

MASTER RESIDENTIAL LEASE

This Master Residential Lease (this "Lease" is made this ____ day of _____, 202__, between _____, hereinafter referred to as the "Owner," or "Landlord" Omni Real Estate, a Colorado _____ hereinafter referred to as "Owner's Agent", and the Town of Frisco, a Colorado municipal corporation, hereinafter referred to as "Tenant", regarding the premises known and described as _____, Frisco, Summit County, Colorado, to be lawfully used only as a private residence for a maximum of _____ people.

TO HAVE AND TO HOLD WITH ALL appurtenances by the said Tenant commencing at twelve o'clock noon on _____ and continuing for a period of Six (6) months thereafter, expiring on the _____ at twelve o'clock noon, unless sooner terminated as hereinafter provided, the total rent for the 6 month period, in the amount of _____ Dollars (\$ _____) shall be payable in advance and due upon move in to **Owner's Agent** by mail to PO Box 948, Silverthorne, Colorado, 80498. Owner's Agent shall act as the agent of the Landlord for the collection of all sums due and owing by Tenant under this Lease.

Tenant, in consideration of leasing the said premises, covenants and agrees as follows:

1. To pay the rent provided above, plus Tenant shall pay the costs of the following: Snow removal used on the premises. Basic internet, cable, trash, water, sewer and heat are included in the rent.

2. To keep said premises in as good order and condition as when the same were entered upon; loss by fire, inevitable accidents or ordinary wear accepted;

3. USE AND OCCUPANCY OF PREMISES.

A. The Tenant, Town of Frisco, may sublet the property to its employees, and those employees shall adhere to the terms of this Lease. The parties hereto understand and agree that the Town may impose such additional or different lease terms as it may desire, so long as such terms are not in conflict with the terms of this Lease.

B. The Premises shall be used as a private dwelling and for no other purpose, whether personal or business. The Premises shall not be occupied by more than a total of _____ individuals regardless of age unless approval for any additional tenant has been granted in writing by Landlord and such additional Tenant(s) has signed this lease. Any additional tenants added to the lease or removed from the lease shall pay a \$50 fee to Landlords agent. All persons who intend to occupy the Premises that are age 18 years or older are required to sign this Lease. The Premises shall be used in compliance with all laws, rules, ordinances and regulations applicable thereto.

C. To keep or have no roomers or boarders. Tenants may have guests but only as outlined here. "Guest" is here defined as any non-paying person, not signatory to this lease, who occupies the unit no longer than seven consecutive days at one time and no more than two weeks in any six month period. No unit may have more than 2 guests at

any one time. Any person other than as here defined shall be deemed a "Tenant," and subject to individual eviction. Additionally, violation of this provision by any Tenant, shall constitute a breach by all Tenants signatory hereto and they shall be liable for additional Tenants, whether eviction occurs or not.

4. Not to use said premises for any purpose which will increase the rate or void the insurance on said property or the chattels kept therein or make any additions or alterations in or about said premises;

5. To keep the said premises and other common areas appurtenant to the leased premises in a clean and sanitary condition and not obstructed;

6. To comply with all reasonable rules and regulations hereinafter made by the Landlord, or others governing the use of the demised premises;

7. Not to throw or permit anything to be thrown or suspended from the premises;

8. To place no additional or change any locks upon any doors or windows of the premises without the prior written permission of the Landlord; if tenants wishes to have locks changed Tenant shall pay for lock change and provide Landlord with at least 2 additional keys within 24 hours of lock change.

9. To allow the Landlord or agent of the Landlord to enter said premises at any time to make repairs or to inspect said premises.

10. Not to permit any animal, bird, or other pet to be brought in or kept about the premises without express written permission of Landlord. A separate security deposit will be required for each pet. Tenant shall be responsible for cleaning up all pet waste. If this agreement is violated tenant will be evicted and a \$500 non-refundable fee will be issued.

11. Not to commit, permit or suffer any objectionable or disorderly conduct, noise or nuisance whatever about the premises on his/her part, his/her family members, guests, servants or employees to commit, permit or suffer anything to be done by any of them that will disturb or interfere with the rights, comforts, or conveniences of neighbors;

12. Not to use or permit the premises to be used for any purpose prohibited by the laws of the United States or the State of Colorado;

13. To make no claim against said Landlord or any agent of the Landlord for or on account of a loss or damage sustained by fire or water or for loss or damage to any articles from any cause in said premises or building. Tenant is advised to obtain insurance for their personal belongings.

14. To be responsible for, and to pay for mending any and all breakage or damage done to said premises or building by Tenant or Tenant's family members, licensees, permittees, or

invitees.

