

**HOUSING LEASE AGREEMENT**  
**FOR EMPLOYEES WITHIN FRISCO AND THE TEN MILE BASIN**

THIS AGREEMENT by and between the Town of Frisco, Colorado ("Town"), a municipal corporation, and \_\_\_\_\_ ("Resident") is entered into in Frisco, Colorado, effective \_\_\_\_\_, 20\_\_.

WHEREAS, Town owns a residential premises situated at 306 Galena Unit \_\_\_\_\_, Frisco, Colorado (the "Premises"); and

WHEREAS, Resident confirms 30 hours of employment within the Town of Frisco and/or the Ten Mile Basin; and

WHEREAS, Town desires to lease Premises to Resident; and

WHEREAS, Resident desires to lease Premises from Town.

NOW, THEREFORE, in consideration of the terms as specified below, the parties agree as follows:

- 1. Rent:** In consideration of the sum of \_\_\_\_\_ payable to the Town on or before the first day of each month commencing \_\_\_\_\_, 20\_\_ and ending \_\_\_\_\_, 20\_\_ or until termination of the rights granted by this Agreement as provided below in Section 11, Town grants to Resident the right to occupy the Premises. Subject to provision 11, this Agreement shall automatically renew for an additional one year term with proof of qualified employment. Failure to honor this lease term or to abide by the termination rights as provided in Section 11 will result in relinquishment of Resident's security deposit.

Monthly rental payments shall be due and payable on or before the first day of each month of the lease term. Resident will be charged \$10/day for late payments and \$30 for any dishonored payments.

Town expressly reserves the right to raise or lower the amount of consideration to be paid by Resident as specified above upon providing Resident not less than thirty (30) days written notice prior to the effective date of any new amount.

- 2. Security Deposit:** A security deposit equivalent to one month rent is required from Resident for the faithful performance of and compliance with all the terms and conditions of this Agreement. Should Resident fail to comply with each and every term and condition of this Agreement, or surrender the demised premises without written consent of Town, or if Resident is dispossessed from the demised premises or abandons them prior to the expiration of this Agreement, then the amount deposited as security shall be retained by Town as fixed, liquidated, and agreed damages for payment of

disbursements, costs, and expenses that Town may incur in regaining possession of the demised premises. The parties shall treat the security deposit as liquidated damages, in payment of such costs, disbursements, and expenses sustained, since the parties cannot ascertain the exact amount of costs, disbursements, and expenses that Town would sustain in the event of any breach or violation under this Agreement by Resident. The retention and holding of the security deposit for the payment of such costs, disbursements, and expenses shall not in any manner be considered as payment for any rent due or to become due under this Agreement, or in any manner release Resident from any rents to be paid, or from any of the obligations assumed in this Agreement. Resident has deposited with Town \$\_\_\_\_\_ as a security deposit.

On termination of the tenancy, Town may deduct from the security deposit amounts sufficient to pay:

- a) Any damages sustained by Town as a result of Resident's nonpayment of rent or nonfulfillment of the initial term or any renewal periods including Resident's failure to enter into possession;
- b) Any damages to the demised premises for which Resident is responsible;
- c) Any unpaid bills that become a lien against the demised premises due to Resident's occupancy;
- d) Any costs of re-renting the demised premises after a breach of this Agreement by Resident;
- e) Any court costs incurred by Town in connection with terminating the tenancy; and
- f) Any other damages of Town that may then be a permitted use of the security deposit under the laws of the State of Colorado.

Should damages or costs listed above exceed the amount of the security deposit, Resident agrees and promises to pay Town the excess in a timely fashion.

