

LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter called the "Agreement", is made and entered into as of the _____ day of _____, 2024, by and, between the **TOWN OF GRAND LAKE, COLORADO**, hereinafter "Town", a Colorado statutory municipality and _____, hereinafter "Tenant." The Town and the Tenant are each referred to herein as a "Party" and, collectively, as the "Parties."

WITNESSETH:

WHEREAS, the Town is the owner of certain real Property and improvement thereon located at _____, Grand Lake, Colorado, 80447, (the Property"); and

WHEREAS, the Town is not currently and does not foresee utilizing the Property for Governmental purposes in the near future; and

WHEREAS, the Tenant is an employee of the Town; and

WHEREAS, the Town desires to lease the Property to Tenant; and

WHEREAS, the Tenant desires to lease the Property from the Town; and

NOW THEREFORE, in consideration of the mutual obligations and other consideration set forth herein, the Parties agree as follows:

ARTICLE 1 MONTH-TO-MONTH LEASE

1. This Agreement shall be considered a month-to-month lease of the Property. The Tenant shall be allowed to occupy the Property on a month-to-month basis starting on _____ and ending upon notice of one month (31 days) notice from either Party to the other Party (the "Lease Term"). It is recognized that the minimum termination period of the State of Colorado is time-dependent and the State law should be followed.

2. This Agreement is expressly conditioned upon the current and continued employment of Tenant by Landlord as an employee of the Town of Grand Lake. In the event Tenant ceases to be employed by the Town of Grand Lake, the Landlord may, in its sole discretion, modify or terminate this Agreement without notice. Such modification may include immediate eviction of Tenant from the Property.

ARTICLE 2 TERMS OF RENT

The Tenant shall pay the Landlord, in equal monthly instalments, \$500.00 (the “Rent”). The Rent shall be due on the first day of each month (the “Due Date”) and paid under the following instructions:

a. Rent shall be paid by check made payable to the Town of Grand Lake in person at 1026 Park Avenue, Grand Lake, Colorado, 80447.

b. Tenant shall deposit with the Town a five hundred dollar (\$500.00) refundable damage deposit (the “Damage Deposit”) for the faithful performance of the Tenant under the terms and conditions of this Agreement. The Damage Deposit is required by the Tenant upon execution of this Agreement. The Damage Deposit shall be returned to the Tenant, minus any damages excluding normal wear and tear to the Property, no later than thirty days after the termination of the Lease Term. The Damage Deposit shall not be credited towards any Rent unless the Town gives their written consent.

c. If Rent is not paid on the Due Date, there shall be a late fee of twenty-five (\$25) dollars every day Rent is late (the “Late Fee”). Rent is considered late when it has not been paid within seven (7) days after the Due Date.

ARTICLE 3 UTILITIES

Tenant shall be solely responsible for the timely and complete payment of all utilities for the Property during the Lease Term.

ARTICLE 4 MOVE-IN INSPECTION

Before, at the time of the Tenant accepting possession, or shortly thereafter, the Town and the Tenant agree to inspect the Property and write any present damages or needed repairs on a move-in checklist.

ARTICLE 5 PETS

Pets are expressly prohibited from the Property.

ARTICLE 7 SMOKING

Smoking or vaping are expressly prohibited in any structure.

ARTICLE 7

OCCUPANTS OF PROPERTY

- 1. This Premises is to be occupied strictly as a residential dwelling
There are no Occupants other than the Tenant:_____
- 2. Each individual Tenant or Occupant is considered jointly and individually liable for all of this Agreement’s obligations, including but not limited to Rent.

**ARTICLE 8
NOTICES**

Any notices to be sent by the Town or the Tenant to each other shall use the following addresses:

Town of Grand Lake
P.O. Box 99
1026 Park Avenue
Grand Lake, Colorado 80447

Tenant

Address

Grand Lake, Colorado 80447

**ARTICLE 8
POSSESSION**

Tenant has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the Tenant shall terminate this Agreement at the option of the Tenant. Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant cancels this Agreement, any pre-paid rent, fees, including if the Tenant paid a fee during the application process before the execution of this Agreement shall be returned to the Tenant.

