

UNIVERSITY OF WYOMING HOUSING CONTRACT
River Village By the Room

1. Parties. This housing contract (the “contract”) is made between the University of Wyoming (“University” “UW Housing and Dining Services” “we” “us” or “our”) and student resident **{Entry First Name} {Entry Last Name}** (“Resident” “you” or “your”), subject to the terms and conditions of this contract.

2. Premises. The University hereby provides use of a room and common spaces (“Premises”) within the designated University owned housing to Resident:

- A. Apartment Community: **River Village** (“Apartment”)
- B. Apartment Number: **{Room Space}**
- C. Apartment Type: 2-bedroom, 1-shared bathroom unit; **RV-AS1= Bedroom A RV-BS1=Bedroom B**
- D. Room and common spaces are being taken “as-is.” See Section **14. Check-in Procedures** for more information.
- E. Mailbox and mailing address: The Housing and Dining services department will provide Resident with an assigned mailbox. Residents in River Village Apartments will share the common spaces with another resident in unit. This unit’s mailing address is as follows:

{Street}
{PO Box #}
Laramie WY, 82072

3. Term. The term of this Contract shall begin on **08/01/2023** and end on **06/30/2024**, unless this Contract is terminated, extended, or revoked, pursuant to the terms and conditions of this Contract.

4. Housing Fees.

- A. **Application Fee.** The application fee is a nonrefundable fee of \$75.00 that is due at the time of application and is used to cover contract administrative costs. The application process is not complete and a space will not be offered until the application fee is paid.
- B. **Security Deposit and first installment.** Resident is required to pay a security deposit equal to one month’s rent and first month’s rent installment and sign all required documents within 5 business days after receiving their contract agreement.
 - a. Security Deposit Amount: **\$615.00 + first Month’s Rent installment: \$615.00**
- C. **Furnished Apartments.** All River Village contract by the room units are furnished and this cost is included in the monthly installment.
- D. **Rent.** The Monthly Rent for the term of the contract is **\$615.00**, which includes a monthly utility charge of \$30.00. Resident agree to pay such Rent on or prior to the due date. Rent includes utilities and furniture fees.
- E. **Utilities.** As stated in Section 4D, Rent includes a monthly utility charge. This utility charge is subject to change with a 60-day written notice to leaseholder. Any utility charge change will update the total monthly rent amount.

5. Eligibility.

- A. The University reserves the right, in its sole discretion, to establish, change, or supplement the criteria for individuals to be eligible to live in the University apartments. It is specifically understood and agreed that an individual shall be ineligible to be or continue to be a Resident of a University owned apartment if the Resident fails to be and remain, throughout the term of the Contract, an undergraduate student enrolled in a minimum of six (6) credit hours or a graduate student enrolled in a minimum of one (1) credit hour at the University. Failure to maintain student enrollment status and/or provide proof of enrollment once per academic term or upon request of University may be considered a default of this Contract by Resident and shall be dealt with in accordance with Section 25.
- B. Unless an exception is granted by the University, student enrollment status will be verified by University Housing & Dining Services staff.
- C. If space allows, non-adjunct faculty and classified staff of the University will be eligible to reside in the University owned apartments. If an individual’s employment with the University ends, the University may terminate this Contract immediately. It is the responsibility of the resident to notify Housing and Dining services immediately if employment with the University ends.

6. Room Assignment. The University reserves all rights in connection with the assignment of rooms. Your sole use of a bedroom in the Apartment in the Apartment Community as well as specific Building, Apartment and Bedroom will be assigned to you by the University prior to your moving into the Apartment. Only you can live in the bedroom. You may not permit another person to live in the bedroom or in the Apartment. The room shall be used for residential purposes only. While you cannot contract any part of your rights to use of the room to another person, you may be able to transfer your rights under this Contract to another person if we give our written consent, but the giving of consent is at our sole discretion. Even if we agree to the transfer, you will still be liable for all the Rent and other obligations under this Contract until the transfer is complete. Our consent to one or more transfers will not be a waiver of our rights of consent to any future transfer.

We have the right, when any bedroom within the Apartment is unoccupied, to place a new resident in the unoccupied bedroom. You are not allowed to use any vacant room in your apartment for any purpose whatsoever. If we discover that you or any guest are using a room in your apartment that should be vacant, we have the right to charge an amount equal to 30 days rent for use of that room plus the cost of refurbishment. Multiple violations will result in multiple charges both for unauthorized uses of the room and for refurbishment of the room.