Should damages or costs listed above be less than the security deposit, Town shall, if Resident's address is known to Town, refund to Resident, within sixty (60) days after the termination of the tenancy and delivery of possession, the balance of the security deposit along with an itemized statement of any deductions. If Resident's address is unknown to Town, Town may deduct the above amounts and shall then hold the balance of the security deposit for Resident's collection for a period of six (6) months, commencing on the termination of the tenancy and delivery of possession by Resident. If Resident fails to make demand for the balance of the security deposit within this six

(6) month period, Town shall not thereafter be liable to Resident for a refund of the security deposit or any part of it. (See C.R.S. § 38-12-103)

**3. Other Deposits:**

a) **Pets:** Town may allow up to 1 dog or 2 cats, or 1 dog and 1 cat on premises. If written permission is granted by Town, a non-refundable pet deposit of \$300 per pet is required. Resident has deposited with Town the amount of \$\_\_\_\_\_ for \_\_\_\_\_ pets.

b) **Carpet Cleaning:** If the unit is carpeted, a non-refundable deposit of \$150 is required from Resident for carpet cleaning. Resident has deposited with Town the amount of \$\_\_\_\_\_.

**4. Compliance with Rules, Laws and Regulations:** Resident hereby acknowledges receipt of a copy of the Mary Ruth Place Rules and Regulations, which are incorporated into and made a part of this Agreement. Resident agrees to abide by said Rules in all respects. Town may make reasonable changes to the Rules upon providing thirty (30) days written notice to Resident and Resident agrees to abide by such changes if they are distributed and applicable to the Mary Ruth Place and do not change the rent. Failure to comply with the Rules shall be deemed a breach of this Agreement.

**5. Use of Premises:** The Premises shall be used and occupied by Resident exclusively as a private single family residence, consisting of \_\_\_\_\_ adults and \_\_\_\_\_ children. Resident will be assessed \$30/day for any unauthorized occupants as further detailed in the community rules and regulations. Neither the Premises nor any part of it shall be used at any time during the term of this lease by Resident for the purpose of carrying on any business, profession or trade of any kind, or for any purpose other than as a private single family residence. Resident shall comply with all laws, ordinances, rules and orders of appropriate governmental authorities affecting the occupancy and preservation of the Premises. Resident shall abide by and observe any and all rules and regulations affecting the occupancy of the Premises and the general condition and use of the common areas and facilities appurtenant to the Premises. At time of departure, the Resident shall remove any and all personal items and shall surrender the Premises to Town in good order and condition, ordinary wear and damage excepted. Any property of Resident or any one claiming under Resident which shall remain upon the Premises after termination of this Agreement shall be deemed to have been abandoned and may be retained by Town as its property or disposed of in such manner as Town sees fit.

Resident shall not assign this Agreement or sublet the Premises or any part thereof except as specifically authorized in writing by Town. Any changes in occupancy require Town's written consent.

6. **Vehicles and Parking:** A maximum of 1 parking space is provided as part of this Agreement. No parking is allowed in snow storage areas. Unauthorized parking is prohibited and violators may be towed and fined up to \$300. Guests should park off of the premises.
7. **Utilities:** Electricity, gas, telephone service and other utilities are not furnished as a part of this Agreement. Such expenses are the responsibility of and shall be obtained at the expense of Resident. Resident is responsible for maintaining adequate heat (65 degrees) in the housing unit to avoid freezing pipes, ice dams, etc. Resident is responsible for notifying utility providers at time of occupancy and at time of vacating the Premises.
8. **Repairs, Redecoration or Alterations:** Town shall be responsible for repairs to the interior and exterior of the Premises; however, repairs required for damages caused by Resident shall be charged to Resident. Resident shall not make or permit to be made any alterations, additions, improvements or changes in the Premises without in each case first obtaining the written consent of the Town. The consent to a particular alteration, addition, improvement or change shall not be deemed a consent to or a waiver of restrictions against alterations, improvements or changes for the future. All alterations, changes and improvements built, constructed or placed in the Premises by Resident, with the exception of fixtures removable without damage to the Premises and movable personal property, shall, unless otherwise provided by written agreement between Town and Resident, be the property of Town and remain in the Premises at the expiration or sooner termination of this Agreement. Town will act with customary diligence to: 1) keep common areas reasonably clean; 2) maintain fixtures, hot water, heating and any A/C equipment; 3) comply with all applicable laws regarding safety and sanitation; and 4) make all reasonable repairs, subject to Resident's obligation to pay for damages for which Resident is liable.