**ARTICLE 9
MAINTENANCE, REPAIRS, OR ALTERATIONS**

The Tenant shall, at their own expense and at all times, maintain premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. The Tenant may not make any alterations to the leased premises without the consent in writing of the Landlord. The Landlord shall be responsible for repairs to

the interior and exterior of the building. If the Premises includes a washer, dryer, freezer, dehumidifier unit and/or air conditioning unit, the Landlord makes no warranty as to the repair or replacement of units if one or all shall fail to operate. The Landlord will place fresh batteries in all battery-operated smoke detectors when the Tenant moves into the premises. After the initial placement of the fresh batteries it is the responsibility of the Tenant to replace batteries when needed. A monthly "cursory" inspection may be required for all fire extinguishers to make sure they are fully charged.

**ARTICLE 10
INDEMNIFICATION**

The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence. It is recommended that renter's insurance be purchased at the Tenant's expense.

**ARTICLE 11
DEFAULT**

If the Tenant fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Town, or materially fails to comply with any duties imposed on the Tenant by statute or State laws, within the time period after delivery of written notice by the Town specifying the non-compliance and indicating the intention of the Town to terminate the Agreement by reason thereof, the Town may terminate this Agreement. If the Tenant fails to pay rent when due and the default continues for the time-period specified in the written notice thereafter, the Town may, at their option, declare the entire balance (compiling all months applicable to this Agreement) of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the Town at law or in equity and may immediately terminate this Agreement.

The Tenant will be in default if: (a) Tenant does not pay rent or other amounts that are owed; (b) Tenant, their guests, or the Occupant(s) violate this Agreement, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c) Tenant abandons the Premises; (d) Tenant gives incorrect or false information in the rental application; (e) Tenant, or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant, guests, or Occupant(s) while on the Premises and/or; (g) as otherwise allowed by law.

**ARTICLE 11
MISCELLANEOUS PROVISIONS**

Cumulative Rights. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other or of any other remedy available to the Town, or Tenant, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

Non-Waiver. The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition, or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.

Non-liability Of Individuals Other Than Tenant. With the exception of Tenant, no director, officer, agent, or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of its or their execution or attempted execution of the same.

Limitation On Use. Tenant shall not use, or permit the use of the Property, or any part thereof, for any purpose or use other than those authorized by this Agreement. Neither shall Tenant permit nor suffer any disorderly noise or nuisance whatsoever about the Property, or other Town Property.

Governing Law. This Agreement shall be performable and enforceable in the Town of Grand Lake, Colorado, and shall be construed in accordance with the laws of the State of Colorado.

Benefits. This Agreement is made for the sole and exclusive benefit of the Town and the Tenant and is not made for the benefit of any third party.

Construction. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

Headings. The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

Attorney Fees. In the event any legal action or proceeding is brought to collect sums due or to become due hereunder or any portion thereof or to enforce compliance with this Agreement for failure to observe any of the covenants of this Agreement, the losing party agrees to pay to the prevailing party such sums as the Court may judge reasonable attorneys' fees and costs to be allowed in such action or proceeding and in any appeal therefrom.

Entire Agreement. This Agreement, which is the entire agreement between the parties hereto, supersedes all prior agreements, understandings, warranties or promises between the parties hereto, whether written, spoken or implied from the conduct of the parties hereto.

Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any of the other covenants, conditions or provisions of this Agreement, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either the Town or Tenant in his or its respective rights and obligations under the valid covenants, conditions or provisions of this Agreement.

Surrender Of Possession. Upon the expiration of this Agreement or its earlier termination as herein provided, Tenant shall remove all of its personal property from the Property and all other Town Property and surrender entire possession of its rights to the Town and its improvements upon the expiration or termination of this Agreement.

Force Majeure. Neither the Town nor the Tenant shall be deemed in violation of this Agreement if prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God or nature, act of public enemy, acts of superior governmental authority, weather conditions, rights, rebellion, sabotage or any other circumstances that are not within its control.

No Limitation On General Powers. Nothing in this Agreement shall be construed as in any way limiting the general powers of the Town to fully exercise their governmental functions or their obligations under any bond covenants or federal, state or local laws rules or regulations.

No Relationship. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of employer and employee, principal and agent or a partnership or a joint venture between the parties hereto. the Town shall not be responsible for any debts or obligations whatsoever of Tenant.

Survival. To the extent necessary to carry out all of the terms and provisions hereof, the aid terms, obligations, and rights set forth herein required shall survive and shall not be affected by the expiration or termination of this agreement.

SIGNATURES ON FOLLOWING PAGE

TOWN OF GRAND LAKE

Steve Kudron, Mayor

DATE

TENANT

Name: _____

DATE