- 7. Common Areas.** Together with the other resident of the Apartment, this contract grants you the following:
- A. Shared use of the Common Areas in the Apartment and the Apartment Community. For purposes of this Contract, "Common Areas" are those areas within the Apartment to which you have access without going into another Bedroom e.g. the kitchen, hallway, common living room, eating area and bathroom, and, within the Apartment Community, those areas to which all residents have general access;
 - B. Use of the furniture within your Bedroom;
 - C. Shared use of all appliances and furniture within the Common Areas of the Apartment; and
 - D. Your use of the mailbox assigned to you by University, this mailbox will be shared with all Apartment residents.

Resident recognizes that Apartment Common Areas are identified as shared spaces for all the residents within the unit. Residents of the apartment have equal responsibility and voice in determining care for and use of unit's shared space.

The fact that you and your roommate may be in conflict with each other will not result in your being able to terminate this Contract.

8. Relocation. Upon 5 days written notice to Resident, the University, with or without cause, has the right to relocate Resident to a different Apartment or Apartment Community. If for any reason, unrelated to the negligent actions of Resident, the Premises is not habitable, the University will provide comparable alternate accommodations until the Premises is habitable. A refund or rebate of rent or other fees are at the sole discretion of the University.

9. Termination. Resident agrees that once this Contract is signed by Resident, the Resident is obligated to pay all amounts due under this Contract. Resident may be released from this Contract if one of the following situations occurs:

- A. Students released from the contract due to fall semester graduation, exchange programs, student teaching, being called to active military service off-campus, and/or internships outside of Laramie, Wyoming, or faculty/staff residents whose employment with UW ends or is terminated will have their contract terminated upon receipt of proper documentation.
- B. Termination may not happen prior to fall graduation, the start of the program, or last date of employment specified above and the termination date will be effective the last day of the month of move-out.
- C. Before terminating the Contract under one of the above options, the Resident must provide written documentation to support termination at least 60 days before termination of the Contract.
- D. As stated in the Check-Out section of contract, this documentation is required to avoid a \$200 penalty fee.
- E. Students requesting release from the contract due to an all-school withdrawal, academic suspension, or transfer to another university will have their contract terminated upon receipt of proper documentation.

Termination may not happen prior to the last date of enrollment at UW and the termination date will be effective the last day of the month of move-out. A charge equal to one month rent will be assessed for any approved release based on these three criteria. Additionally, 60-day notice is required prior to check-out to avoid an additional \$200 penalty fee.

10. Laws, Regulations, Policies, and Procedures. Resident agrees to comply with all applicable federal, state, and local laws, University of Wyoming fee book, and University regulations, policies and procedures, including but not limited to, the following:

A. Apartments & Residence Halls Policies & Procedures are available online at <http://www.uwyo.edu/living/housing/uw-apartments/apartment-documents.html> or from the Apartments office in the Apartment Community Center.

B. University of Wyoming Student Code of Conduct. <http://www.uwyo.edu/dos/conduct/index.html>

Resident understands that they are subject to the University's judicial process as outlined above. Failure to abide by the above policies, procedures, and regulations is considered a default of this Contract and may result in, but may not be limited to, rescinding the use of University Apartments privileges, eviction, and disciplinary action. Applicable University regulations, policies, and procedures are hereby incorporated into this Contract. The University reserves the right to revise or amend these documents at any time at our sole discretion without notice. Resident further understands that Resident is responsible for compliance with the above policies, procedures, and regulations by any temporary guest/s while on University Apartment property.

11. Security Deposit.

A. Resident must pay a security deposit as outlined in Section 4. If Resident fails to move into the Premises by the beginning of the term date, Resident is still responsible for all fees, including Rent, as outlined in Section 4. If the Resident violates this Contract, the University may keep the Security Deposit and also charge for any damages. Among other items, the cost of labor and materials for cleaning and repairs in excess of "normal wear" may be deducted by the University from the Security Deposit to its full amount; charges in excess of the security deposit can be assessed. In addition, the University can choose to use all or any part of the Security Deposit for any unpaid obligations related to this Contract.

