month terms beginning \_\_\_\_\_, 2011, under the following terms and conditions:

1. LESSEE shall pay LESSORS, as rent for the premises, the sum of \$ \_\_\_\_\_ per month, in advance, with the first payment to be paid on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, and subsequent payments to be paid on the first day of each month thereafter. Failure to make such monthly payment on or before the 5<sup>th</sup> day of each month, shall result in a late payment of \$50.00 per month.
2. LESSEE shall take possession of the premises on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.
3. A 30 day written notice of termination shall be given by either party.
4. A damage deposit of \$ \_\_\_\_\_ has been paid by LESSEE to LESSORS, receipt being acknowledged, to be used by LESSORS in rectifying any injury caused to the premises by LESSEE beyond that of reasonable wear and tear, or to apply to unpaid rent. Any unused portion of the deposit shall be returned to LESSEE within thirty days after termination of this LEASE AGREEMENT.
5. LESSEE acknowledges receipt of the premises in good condition and without representation by LESSORS as to suitability for any particular use or in any particular condition. LESSEE shall not materially alter the premises without written consent of LESSORS. No Satellite dishes are allowed. LESSEE shall not create any liens against the premises. Any improvements or attachments made by LESSEE shall belong to the LESSORS. LESSEE shall not damage the premises, and LESSEE shall surrender the premises on termination of the LEASE AGREEMENT in as good condition as at the time of the LEASE

**AGREEMENT, reasonable wear and tear excepted.**

**6. LESSEE shall save harmless and indemnify LESSORS against liability for injuries to person or property on the leased premises.**

**7. All taxes, assessments, utility charges (including light, heat, power, water, sewer and garbage) shall be paid by LESSORS.**

**8. The premises shall be used for the purpose of private residence and for no other purpose without the written consent of LESSORS. The premises shall not be used in violation of any law or ordinance or rule made pursuant thereto. The premises shall be occupied only by \_\_\_\_\_.**

**The premises shall not be used for the practice of, or instruction in, music. Dogs, cats, fish, or other animals shall not be kept on the premises on a temporary or permanent basis. Auctions or other sales shall not be held on the premises. LESSEE shall not display signs on the premises. No satellite dishes allowed.**

**9. LESSORS shall have free access to the premises to inspect the same or to make necessary repairs or alterations of the premises. The premises may be displayed to potential tenants after a notice of termination is given by one of the parties hereto upon reasonable notice to LESSEE. LESSEE shall not change locks or place additional locks on the doors without LESSORS' consent.**

**10. LESSEE shall comply with the rules of LESSORS relative to use of the common areas and facilities of The Courtyard (a copy is attached as Exhibit "A").**

**11. If during the term of the LEASE AGREEMENT, the premises, or a material part thereof, shall be destroyed by fire, or other cause, this LEASE AGREEMENT shall cease from the date of such damage or destruction and LESSEE shall immediately surrender the premises to LESSORS, and shall pay rent only to the time of surrender. If the damage to the premises is not of a material part, or is capable of being repaired within a reasonable time, the same shall be so repaired by LESSORS; and during the time that repairs are being made, LESSORS shall remit to LESSEE a just and fair portion of rent according to the nature of damage sustained, and according to the extent that LESSEE is deprived of use of the premises.**

**12. LESSEE shall not assign this LEASE AGREEMENT, nor sublet the**

premises, nor any part thereof, without the written consent of LESSORS.

13. If the rent, or any part thereof, shall not be paid on the date designated for payment, or if default shall be made by LESSEE, LESSORS may, at LESSORS' election, declare this LEASE AGREEMENT terminated, and reenter into said premises with or without process of law, and expel, remove and put out LESSEE, using such force as may be necessary in so doing, and again repossess and enjoy LESSORS' former estate in said premises. At any time this LEASE AGREEMENT is terminated, LESSEE shall surrender, and deliver up said premises to LESSORS peaceably and immediately. Failure to do so shall be a forcible detainer, and LESSEE shall be subject to eviction and removal; forcible and otherwise, and or without process of law.