15. If this Agreement is for a period of longer than one month, sixty days prior to the expiration of the terms herein, the Tenant agrees to give written notice of intent to vacate or intent to extend. If after expiration of this lease the Tenant, with the permission of the Landlord, shall remain in possession of said premises without written notification by the Landlord of the change of said rental terms, then the Tenant shall be regarded as a Tenant from month to month, or periodic Tenant, as a monthly rental, payable in advance, subject however, to all terms and conditions of this lease including the 30 days notice requirement of this paragraph;

16. If default be made in any of the terms hereof, then the Landlord may, with or without terminating this Lease, retake possession of said premises, including the removal or disposal of any personal property therein which, if the Landlord desires, it may have removed and stored in a warehouse at the expense of the Tenant, without being liable to prosecution for any damages thereof, and the said premises again to repossess and enjoy, as in the first and former state of the said Landlord, and rent the same for such rent and upon such condition as the Landlord may think best, making such changes and repairs as may be required, giving credit for the amount of rents so received less all expenses for such damages and repairs, and said Tenant shall be liable for the balance of the rent herein reserved until the expiration of this Lease;

17. If at any time said term shall be extended as provided herein, said Tenant hereby covenants and agrees to surrender and deliver up said premises and all keys peaceably to said Landlord immediately upon the termination of said term, and if the Tenant shall remain in possession of the same after the termination thereof, said Tenant shall be deemed guilty of a forcible detainer of said premises under this statute, thereby waiving all notice, and shall be subject to eviction and removal, forcible or otherwise, with or without process of law, as above stated;

18. The Landlord retains the unrestricted right to change, alter, abolish or add to any of the appurtenances of said premises as it may seem best;

19. The taking of the possession by the Tenant shall be conclusive evidence that the demised premises were in good and satisfactory condition when the possession of the same was taken;

20. The Tenant, by entering into this Lease relies solely upon the statements contained in this Lease and acknowledges that he/she has carefully read and understands the same and that no agent or representative of the Landlord has authority to in any manner change, add or detract from the terms of this Lease prior to the expiration date, unless reduced in writing and executed by the parties hereto in the same manner as the execution of this Lease;

21. No assent on the part of the Landlord, expressed or implied, to any breach of any one or more of the covenants or agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach or any continuation of such breach;

22. In the event of any violation on Tenants part of the terms of this Lease, wherein the Landlord engages an attorney to enforce Tenants performance, Tenant agrees to pay reasonable attorney's fees and costs as may be incurred by the Landlord;

23. The Tenant concurrently with the execution of this Lease, will deposit with the Landlord and will keep on deposit during the term of this lease the sum of _____ (\$ _____), the payment of which will be made, and the receipt of which will be acknowledged at the signing of the lease. This sum shall be retained by the Landlord's Agent as security for the payment by the Tenant of the rent herein agreed to and for the faithful performance of all the covenants of this Lease. If at any time during the term of this Lease the Tenant shall be in default of the performance of any of the provisions of this Lease, the Landlord shall have the right to use said deposit, or so much thereof as necessary, in payment of any rental in default as aforesaid, and in payment of any damages incurred by the Landlord by reason of the repair of any damage and/or cleaning of the premises, ordinary wear and tear excepted. In the event that said deposit, which shall be paid over and held by the Landlord, shall not be utilized as aforesaid, then the said deposit shall be refunded to the Tenant without interest, upon the full performance of this Lease by Tenant, within sixty (60) days after the Tenant has surrendered the premises to the Landlord. The Security Deposit shall be returned to Tenant at Tenant's last known address provided by tenant.

23.a. **Amounts Retained.** Upon termination of this Lease, Landlord shall have the right to retain from the Security Deposit any amounts for which Tenant is liable to Landlord under this Lease, including without limitation: (i) unpaid rent for the duration of the Term, additional rent due to late payments or bad checks, or other payments due hereunder; (ii) costs of cleaning, painting and repairs to the Premises, except where attributable to normal wear and tear; (iii) costs of professionally cleaning the carpeted areas and window coverings of the Premises; (iv) costs of lost or missing items of furnishings or equipment (including keys) provided by Landlord to Tenant during Tenant's tenancy; (v) damages for surrender or abandonment of the Premises, including without limitation future Base Rent due after the abandonment or surrender; (vi) utility shutoff or transfer fees and other unpaid utility charges for which Tenant is responsible; and (vii) any other damage or loss to Landlord or the Premises caused by Tenant's breach or nonperformance of any provision of this Lease. If the Security Deposit is insufficient to compensate Landlord for the foregoing, Landlord shall have the right to institute legal proceedings for the remainder.