In addition, there are to be no changes made to the locks or to keys for the unit without the permission of the Town.

9. **Access:** Town may enter the Premises for any lawful purpose, under the following circumstances: 1) in case of emergency; 2) to make necessary or agreed repairs, decorations, alterations, or improvements; 3) to supply necessary or agreed services; 4) to exhibit the Premises to prospective tenants, workers or contractors; 5) if Resident abandons or surrenders the Premises; 6) pursuant to court order; 7) to perform an inspection of the Premises; and 8) under any other circumstances permitted by state law. Town will provide Resident 24 hour notice prior to such access unless an emergency exists or it is impracticable to do so. Resident agrees that if entry is denied to Town, such denial of access shall be deemed a material breach of this Agreement and shall entitle Town to serve Resident with a notice terminating this Agreement. Biannual inspections will be performed to ensure the general safety of the Premises. Resident will

be given three days to remediate deficiencies, if any, and the Premises will be re-inspected.

**10. Security:** Town makes no representations or guarantees to Residents concerning the security of the Premises or the Mary Ruth Place Community. Resident agrees to immediately report all suspected or actual criminal activity to the local law enforcement agency.

**11. Termination:** The right of occupancy as granted herein may be terminated at any time by:

- a) Town providing Resident written notice of its intention to terminate the occupancy not less than thirty (30) days prior to the date of termination;
- b) Resident providing Town written notice of his or her intention to terminate the occupancy not less than thirty (30) days prior to the date of termination;
- c) Resident's violation of any of the terms of this Agreement and/or the Rules and Regulations, in which event Resident shall be allowed seven (7) days to cure such violation from the date of written notice thereof and, failing to cure, shall thereafter vacate the Premises in thirty (30) days.
- d) Resident employment does not meet requirements; Resident will have up to six (6) months or until the end of the lease to vacate the Premises, whichever date is sooner.

**12. Indemnification:** Resident shall bear the risk of loss of any and all of Resident's personal property whether located in the Premises, in garage, designated storage areas or anywhere within the Mary Ruth Place Community. Resident agrees not to hold Town, its agents and/or other employees liable in any manner for or on account of any loss or damages sustained by reason of the acts or omissions of third parties or arising from any casualty. Resident understands and agrees that Resident, any member of their household, occupants, guests or invitees are not beneficiaries of any insurance policies held by the Town or the Town's agents.

Additionally, Resident is required to maintain (at Resident's sole expense) a standard type of Tenant or Renter homeowner's insurance policy, or its equivalent, issued by a licensed insurance company of Tenant's selection. Said policy shall provide for minimum limits of liability in the amount of \$20,000 for personal content and \$100,000 in liability in order to cover personal injuries, losses due to theft, fire, smoke, water damage and the like. Failure to maintain personal liability insurance is a breach of this Agreement and may result in termination of tenancy and eviction and/or any other remedies provided by this Agreement or state law. Documentation of coverage will be required prior to occupancy.

Resident agrees to defend, protect, indemnify and hold harmless Town and Town's agents against and from any and all claims, suits, liabilities, judgments, costs, demands, causes of action and expenses brought by Resident's occupants, guests, invitees or any

other person in the Premises with Resident's permission. Resident shall defend any such claim at Resident's expense by Counsel reasonably satisfactory to Town.

**13. Notices:** All notices as required by this Agreement shall be sufficient if hand-delivered or sent to the following addresses by certified mail:

Town  
Town of Frisco  
Finance Director  
PO Box 4100  
Frisco, Colorado 80443

Resident

**14.** This Agreement shall only be modified or amended in writing executed by both parties.

Signed on the date(s) as indicated below:

ATTEST:

TOWN:

\_\_\_\_\_  
Date

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

RESIDENT:

\_\_\_\_\_  
Date