B. The University has thirty (30) days after (a) expiration or termination of this Contract, (b) surrender of the Premises (including return of all keys and physically vacating the Premises) or fifteen (15) days after (c) receipt of the renter's new mailing address, whichever is later pursuant to W.S. 1-21-1208, to return any unused portion of the Security Deposit to Resident. Along with that return, the University will provide Resident with a description and itemized listing of deductions from the Security Deposit. If there are deductions from the deposit due to unit damage, the University has sixty (60) days after the contract terminates to return any unused portion of the Security Deposit and provide an itemized listing of deductions. If the University surrenders interest in the Apartment Community and Resident's Security Deposit is transferred to new ownership, Resident agrees that the University will not have any responsibility to return all or any portion of the Security Deposit.

12. Payment Method and Dates.

A. Resident agrees to pay the Rent and any other applicable fees on or before the date on which it is due and without us having to make demand for payment. Rent is due on the first day of each month throughout the term of the contract. The Rent is payable at the Housing and Dining Services Office (or at such other place as the University may notify Resident of in writing).

**Housing and Dining Services
C/O Business Office
1000 E University Ave Dept. 3394
Laramie WY, 82071**

Credit and Debit Card payment can be accepted on-line at no extra charge to the resident. All checks should be made payable to UW Apartments. The University can require payment be made in either certified or cashier's check, money order or personal check. Resident can pay with Visa or MasterCard online. Resident can only drop off a check at the Apartments Community Center. Resident can pay with cash, money order, check, Visa, Mastercard, or Discover Card in the business office in the basement of the Washakie Center.

B. Resident agrees to pay a \$30.00 charge for each returned check. If three (3) personal checks are returned to the University due to insufficient funds, the University will require that all payments under this Contract be paid in either certified or cashier's check or money order.

C. Regardless of whether it is a holiday or weekend, Rent is due on the first (1st) day of each month. Rent is late if Rent is received by the Housing and Dining Services department on or after the fifth (5th) day of the month. For late rent or other fees, Resident agrees to pay the following late fees, (1) an initial late charge of \$50.00 and (2) after the sixth (6th) day of the month \$10.00 per day until all outstanding fees are paid.

D. At the University's option and without notice to Resident, any payment may be applied first to the Resident's outstanding fees, other than Rent, and then to Rent, with any past due Rent being paid first, regardless of whether or not Resident has made notations on checks or money orders.

E. While the University is not required, the University may accept partial payment of Rent. However, this does not waive the University's rights to collect and enforce the payment of the remainder of such Rent and the Resident is still responsible for payment of the full amount of Rent. Resident agrees to sign any documentation necessary for the University to accept a partial payment of Rent.

13. Utilities. The University agrees to furnish electric/gas, water, sewer, and trash removal from designated collection points, satellite television, and an internet connection for the Premises. The University is not responsible/liable for Resident's use of the Internet. The University will make reasonable efforts to provide continuous service but cannot guarantee uninterrupted service. The University is not responsible for any loss to Resident as a result of interrupted service.

14. Check-in Procedures. Check-in to the Apartment may occur on or after the first date of this Contract. If Resident receives approval to arrive prior to the lease start date, a prorated daily rate will be billed to their account. An Apartment Condition Form will be provided to Resident at the time of check-in. Within twenty-four (24) hours of check-in, Resident may complete the form, noting any defects or damages in the Premises. Any defects or damages not noted on the form will result in fees, which will be assessed in accordance with Section 15. Except for what is noted on the Condition Form, **Resident accepts the Premises and the fixtures, appliances, and furniture in the Premises "as-is". The University make no express warranties and disclaim any and all implied warranties with regard to the premises and/or the fixtures, appliances, or furniture in the Premises.**

