

RESIDENTIAL LEASE

This Residential Lease (the "Lease") is made and entered into as of this _____ day of December, 2024 (the "Effective Date"), by and between the Town of Elizabeth, a Colorado statutory municipality with an address of 151 South Banner Street, Elizabeth, Colorado 80107 (the "Town"), and Clayton Mael, ("Tenant") (each a "Party" and collectively the "Parties").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

1. Premises. The Town hereby leases to Tenant the following described property (the "Premises"), and subject to Tenant's performance of all obligations under the Lease, Tenant shall enjoy quiet possession of the Premises throughout the term of this Lease: the two-bedroom house located at 601 Pine Ridge Street, Elizabeth, CO 80107. This lease shall not apply to any outbuildings, sheds, or other storage areas located upon the property.

2. Term. The initial term of this Lease shall be 12 months, commencing at 12:01 a.m. on January 10, 2025, and ending at 11:59 p.m. on December 31, 2025 (the "Term"). If Tenant remains in possession of the Premises after the expiration of this Lease without an express written agreement as to such holding, then, such holding shall be deemed to be a month-to-month tenancy at the monthly rental rate provided herein and subject to all the terms and conditions of this Lease.

3. Rent. The rent shall be one thousand two hundred dollars (\$1,200.00) per month (the "Rent"). If Tenant occupies the unit for a portion of a month with the Town's consent, the Rent shall be prorated. Tenant shall pay the Rent in advance, without demand or setoff, on or before the 1st day of each month (due date) with no grace period. If Tenant does not pay the full Rent on or before the 1st day of the month at 5:00 p.m., a late charge of \$25 shall be imposed for each day that the Rent is late. Tenant may not withhold or offset the Rent for any reason.

4. Use and Occupancy.

a. Residential Use. The Premises shall be used as Tenant's principal residence, and shall not be used for any commercial purpose. The Premises shall be occupied only by the Tenant. Additional occupants shall require prior written consent by the Town. Tenant is responsible for the conduct of all guests.

b. Compliance with Law. At all times while using the Premises, Tenant and Tenant's invitees shall comply with all applicable law.

c. Nuisances. Tenant shall not keep on or around the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the risk of fire or explosion or that might be considered hazardous. Neither Tenant nor Tenant's licensees and invitees shall be a nuisance or act in any manner that would interfere with the quiet enjoyment by adjacent property owners or other tenants (or their invitees) of their premises. This

prohibition includes without limitation loud noises, loud music, noxious or unpleasant odors, and disruptive behavior or actions. The Town may exclude invitees who, in the Town's judgment, have violated or are about to violate the law or this Lease.

d. Maintenance. Tenant shall keep the Premises reasonably clean, safe and sanitary, and shall timely dispose of garbage, rubbish and other waste. Tenant shall promptly notify the Town of any damage to the Premises, or the failure of any appliances or equipment.

e. Mold. Tenant shall keep all areas of the Premises thoroughly clean and dry. Tenant shall inspect all areas to ascertain if there are any water leaks or signs of water damage. Tenant shall make every effort to insure that water does not escape from shower or tub enclosures. Tenant shall immediately clean and dry any area where water has accumulated. Tenant shall keep all windows and doors closed during adverse weather or when the Premises is unattended. Tenant shall notify the Town immediately if there is any evidence of visible accumulation of mold-like substances on hard surfaces. Tenant shall clean the accumulated and surrounding areas with soap and or detergent and allow the area to dry. Within 24 hours of cleaning the area, Tenant shall apply according to labeled directions a disinfectant designed to kill mold-like substances. Within a reasonable time following written notification by Tenant, the Town shall repair water leaks. Tenant hereby indemnifies and holds the Town harmless and release the Town from any and all claims or actions arising from Tenant's breach of this section and all claims of consequential damages such as damages to Tenant's personal property or claims of adverse health conditions associated with exposure to mold.

f. Right of Entry. Tenant shall make the Premises available to the Town and its agents for the purposes of making repairs or improvements, or to supply agreed services, or in case of emergency. Except in case of emergency, the Town shall give Tenant reasonable notice of intent to enter. For these purposes, 24 hour notice shall be deemed reasonable. Tenant shall notify the Town in writing if Tenant install any alarm system, including instructions on how to disarm it in case of emergency entry.