24. All notices shall be in writing and shall be deemed duly given if either delivered personally to the Tenant, or sent by registered mail, postage prepaid, to the Tenant at P.O. Box 4100, Frisco, CO, 80443; and all notices or complaints to the Landlord shall be in writing and sent by registered mail, postage prepaid, to the Owner's Agent at P.O. Box 948, Silverthorne, CO.

25. Whenever the words "Landlord" and "Tenant" are used in this indenture, they shall include and apply to persons both male and female, companies, co-partnerships and corporations and in reading said indenture, the necessary grammatical changes that are required to make the provisions hereof mean and apply as aforesaid shall be made in the same manner as though written into said indenture.

26. ABANDONMENT.

(a) **Abandonment of Premises by Tenant.** If Tenant abandons the Premises at any time prior to proper termination of this Lease by Tenant, Tenant shall remain liable for the full amounts due hereunder, for the remainder of the Initial Term of the Lease or any extension thereof, and Landlord shall have all of the rights and remedies specified in this Lease.

(b) **Removal of Persons and Property.** At any time after the termination of this Lease for any reason, or upon abandonment of the Premises by Tenant, Landlord shall have the right to re-enter the Premises and remove all persons and property remaining thereon. Property that remains on the Premises after abandonment of the Premises or termination of this Lease shall be presumed abandoned, and such property may be discarded or disposed of as Landlord sees fit or stored in a public warehouse or elsewhere at Tenant's expense, all without additional notice or resort to legal process and without Landlord being deemed guilty of trespass or conversion. Tenant hereby waives any claim against Landlord for any damages or loss occasioned thereby.

27. Receipt by Landlord of any check which is returned by any institution upon which it is drawn shall result in a penalty of \$35.00 due as additional rent, and shall mean that, no matter when such instrument was received by Landlord, rent was not received, and the late fee penalties, in addition to that above for return of the instrument of payment, shall be imposed. "Received" is defined here as physical receipt by the Landlord, not the date of any deposit in the mail. If a check is returned, Landlord may, upon written notice to Tenant, deemed to be given three days after mailing, demand that any further payments due be made in cash or certified funds.

28. Tenant agrees that professional, commercial cleaning of any carpet is required at termination of Lease and shall be paid for by Tenant prior to leaving the Unit. Tenant shall clean unit per attached Move Out Clean List, so as to make the premises ready for immediate occupancy. This includes the patching of all nail holes in walls, spot painting, and cleaning all windows, oven, appliances, bathrooms, and kitchen – dusting included. Any charges for additional cleaning or damage beyond normal wear and tear shall be held from Tenant's security deposit refund.

29. PEST CONTROL. Landlord and Tenant agrees as follows:

a) If Tenant fails to report any pest infestation and/or problems with the Premises within 7 days of taking possession of the Premises, Tenant shall be deemed to have affirmatively acknowledged that the Premises are acceptable, in good condition and pest free (including but not limited to, bed bugs, roaches, and mice).

b) Tenant agrees to cooperate fully with and to undertake all efforts and tasks required by Landlord or Landlord's pest control consultants retained to eradicate pests. Tenant's full cooperation shall include, but is not limited to: (a) immediately reporting pest infestation to the Landlord; (b) making the Premises available and accessible for pest inspections, pre-treatment activities and eradication treatment; (c) evacuating the Premises during and after treatment for the required time frame; (d) completing all required post-treat

activities; and (e) immediately reporting ineffective treatment or re-infestations to the Landlord in writing.

c) Tenant may request reasonable extermination services at any time at the cost of the Tenant.

d) Tenant acknowledges that used or secondhand furniture is the primary means of spreading bed bugs, roaches and other pests. Tenant agrees to not acquire or purchase used or secondhand furniture. Tenant acknowledges that sharing vacuum cleaners may cause the spread of pests. Landlord strongly discourages Tenant from sharing such items with others. If, after being properly notified of re-inspection and/or re-treatment, Tenant is not prepared, Tenant agrees to pay the actual cost of said service. If Tenant fails to cooperate fully with the treatment plan, and the Premises is either re-infected or the initial treatment is ineffective, Tenant agrees to pay all costs of all subsequent treatments, as well as the cost of treatments for the spread of the infestation.

30. Should Tenant be evicted during the rent term, Landlord shall not by such action be deemed to have terminated Tenant's obligation to pay all amounts remaining due under the Lease. All costs of re-rental, preparation therefor, advertising and any other reasonably related costs shall be damages which Landlord may recover from Tenant, in addition to amount remaining due under the Lease, Landlord having no obligation to re-rent the Unit. Should the Unit be re-rented, Landlord shall have the sole discretion to determine the rent amount, term and conditions, and Tenant shall be liable for any difference between rentals received during the unexpired term and rentals to which Landlord was entitled during the remainder of the term.