15. Check-out Procedures.

- A. 60 days written notice of Resident's intent to vacate by the Resident is required to avoid a Penalty Fee of \$200.00. The Intent to Vacate form date may not be changed to a later date once it is submitted due to the immediate reassigning of the apartment. Resident must complete the intent to vacate form available at: <https://docs.google.com/forms/d/e/1FAIpQLSdwlhV-BtpisgzV8yeZJNheFiMmOdYXWwwAIAOiNuIQhFdPQ/viewform>
- B. Resident is required to schedule a check out with the Apartment Community Center. Upon receiving the required written notice Resident will coordinate the scheduling of an appointment where both parties can be present for a check out inspection.
- C. Arrangements may be made for an After-Hours Checkout with the approval of Manager or University, along with a completed form given by the Manager or Resident Assistant. An After-Hours checkout should only be done if Resident cannot do an inspection checkout during regular business hours of the Apartment's Community Center. If a Resident choses an After-Hours Checkout, they may not appeal any charges made upon inspection (custodial, maintenance, or otherwise).
- D. When Resident vacates, whether at or prior to the end of this Contract, the Premises, including windows, bathrooms, patios, balconies, kitchen appliances and furniture in the Common Areas, must be clean and in good repair and condition. If Resident fails to clean the Premises, or if any furniture or appliances have been damaged, then Resident will be liable for all charges related to cleaning, repair and/or replacement. If you are the last Resident to move out of your unit (meaning all other residents in your unit have checked out), you will be liable for all common area damages and/or cleaning charges.
- E. If Resident would like to dispute any cleaning or maintenance charges, Resident must submit a detailed explanation and written request to the Apartment Office within 30 days of receiving the itemized listing of deductions (Section 11 B).

- F. If Resident vacates prior to lease end date, rent remains due and payable through lease end date, regardless of ITV or actual vacate date. Rent ceases at lease end date, lease takeover date, or approved contract release date.
- G. If Resident receives approval to move out after the lease end date, a prorated daily rate will be billed to their account.
- H. If check-out is not complete on or before lease end date and a request for late move-out has not been approved, a daily rate of \$100.00 will be charged until check-out is finalized.

16. Abandoned Property. Property left behind by Resident at check-out and/or termination of this Contract is considered abandoned. Resident shall be charged for any costs incurred to move or remove the property from the Premises. Abandoned items will be subject to the University's disposal procedures. Materials of personal, biological, or environmentally hazardous nature may be disposed of immediately pursuant to W.S. 1-21-1210. Unlicensed, improperly licensed, or inoperable vehicles will be towed away and disposed of at the owner's expense.

17. Identification Requirements. Resident and guest(s) of the Apartment Community, when requested by Housing or Residence Life staff, must present a valid picture ID. Failure to do so may result in temporary and/or permanent removal from the Apartment Community. All Residents and guest(s) are required to be in possession of identification at all times. Please refer to the Student Code of Conduct for information regarding false identification.

18. Maintenance, Alterations, and Repairs.

A. Resident agrees not to make any permanent alterations to the premises, including the furniture. Resident shall not remove any University property, furniture, or fixtures.

B. Resident will not perform any repairs, plumbing modifications, painting, wall papering, or electrical changes to the Premises. Except for reasonable wear, the University can hold Resident financially responsible for the cost of all repairs that are necessary due to damage caused by Resident or Resident's guests. This may include, but is not limited to, damage from wastewater stoppages caused by foreign objects in utility lines, damage from bidet or water filtration system installation, damage to furniture, appliances, doors, windows, or screens. The University reserves the right to require Resident to pay for damages or, at our discretion, allow Resident as a condition of this Contract, to agree to repay us within 10 days after the University sends Resident an invoice. "Reasonable wear" means wear that is not a result of or partially related to violations of this Contract, negligence of the Resident, carelessness of the Resident, accident, or abuse cause by the Resident. Resident's obligations under this paragraph survive even after the termination of this Contract.

C. Except in the event of an emergency, all repairs or services to the Premises must be submitted as soon as possible in writing to the University Apartment Office via a work order request (available at:

https://www.myschoolbuilding.com/myschoolbuilding/msbdefault_email.asp?frompage=myrequest.asp).

- a. Emergencies (**outside of** business hours at the community center) should be communicated with immediately to the RA on-call at: **307-760-3130**. Examples of emergencies:

- i. Malfunction of utilities
- ii. Damage by fire, water, storm, or similar cause.
- iii. Major water leaks – where a bucket will not hold the water for a period of time.
- iv. Electrical problems
- v. Broken glass, broken locks, or latches
- vi. Any condition which Resident reasonably believe poses a hazard to an individuals' health or safety.

Once the Apartment Office receives the notice, the University Apartment Office agrees to act with reasonable diligence in making necessary repairs and reconnections, but during that time Resident cannot stop payment of or reduce the Rent. Non-emergency repairs will be done during our usual working hours.

D. Resident must not disconnect, cover, or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. Resident is responsible for reporting smoke detectors or fire safety equipment not in working condition immediately by submitting a work order to

https://www.myschoolbuilding.com/myschoolbuilding/msbdefault_email.asp?frompage=myrequest.asp

E. The University may temporarily turn off equipment and/or interrupt utilities to Resident's Premises, Building and/or the Apartment Community. The University will not be liable for any inconvenience, discomfort, disruptions, or interference for such interruptions.