14. This LEASE AGREEMENT shall be binding upon, and inure to the benefit of, the heirs, devisees, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

15. In the event that LESSOR brings a civil action for breach of this agreement or for eviction proceedings, LESSEE agrees to pay LESSOR'S reasonable attorney's fees and cost of such action.

IN WITNESS WHEREOF, the parties have executed this LEASE AGREEMENT on the date first above written.

**\*\* I give my consent for Lessors to run a credit check. \_\_\_\_\_**

LESSORS:

LESSEE:

By: \_\_\_\_\_

By: \_\_\_\_\_

**PLEASE SEND CHECK ON THE  
FIRST DAY OF EACH MONTH TO:**

**The Courtyard  
P.O. Box 467  
Cheyenne, WY 82003**

**RULES FOR USE OF COMMON AREAS AND  
FACILITIES OF THE COURTYARD**

## **EXHIBIT "A"**

1. Tenant shall not store or leave their personal property on the premises other than in their rented premises (or in storage space provided in the basement, when available).
  
2. Washer and dryer facilities are available for use between 7:00 a.m. and 8:00 p.m.
  
3. The rear yard and the side yard may be used jointly with other tenants. Use for parties or similar entertainment shall be only after notice and arrangements with The Courtyard.
  
4. Parking space in the rear is designated for each apartment. Use of another tenant's parking space shall be made only with permission of that tenant. Mobile homes, recreational vehicles, occasional use vehicles, etc. shall not be parked in these spaces. The spaces shall be used for vehicles ordinarily used in daily activities. Parking on Hynds Boulevard and 4<sup>th</sup> Avenue should not be used for mobile homes, recreational vehicles or storage parking since the city has considered limited parking thereon, especially on the west side of Hynds, and such limitation can be avoided by judicial use of the parking.
  
5. Although The Courtyard shall maintain and repair the grounds and buildings, tenants shall retain the venetian blinds, door knockers, and mail boxes in a uniform appearance. They shall not cause any unnecessary or careless obstruction or destruction of the grounds or buildings. They shall not throw or place waste articles or debris upon the premises other than in the waste receptacles. No satellite dishes allowed.
  
6. Tenants shall not endanger or annoy other tenants. They shall not permit or suffer to occur on the premises any objectionable or disorderly conduct, or any excessive noise, or any nuisance by themselves, their guests, or their servants or agents.
  
7. Tenants shall keep the leased premises in good, clean and sanitary condition, free from dirt, waste and odors. Since the ceiling fixtures are designed to accommodate light bulbs of not greater than a 60 watt flow, their use shall be limited to 60 watt flow. The other electrical outlets do not have such limitation, but permission for use of electric heaters and other extremely high wattage appliances shall be obtained from The Courtyard so that the circuits to other apartments will not be overloaded. Tenants shall use all electric, gas, heat and water utilities reasonably and safely.
  
8. While superficial maintenance, decoration and all necessary cleaning of the leased premises are responsibilities of the tenant at his expense, The Courtyard shall be requested to drive necessary nails, tacks or screws into the walls or ceilings and to move or install any attached lighting fixtures, antennae, or other devices, which will mar the finish of the structure (The Courtyard will perform these services on reasonable request).
  
9. The Lease Agreement with the tenants reflects the identity of all the individuals who will occupy the respective apartments.
  
10. Tenants may NOT introduce waterbeds into any apartment.
  
11. NO SATELITTE DISHES ALLOWED
  
12. Any problems or inquiries may be directed to The Courtyard by calling:

Paul J. Hickey  
635-3520

DATED: \_\_\_\_\_, 2011.

THE COURTYARD:

By: \_\_\_\_\_  
LESSEE

PLEASE SEND CHECKS ON THE FIRST  
DAY OF EACH MONTH TO:

The Courtyard  
P.O. Box 467  
Cheyenne, WY 82003