

## SHIRE RENTALS LLC RESIDENTIAL LEASE AGREEMENT

The Rental Agreement and/or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. The lessor, Shire Rentals LLC, shall be referred to as "OWNER" and Tenants/Lessee, \_\_\_\_\_, shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use solely as a private residence, stand alone modular unit number \_\_\_\_\_ within the premises of the Etna Shire located on Etna Forest Road/Co. Rd. 112, in the city of Etna, Wyoming. This unit has enough parking space for \_\_\_\_\_ vehicles full time, and RESIDENT understands that parked vehicles in excess of those listed may constitute a violation of this agreement.

1. TERMS: RESIDENT agrees to pay in advance \$ \_\_\_\_\_ per month on the first day of each month by direct bank transfer. Agreement shall commence on \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ until \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_. If RESIDENT should move from the premises prior to the expiration of this time period, he/she shall be liable for all rent due until such time that the residence is occupied by OWNER approved paying RESIDENT and/or expiration of said time period, whichever is shorter.

2. PAYMENTS: Rent and/or other charges are to be paid by ACH direct bank transfer to Shire Rentals LLC at the Bank of Star Valley. Etna Shire LLC agrees to draft the set amount of \$ \_\_\_\_\_ on the first day of each month on a reoccurring basis for the specified terms of this agreement. The RESIDENT agrees to maintain enough funds in this account so that the transfer does not bounce. If the ACH transfer bounces, Etna Shire LLC reserves the right to terminate this agreement. The RESIDENT has provided the following account information for the Etna Shire LLC to withdraw funds in the manner described above:

Routing number: \_\_\_\_\_ Account number: \_\_\_\_\_

3. SECURITY DEPOSITS: The base Security Deposit of \_\_\_\_\_, and the pet security deposit of \_\_\_\_\_ shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 30 days after the premises have been completely vacated less any amount necessary to pay OWNER a) unpaid rent, b) cleaning costs, c) key replacement costs (\$5.00 each) d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, e) any other amount legally allowable under terms of this agreement. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER.

4. UTILITIES: The OWNER will provide trash pick up service as well as septic and water utilities. The RESIDENT will be responsible for payment to Lower Valley Energy for electric utilities. Each unit is metered individually, and RESIDENT will make arrangements with Lower Valley Energy to pay the power bill in the RESIDENTS name.

5. OCCUPANTS: Guest(s) staying over 10 days without the written consent of the OWNER shall be considered a breach of this agreement. ONLY the RESIDENT AND NO OTHERS shall occupy the subject residence for more than 10 days unless the expressed written consent of OWNER is obtained in advance.

6. PETS: RESIDENT is allowed to have one pet per rental unit including pets who reside in cages or aquariums. Livestock and poultry including but not limited to pigs, goats, sheep, cattle, horses, chickens, turkeys and guinea fowl are prohibited. Aquariums filled with water over 10 gallons are prohibited. RESIDENT agrees to pay an additional \$500 security deposit to be held for additional potential damage caused by pets and/or their enclosures. Pets are never to be left unattended outside or in the common areas of the property. RESIDENT is responsible for removal of pet waste in outdoor areas of the property. The pet is the sole responsibility of the RESIDENT and aggressive, nuisance and destructive behavior (including elimination inside unit, chewing/scratching of unit or fixtures etc) of said pet may be terms for termination of this agreement at the discretion of OWNER. Additional cleaning costs may be required to return the unit to a non-allergen state. Companion animals (Cats, dogs) must be vaccinated against rabies, unless at the direction of a Veterinarian. Written documentation must be provided to OWNER of pet(s) rabies vaccination history by either vaccination certificate or written verification of vaccination history by veterinary professional.

Name of pet: \_\_\_\_\_ Breed: \_\_\_\_\_ Markings: \_\_\_\_\_

7. SMOKING/ILLEGAL DRUGS: Smoking is prohibited inside the rental units. Smoking is allowed in outdoor areas only. Butts should be disposed of in a fire safe container to reduce potential for uncontained sparks. Use of illegal drugs on the premises is prohibited and will be grounds for termination of this agreement.

8. FIREARMS: Firearms are allowed on premises for storage as personal property. Use and restrictions shall be governed by Wyoming state and federal law. No firearms are to be discharged on premises for recreation, or any other reason, due to proximity of other dwellings and populated areas. Any possession of an illegal firearm is strictly prohibited and will be grounds for termination of this Agreement.