19. Cleaning of Premises.

A. Resident is responsible for regularly cleaning their room and Apartment common areas. Under no circumstances should trash or recycling be left on the floor, hallways, corridors, or porch landings. Trash shall be disposed of properly in the University Apartment community dumpster. All kitchen appliances and counter surfaces should be wiped down and removed of food particles after each use.

B. Resident agrees to take reasonable steps to prevent or minimize the growth of mildew within the Apartment. To prevent or minimize the growth of mildew in the Apartment, Resident hereby agrees to the following: **(1)** Resident shall remove any visible moisture accumulation in or on the Apartment, including on walls, windows, floors, ceilings, and bathroom fixtures, **(2)** Resident shall mop up spills and thoroughly dry affected area as soon as possible after occurrence, **(3)** Resident shall use exhaust fans in kitchen and bathroom when necessary, and keep climate and moisture in the Apartment at reasonable levels, and **(4)** Resident shall keep the Apartment, particularly the kitchen and bath, sanitary and dry. Resident shall promptly create a work request regarding the presence of any mildew growth in the Apartment that persists after Resident has tried to remove it with household cleaning products intended to remove mildew.

C. Resident agrees to remove food particles and hair from all plumbing drains and agrees not to dispose of oil or grease in plumbing fixtures or community landscaping including rocks, gravel, shrubs, or grass.

D. Resident agrees to immediately notify University in writing of the presence of insects and any other pests. Resident agrees to allow Housing staff access to Apartment to develop and execute a plan to eradicate pests. Resident agrees to undertake all efforts and tasks recommended by University Housing staff in the management of pest control.

20. Service Animal/Emotional Support Animal. Any approved animal living in the apartment community must abide by the Service Animal Agreement. Any signed animal agreement will be incorporated as a part of this lease document.

21. The University's Right to Enter.

A. The University Housing & Dining Services reserves the right to enter and inspect the Apartment at any time with or without notice to perform the following functions: **1)** to inspect and confirm a Resident's compliance with the terms of this Contract; **2)** for protection of health and safety; **3)** for emergencies; **4)** to perform maintenance, repairs, improvements, or energy conservation efforts; **5)** to address violations of the University rules or regulations; or **6)** to address violations of state or federal laws.

B. Resident understands that in addition to Section 21(A), management will periodically enter Resident's Apartment to conduct maintenance and/or inspections on said Apartment. The dates of these inspection visits will be posted on the University Apartment Property and/or emailed to contract-holder's UW email at least twenty-four (24) hours prior to the entry. Resident grants University, University's agents, University's Contractors, and/or any other persons necessary to the effectuate said maintenance and/or inspections the right to enter Resident's apartment and/or bedroom without notice to Resident of the specific date and time of the entry so long as the entry date falls within the period proscribed on the posted notice.

C. With forty-eight (48) hours prior written notice to Resident, the University can enter the Premises to show an Apartment to government inspectors, lenders, prospective buyers, prospective residents, other tenants, or insurance agents.

D. In addition, Manager will cooperate with outside agencies operating under a legal search warrant.

22. Transfers.

A. Resident cannot subcontract or transfer any part of Premises to another person unless the University gives written consent. Resident agrees to pay a re-contracting charge of \$200.00, to partially cover the University's costs in making the Apartment available for re-contracting. The re-contracting charge is not a cancellation fee, buy-out fee, or a limitation of damages. It shall be in the University's sole discretion whether to grant the request. Furthermore, even if the University agrees to the transfer, Resident is responsible for all fees and other obligations under this Contract until the transfer is complete.

B. If Resident requests to transfer to a different apartment approved by UW Housing staff during the Contract Term, Resident agrees to pay a \$100.00 transfer fee.

23. Fire or Other Casualty. If in the University's judgment the Premises, or the Apartment Community is materially damaged by Fire or other casualty, the University may terminate this Contract within a reasonable time after written notice to Resident. If the University terminates this Contract, and the Resident was not the cause of the fire or other casualty, the University will refund prorated, prepaid Rent and the Security Deposit, less deductions. If the University

determines that material damage has not been caused to the Premises or the Apartment Community, or, if the University elects not to terminate this Contract, the University will rebuild the damaged improvements. During such reconstruction, there shall be a reasonable reduction of the Rent for the unusable portion of the Premises or the Apartment Community.