g. Alterations and Improvements. Tenant accepts the Premises as is, and the Town disclaims all implied warranties. Tenant shall not make any improvements or alterations to the Premises without prior written consent of the Town. Tenant shall not, without the Town's prior written consent, add, alter or re-key any locks to the Premises. If any alterations, improvements or changes are made to the Premises that remain at the termination or expiration of this Lease, they shall become the sole property of the Town.

h. Heat. Unless instructed otherwise by the Town, Tenant shall, for 24 hours a day during freezing weather, keep the Unit heated to at least 63 degrees. Tenant shall not use appliances for heat. Tenant shall be liable for damage to the Town's and others' property if damage is caused by broken water pipes due to Tenant's violation of this Section.

i. Smoking and Marijuana. No smoking vaping or other consumption of tobacco or recreational or medical marijuana is permitted on the Premises.

j. Interior Areas. Tenant shall not install any penetrations (e.g. picture hangers) into interior walls of the building without the express written approval of the Town. Tenant may not make changes to wall colors, flooring, appliances, fixtures or features without the prior written consent of the Town.

k. Pets. The Tenant may keep one (1) dog on the premises but is responsible for any damages arising from the animal, either inside or outside of the residence, and to otherwise ensure that the premises are kept clean, sanitary, and orderly. The dog is required to be licensed with the Town of Elizabeth, and current on all vaccinations.

5. Security Deposit.

a. General. Tenant shall pay to the Town a security deposit of one thousand two hundred dollars (\$1,200.00) (the "Security Deposit") to secure against the breach of any obligations under this Lease, including without limitation: damage to the Premises, fixtures, appliances or carpet; abandonment of the Premises; or nonpayment of rent, late charges, returned check charges and attorney fees. If the Security Deposit is used by the Town during the term of this Lease, Tenant shall immediately restore the Security Deposit. The Security Deposit will be held and disbursed subject to the terms of this Lease and applicable law.

b. Return. Within 60 days after Tenant's surrender of the Premises, the Town shall provide Tenant, at Tenant's last known address, with a written statement listing the reasons for all charges against the Security Deposit, and refund the balance (if any) therewith.

6. Utilities.

a. Optional. At Tenant's option, Tenant may procure the following utilities at Tenant's own cost: telephone, cable and internet access. Exterior satellite dishes are prohibited.

b. Required. Tenant shall continuously maintain water, sewer, electric and gas service for the Premises. Electric and gas services shall be held in the name of the Town of Elizabeth, and the Town shall be responsible for monthly payment of the same to ensure no disconnection occurs. Each monthly statement for the electrical and gas service shall be split 60%-40% by and between the Tenant and the Town of Elizabeth. The Town shall be reimbursed by the Tenant for the 40% established herein and shall be tendered at the same time as the regular rental payment as established in Section 3 of this Residential Lease.

7. Insurance. Tenant acknowledges that the Town's insurance does not cover the personal property of Tenant or its invitees. The Town advises Tenant to purchase insurance coverage for loss to personal property due to fire, theft, water damage and other unfortunate events, liability coverage, and other appropriate insurance coverage.

8. Parking. The Town is not responsible for any damages that may result from Tenant's use of parking on the Premises. All motor vehicles shall be licensed and insured, and no inoperative, stored, or "junked" motor vehicles are permitted. The Town may cause removal of motor

vehicles not authorized or permitted, including those left on the Premises after expiration or termination of the Lease, at Tenant's expense, and Tenant waives any claim of damages for such removal.

9. Move-in/Move-out Inspection. The Town and Tenant may conduct an inspection of the Premises at the time of possession and surrender. An inspection sheet may be completed at that time, which will be sufficient and satisfactory proof of the condition of the Premises at the time of possession and surrender. All systems and appliances on the Premises will be presumed to be in working condition at the time of possession and surrender unless specifically noted on the inspection sheet.

10. Registered Sex Offenders. No person shall register the address of the Premises on any list of registered sex offenders or predators or similar compilation. The Town does not warrant, represent nor guarantee whether other persons residing in or near the Premises appear on any list of sex offenders and shall not be obligated to monitor or disseminate any compilations of registered sex offenders or other criminals. If Tenant desires to obtain a copy of the list of convicted sex offenders in the area, Tenant shall obtain a copy from the local police, sheriff or other public record.