9. LIQUID FILLED FURNISHINGS: No liquid filled furniture or receptacle containing more than ten gallons of liquid is permitted without prior written consent and meeting the requirements on the OWNER.

10. **INSURANCE:** RESIDENT is encouraged to carry renters insurance to protect their personal property as personal contents of the rental unit are not covered by the OWNERS insurance. RESIDENT acknowledges that Shire Rentals LLC will not be held liable for the loss or damage of personal property due to fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses.

11. **PARKING:** Parking areas are restricted to residents of Shire Rentals LLC and their guests. The RESIDENT agrees to occupy only designated parking areas listed in this lease. Additional parking on the east side of the property is available for watercraft, campers, and ATVs. No vehicle washing, cleaning, painting, maintenance or repair is permitted. RESIDENT is responsible for oil leaks and other vehicle discharges for which the RESIDENT shall be charged for cleaning as deemed appropriate by OWNER.

12. **NOISE:** RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another RESIDENT and/or neighbor. Said noise and/or activity shall be a breach of the agreement.

13. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that the RESIDENT(S) use is seriously impaired, OWNER or RESIDENT may terminate this agreement immediately upon three day written notice to the other.

14. **CONDITION OF PREMISES:** RESIDENT acknowledges that the he/she has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by OWNER are clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replaced any portion of the above damaged by RESIDENT, his/her guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personally property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures and/or any other part of the premises, do not constitute reasonable wear and tear.

15. **ALTERATIONS:** RESIDENT shall not paint, wall paper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays or other exhibits, on or in any portion of the premises without written consent of the OWNER except as may be provided by law.

16. **PROPERTY MAINTENANCE:** RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. RESIDENT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks. To preserve the longevity of the property, please dispose of feminine hygiene products in the garbage, not in the toilet, and keep kitchen waste going through the garbage disposal to a minimum.

17. **HOUSE RULES:** OWNER may from time to time establish house rules to protect the property and to ensure the enjoyment of the premises by other tenants. Such house rules shall be established at the sole discretion of the OWNER. RESIDENT shall comply will all such house rules, which are deemed part of this rental agreement. A violation of any of the house rules is considered a breach of this agreement.

18. **CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30-day written notice setting fourth such change and delivered to the RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change of Terms.

19. **TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate. Where laws require "just cause", such just cause will be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on for before the termination date, RESIDENT shall be liable for additional rent and damages which may include damages due to OWNER'S loss of perspective new renters.

20. **POSSESSION:** If OWNER is unable to deliver possession of the residence to RESIDENTS on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel or terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.

21. RIGHT OF ENTRY AND INSPECTION: OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonments. OWNER may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.

22. ASSIGNMENT: RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof.

23. PARTIAL INVALIDITY: Nothing contained in this agreement shall be construed as waving any of the OWNER'S or RESIDENT'S rights under the law. If any part of this agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this agreement nor shall it affect the validity or enforceability of any provision of this Agreement.

24. NO WAIVER: OWNER'S acceptance of rent with knowledge of any default by RESIDENT, or waiver of OWNER of any breach of any term of this Agreement, shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

25. ARBITRATION: If any legal action proceedings be brought by either party of this Agreement, the dispute will be submitted for arbitration as a resolution in lieu of a court hearing. The party at fault is required to pay all legal fees of both parties associated with the dispute.

26. REPORT TO CREDIT/TENANT AGENCIES: You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

27. ADDITIONS AND/OR EXCEPTIONS:

\_\_\_\_\_

\_\_\_\_\_

28. NOTICES: All notices to RESIDENT shall be served at RESIDENT'S premises and all notices to OWNER at  
Shire Rentals LLC  
PO Box 5211  
Etna, WY 83118

29. KEYS RESIDENT acknowledges receipt of the following which shall be deemed part of this agreement:  
\_\_\_\_\_ Number of Keys

30. ENTIRE AGREEMENT: The Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

31. RECEIPT OF AGREEMENT: The undersigned RESIDENT has read and understands this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement

RESIDENT 1 NAME (Printed): \_\_\_\_\_

RESIDENT 1 SIGNATURE: \_\_\_\_\_ date: \_\_\_\_\_

RESIDENT 2 NAME (Printed): \_\_\_\_\_

RESIDENT 2 SIGNATURE: \_\_\_\_\_ date: \_\_\_\_\_

OWNER'S or AGENT'S SIGNATURE: \_\_\_\_\_ date: \_\_\_\_\_

(No representation is made as to the validity or adequacy of any provision of this Agreement. If you desire legal advice, consult your attorney)