24. Trespass. As outlined in UW Standard Administrative Policy and Procedure: Trespass (available at: http://www.uwyo.edu/regs-policies/_files/docs/policies/trespass_sap_8-2-22.pdf), when an individual's actions are deemed to be harmful and/or disruptive to the University and/or its individual members, contrary to the University Policies, rules or regulations, or where the individual's actions are contrary to law, individual may be legally barred from University owned or controlled properties, including the Apartments.

25. Default and Remedies.

A. Resident may be default of this Contract if:

- i. Resident fails to pay Rent or any other amount owed under this Contract in accordance with the Payment Methods and Dates, Section 12 (C), of this Contract;
- ii. Resident or Resident's guest(s) violate this Contract or any applicable laws, University regulations, policies and/or procedures, regardless of whether arrest or conviction occurs;
- iii. Resident fails to move into the Premises by the start of the corresponding academic term, or Resident abandons the Premises. The University will assume that Resident has abandoned the Premises if Resident's personal property has been removed from the Premises and/or Resident is not living in the Premises;
- iv. Resident has made any false statements or misrepresentations of any information supplied to the University, including making any unauthorized modifications to this contract;
- v. Resident or Resident's guest(s) are arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled or hazardous substance, marijuana, or illegal drug paraphernalia;
- vi. Resident establishes an unacceptable pattern of misconduct. Resident establishes an unacceptable pattern of misconduct when Resident is frequently documented for violations of laws or University Regulations/Policies. A pattern of misconduct may result in termination of the Contract.

B. A default does not relieve the Resident of the financial obligations under this Contract. If Resident is in default, action by the University may include, but is not limited to:

- i. The collection of any fees imposed by this Contract.
- ii. Bringing a legal action against Resident to collect past due Rent and any other fees the University has incurred because of Resident violating this Contract.
- iii. Terminating the Resident's right to occupy the Premises.
- iv. Instituting an action for forcible entry and detainer, without terminating the Contract or Resident's monetary obligations for the Premises by giving Resident written notice for Resident to vacate the Premises pursuant to W.S. 1-21-1002, W.S. 1-21-1003.
- v. Reporting all violations to appropriate entities, including but not limited to, credit reporting agencies.
- vi. Reporting violations to University Officials for disciplinary action in accordance with the Student Code of Conduct.
- vii. Reporting violations to criminal/judicial authorities.

After the University gives Resident notice to leave the Premises or if University files a forcible entry and detainer suit (eviction), even if University accepts Rent or other sums due, such acceptance does not waive or diminish the University's continuing rights of eviction or any other contractual or statutory right. In the event the University bring an action against Resident, University can recover all costs or fees involved, including reasonable attorney's fees, as part of any judgment.

26. Wage Offset. If Resident is a University employee, Resident agrees that if Resident is in default of this Contract, the University can deduct the fees from the Employee's next paycheck.

27. Liability.

A. By signing this Contract, Resident agrees that the University is not liable to Resident or Resident's guest(s) for injury, damage, or loss to person or property caused by, arising from, or associated with the criminal conduct of Resident or other persons, including without limitation theft, burglary, assault, vandalism, or other crimes. The University has no duty to remove ice, sleet, or snow. Except for the University's liability under applicable law,

Resident releases the University, its employees, officers, trustees, and agents (collectively, the "Released Parties") from any and all claims and/or damages.

B. The University is not liable to Resident or Resident's guests for personal injury or damage or loss of personal property (personal property includes, but is not limited to contents of the Premises and any vehicle whether owned by Resident, used by Resident, or otherwise in Resident's care, custody or control), from any cause including, but not limited to, fire, smoke, rain, flood, water overflow/intrusion/or leakage, standing water, storm, hail, ice, snow, lightning, wind, explosion, or surges or interruption of utilities, except to the extent that such injury, damage or loss is caused by University's gross negligence or willful misconduct. The University does not provide any insurance coverage for Resident personal property of any kind. **Resident is encouraged to obtain renter's insurance or other similar insurance for losses to Resident from these or other causes.**

C. The University does not guarantee the safety or security of the Resident or Resident's guest(s). Resident must exercise due care for their own safety and security and the safety and security of others. Please read the safety guidelines outlined in the Apartment and Residence Hall Policies and Procedures. Available online at <http://www.uwyo.edu/living/housing/uw-apartments/apartment-documents.html> or from the Housing and Dining Services department in the Apartment Community Center. None of the University's safety measures are an express or implied warranty of security or a guarantee against injury, loss, crime, or of a reduced risk of crime. Resident acknowledges that the University is not liable to Resident or Resident's guests for injury to persons or damage or loss of property caused by or related to safety measures including, but not limited to, lighting, alarms, gates, fences, or notices of criminal activity or suspicious events. Resident is responsible for Residents own safety and security.