31. Tenants acknowledge their inspection of the Unit, and to the accuracy of the attached and incorporated inspection sheet signed by them. This sheet must be completed prior to occupancy and documented by Landlord.

32. All provisions hereof are material inducements for each party to sign this agreement, and if any one or more is stricken, the parties desire that all remaining provisions remain in full effects as much as possible to carry out their interest.

33. Tenant acknowledges that he has been instructed to seek legal advice if he does not understand any provision herein.

34. This Lease shall be binding upon the heirs, executors, legal representatives and assigns of the respective parties hereto.

35. Tenant must provide contact phone number, mailing address, and email upon the execution of this lease.

36. If Tenant is leasing a home or duplex, said Tenant is responsible for maintaining the yard, including but not limited to watering and mowing.

37. If unit rented is a private home or duplex, Tenant shall be responsible for the removal of snow from the driveway, sidewalks and decks.

38. If washer/dryer is located on the premises, any repairs/maintenance will be the sole responsibility of Tenant.

39. Tenant acknowledges that he has been advised to procure renters liability insurance to cover any and all personal contents or liability.

40. Additional provisions:

a. **Smoking:** Cigarette smoking is not allowed in the unit or on the premise of the property. Marijuana smoking is not allowed in the unit or on the premise of the property.

b. **Substance Use:** Regardless of local laws, the cultivation, distribution or use of marijuana is strictly prohibited on the Premises as disallowed by Federal law. All illegal use of controlled substances is strictly prohibited.

c. **Radon Gas Disclosure.** As required by law, Landlord makes the following disclosure to Tenant: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in building in every state, including Colorado. Additional information regarding radon and radon testing may be obtained from the local county health department. Tenant acknowledges that Landlord has not made any representations or warranties to Tenant regarding the presence or absence of radon gas within the Premises. If Tenant desires to determine if radon gas is present in the Premises, then Tenant shall do so at its sole cost and expense.

d. **Lead Paint Disclosure.** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting a pre-1978 house, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention. Landlord represents to Tenant that the Premises were constructed after 1978 and that Landlord has no knowledge of any lead-based paint or lead-based paint hazards within the Premises.

e. Tenant has received a copy of the HOA rules and regulations. If any of the rules are broken Tenant shall be given notice. Any and all fees imposed shall be the responsibility of the Tenant and paid in a timely manner.

f. The growing of Marijuana is strictly prohibited in or around the property or the garage.

g. Tenant shall be given two (2) keys. If keys are not returned at end of lease tenant shall pay \$5 per key not returned.

h. **PARKING AND GARAGE USE.** This Lease establishes a license to have only two (2) motor vehicles parked at the Property. All motor vehicles must be licensed and insured. No inoperative, stored or "junked" motor vehicles are permitted. Cars must be parked in designated parking space.

i. Tenant may not withhold or offset Rent for any reason.

j. Checks sent by mail are done so at the sender's own risk. Rents will be credited as paid only when actually received by Landlord. To avoid the risk of lost checks, you may DELIVER your rent to Landlord, at Landlord's address set forth above. If you would prefer to mail your Rent, it is recommended that it be mailed at least one week early to allow for any delay in delivery and be sent to the payment address set forth above. Timely Rent payment is critical. FAILURE TO PAY RENT WHEN DUE MAY RESULT IN EVICTION.

k. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;

l. Not leave windows or doors in an open position during any inclement weather;

m. Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;

n. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;

o. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;

p. Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements; and

q. the property shall be fully furnished, an inventory list shall be created and signed off on at the signing of this lease. Tenant agrees to leave the furniture and furnishings in good condition at the end of the lease.

r. Tenant shall be responsible for payment of the management fee to Owners Agent in the amount of 6.5% of the rental rate. This shall be paid upfront with the rent.

IN WITNESS WHEREOF, the said Landlord and Tenant have hereunto caused their respective names to be subscribed this ____ day of _____, 202_.

LANDLORD:

TENANT:

Date

Town of Frisco Date
_____, Town Manager

Phone: 970-668-9130

Email: donR@townoffrisco.com

Mailing: PO Box 4100, Frisco, CO 80443

Date

OMNI REAL ESTATE:

By: _____

Its: _____

Omni Real Estate

Phone: 970-468-2740

aly@omniresorts.com

frontdesk@omniresorts.com