11. Surrender. Upon surrender of the Premises, Tenant shall return the Premises to as good a condition as when Tenant took possession of the Premises, normal wear and tear excepted. Tenant shall have all carpeting professionally cleaned. Any damage caused by accident, abuse, carelessness or negligence shall not be considered normal wear and tear. If Tenant fails to return the Premises in appropriate condition, the Town may restore the Premises to appropriate condition, including repair, replacement and cleaning. The cost of any work necessitated will be deducted from the Security Deposit, and if the Security Deposit is insufficient to cover the cost of the work performed, Tenant will be obligated to pay the additional balance.

12. Assignment and Sublease. Tenant shall neither assign nor sublease any interest in this lease without prior written consent of the Town. Consent to a sublease or assignment shall be at the Town's sole and absolute discretion. This Lease is fully assignable by the Town without the consent of the Tenant.

13. Damage to Premises. If the Premises or part of the Premises are damaged or destroyed by fire or other casualty not caused by Tenant's negligence or willful misconduct, the Rent will be abated during the time that the Premises are uninhabitable. If the Town decides not to repair or rebuild the Premises, then, this Lease shall terminate and the Rent shall be prorated.

14. Maintenance and Repair. The Town shall be responsible for maintenance and repair of all structural components, interior and exterior walls, floors, ceilings, roofs, heating, plumbing, electrical, wiring, sewer connections, appliances and glass. Requests for repairs shall be in writing (except in emergencies involving immediate danger to person or property). The Town's compliance with any verbal request does not waive the requirement for written notice. Tenant shall promptly notify the Town in writing of: water leaks; electrical problems; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. The Town

may turn off equipment and interrupt utilities to avoid damage or perform work. If utilities malfunction or are damaged, Tenant shall notify the Town immediately, and the Town shall act with customary diligence to make repairs and reconnections, taking into consideration when insurance proceeds are received, but Rent will not abate. Tenant shall promptly reimburse the Town for all loss, damage, or cost of repairs or service in the Premises, regardless of the cause or by whom damaged, except for damage caused by the Town or which is the result of ordinary wear and tear. The Town may require payment at any time, including advance payment of repairs for which Tenant is liable.

15. Disclosure of Information. The Town may disclose the identity and address of Tenant to any requesting law enforcement or other governmental agency, including the U.S. Census Bureau. The Town shall not be obligated to disclose any information to any other third-party. At the Town's option, the Town may disclose information regarding rental history if requested or authorized by Tenant in writing.

16. Indemnification. Tenant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Lease.

17. Breach and Remedies.

a. Breach. The following shall be considered a breach of this Lease: if Tenant fails to pay Rent or any other amount due under this Lease, or violate any provision of this Lease.

b. Remedies. If Tenant breaches this Lease, the Town may cure the breach at Tenant's cost, and terminate the Lease and Tenant's right to possession of the Premises. In addition, the Town may pursue any and all available remedies in law or equity, and the exercise of one remedy shall not preclude the exercise of any other available remedy.

c. Attorney Fees. In the event of any violation or breach of any provision of this Lease by Tenant, Tenant shall pay all of the Town's reasonable attorney fees associated with such violation or breach, whether or not litigation is commenced.

19. Miscellaneous.

a. Binding Effect. This Lease shall be binding upon the Parties and their officers, employees, agents, successors, and assigns. Except as expressly permitted by this Lease, Tenant shall not assign any rights or obligations under this Lease or sublet the Premises without the prior written consent of the Town. Any assignment or sublease without such consent shall be void.

b. Governing Law and Venue. This Lease shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Elbert County, Colorado.

c. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town under this Lease not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year. To the extent that any of the Town's obligations under this Lease are deemed to constitute a multi-year fiscal obligation, the Town's performance will be conditioned upon annual appropriation by the Town Council, in its sole discretion.

d. Governmental Immunity. The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

e. Entire Agreement. This Lease supersedes any and all prior agreements between the Town and Tenant. There are no collateral understandings, representations or agreements other than those contained herein or expressly agreed to in writing signed by both the Town and Tenant.

f. Severability. If any provision of this Lease is ruled invalid or illegal, such ruling shall have no effect on the remaining provisions which shall be considered legally binding and given full force and effect.

g. Waiver. The failure of the Town to enforce any provision of this Lease shall not be deemed a waiver or limitation of the Town's right to subsequently enforce and compel strict compliance with every provision of this Lease.

h. Modification. This Lease may only be modified upon written agreement of Tenant and the Town.

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed as of the Effective Date.

TOWN OF ELIZABETH, COLORADO

Angela Ternus, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

TENANT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____
day of December, 2025, by_____.

My commission expires:

(S E A L)

Notary Public