D. Resident or Resident's guests assume all risks in connection with the common areas, the apartment community, or the apartment community's recreational facilities or other amenities, it being understood that all such facilities and amenities are gratuitously supplied for Residents' use and at the Resident's or guests' sole risk.

E. Resident agrees to defend, indemnify, and hold harmless the University and its public employees from any and all claims arising from or related to this Contract.

28. Resident's Information. Resident is required to provide their contact information in Exhibit A of this agreement, which is incorporated herein. Resident represents that any personal information provided by Resident to the University is true and correct and was given by Resident voluntarily and knowingly. Resident agrees that if someone legally requests information on Resident for law enforcement, government, or business purposes, the University can provide it.

29. Sale. Any sale of the Apartment Community shall release the University from all obligations under this Contract.

30. Rights in Property. The lien of any lender(s) of loans secured by the University's interest in the Apartment Community will be superior to Resident's rights as a tenant under this Contract. Therefore, if the University violates the loan and a lender becomes the owner of University's interest in the Apartment Community, such lender may terminate this Contract or it may elect to continue this Contract. Resident's rights under this Contract are therefore subject to the rights of the lender(s) of loans secured by the University's interest in the Apartment Community.

31. General Provisions.

A. **Entirety of Agreement.** This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. Omission of initials as indicated throughout the contract will not invalidate this Contract.

B. **Governmental Claims.** Any actions or claims against the University under this Contract must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended. If Resident files suit against the University and a judgment is found in the University's favor, the Resident agrees to pay all costs the University incurs in defense of the suit. Resident also agrees to waive his/her right to a jury trial.

C. **Interpretation.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Contract and over the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.

D. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect.

E. **Notices.** All notices to the University related to this Contract shall be in writing and shall be effective when delivered by certified mail with return receipt or personal delivery to the University Apartment Business

Office. University's address for purposes of this section is Housing and Dining Services, C/O Business Office, Department 3394, 1000 E. University Ave., Laramie, WY 82071. All notices by the University related to this Contract shall be in writing and shall be effective when delivered to Resident's Apartment and/or to Resident's mailbox. A copy of any notice concerning a breach, alleged breach, or dispute arising under this Contract shall also be sent to:

Office of the General Counsel
Department 3434
1000 E. University Avenue
Laramie, Wyoming 82071-2000

F. **Sovereign Immunity.** The University does not waive its sovereign or governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Contract.

G. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

32. Signatures. Resident acknowledges and agrees that Resident has carefully read and understands this Contract and that Resident acknowledges that this Contract constitutes a binding and enforceable contract between the University and Resident. Resident must be 18 years or older to sign this contract or an emancipated minor. If Resident is under the age of 18, and not an emancipated minor, a parent signature is also required, and the parent of the Resident also agrees to the terms of this Contract.

University:

UW Housing & Dining Services

By:

Resident:

Name:

Signature:

Date:

For individuals under the age of 18:

Parents name (print): _____

Parent Signature: _____

W#:

EXHIBIT A

Contact Information Record

You are responsible for providing and updating this Contact Information Record to reflect where important notifications, documentation, and communication may be sent to you during and following the contract term. By signing below, you agree to keep this information up to date. You further agree that any information related to this agreement including, but not limited to, information related to any legal proceeding related to this contract, can be sent to the address you provide below. **I hereby certify that I will receive communication sent to this address or received at this phone number.**

Name: ____ {Entry Name} _____ Birthdate: ____ {DOB} _____

Cell phone or Contact Number: ____ {Cell Phone Number} _____

Email: ____ {UW Email Address} _____

W#: ____ {Student W Number} _____

Has Resident ever been convicted of, made to plea guilty to, or accepted a deferred prosecution to a felony, or have been required to register as a sex offender? Yes No

Signature: _____ Date: _____

Manager (or designated representative), UW Housing & Dining Services

By: _____