

Please Note

This is an example of what a Boarding House lease could look like. This lease example is not binding in anyway and could differ at the time of move-in.

**VIRGINIA PLACER BOARDING HOUSE
LEASE AGREEMENT**

(Rev. 02/18)

1. This Lease Agreement (“Lease”) is entered into by and between the Telluride Housing Authority (“Landlord”) and the Tenant named below (“Tenant”) for the Premises known as **XXXX Black Bear Road, Unit A1, Virginia Placer Boarding House, Telluride, CO 81435**. Included in the Premises are the following items of property: Bed with frame and mattress, desk, chair, mini fridge, window blinds and screens.

2. TENANT.

3. TERM. The term of this Lease shall be at least three months and begin at twelve o’clock noon on **February 01, 2018** and end at twelve o’clock noon on **January 31, 2019**. Upon termination of the Lease, Tenant shall surrender possession of Premises and leave the Premises in the same condition as when the Lease began, reasonable wear and tear excepted.

3.1 *Notice to Vacate or Relet the Premises.* Tenant shall give notice to Landlord at least thirty (30) days prior to expiration of lease term if Tenant desires to vacate the Premises or relet the Premises. Landlord shall be under no obligation to relet the Premises and any new lease shall be on such terms as Landlord shall offer. Landlord shall give notice to Tenant at least thirty (30) days prior to the end of the lease if Landlord chooses not to relet the Premises.

3.2 *No Holdover.* Failure by the Tenant to either vacate or relet the Premises as provided in paragraph 3.1 above shall not create a holdover tenancy. Any continued occupancy of the Premises after the end of the Term shall be at the sole discretion of the Landlord and subject to such terms and conditions as the Landlord may offer.

4. RENT. The total rent per month is **Three Hundred Eighty Five DOLLARS (\$385.00)** payable on the first day of each month of the term. All such payments shall be made to Landlord at Landlord's address as set forth in the Paragraph 5 of this Lease on or before the due date and without demand. Payments will be considered late if received after the 5th day of each month.

4.1 *Prorating.* Should the Lease term begin on a day other than the first day of a calendar month, the prorated rent for that month shall be due and payable at the beginning of the Lease term. Prorating for any partial month during the term of the Lease shall on the basis of the number of days out of the calendar month that the Lease is in effect for the Premises.

4.2 *Charges for Late Payment.* Landlord may, in its sole discretion, accept a late payment of rent or security deposit, if any payment of rent or security deposit due under this Lease is not received by Landlord on or before the date the payment is due. If a late payment is accepted by the Landlord, Tenant shall be assessed and liable for any late charge established from time to time by Landlord to cover Landlord’s administrative and other costs. Acceptance of any payment following the expiration of the lease term shall not create a holdover tenancy.

5. DESIGNATED ADDRESSES. All notices or demands (including but not limited to security deposit refunds) which may or are required to be given pursuant to this Lease must be in writing and may be deposited in the U. S. Mail, or hand-delivered, or posted on the Premises. Any subsequent change of Tenant address must be in writing with signature(s) of all those named as Tenant in Lease.

If delivered by mail to the following addresses:

Landlord:
Telluride Housing Department
PO Box 840
Telluride, CO 81435

Tenant:
PO Box **3571**
Telluride, CO 81435

If hand-delivered or posted:

Landlord:

Tenant:

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Telluride Housing Department
820 Black Bear Road, Unit **G17**
Telluride, CO 81435

Unit **G44**, VP Boarding House
Telluride, CO 81435

All notices, demands and other communications delivered by mail shall be deemed to have been delivered to and received by the addressee on the third day following the day on which such notice or communication was deposited in the United States mail. All notices, demands and other communications delivered to a party personally shall be deemed to have been delivered to and received by such party on the date of such personal delivery.

6. SECURITY DEPOSIT. Upon execution of this Lease, Tenant shall pay to Landlord a security deposit in the amount of **Five Hundred DOLLARS (\$500.00)** to secure Tenant's obligations hereunder according to the following payment schedule:

PAID IN FULL

If Tenant is unable to pay the entire security deposit upon execution of this Lease, Tenant shall pay a non-refundable finance charge as set by Landlord at the time of execution of this Lease. The security deposit may be commingled with other funds of Landlord. No interest shall be paid on any security deposit.

6.1 *Use of Security Deposit.* Landlord shall have the right to use the security deposit, or so much of it as is necessary, for the payment of any unpaid rent or to reimburse Landlord for any expenses, damages or costs incurred by Landlord as a result of Tenant's act or failure to act. If Tenant vacates the Premises prior to the expiration of the Lease, Landlord will retain all or a portion of the security deposit to cover any loss of rent or other damages. Tenant shall be liable for rent for the remainder of the Lease term until Landlord relets the Premises. If the Premises have extraordinary damage such that repairs require more than the ordinary and customary time to repair, Tenant shall be liable for rent loss beyond the lease term until the repairs have been completed. Tenant is jointly and severally liable for monies withheld from the security deposit. Landlord has no obligation to determine responsibility between individuals comprising Tenant for monies withheld from Security Deposit or for monies owed if the Security Deposit is insufficient to cover Tenant's obligations herein.

6.2 *Restoration of Security Deposit.* If Landlord utilizes any portion of the security deposit prior to termination of Lease, Tenant, upon notice from Landlord, shall immediately remit to Landlord an amount sufficient to restore the security deposit to its original amount.

6.3 *Refund of Security Deposit.* Any unused portion of the security deposit shall be refunded to Tenant within sixty (60) days of the termination of this Lease. The proceeds of the security deposit shall be remitted on one check jointly payable to all persons identified as Tenant in Section 2, above, and shall be mailed to Tenant at the address designated in Section 5 above.

7. STORAGE. An assigned storage space is included in the Premises in the form of a ski locker, located on the first floor of the VP Boarding House. Such storage space shall be considered part of the Premises and subject to the terms and conditions of this Lease. All storage space shall be vacated and returned to the Landlord's possession at the end of the Lease term. Tenant shall supply lock for storage unit if tenant so choses.

8. BANK CHARGES. Tenant shall pay a fee as set by Landlord from time to time for any payment returned by the bank to Landlord unpaid. Tenant shall also pay any service charges set by Landlord from time to time for payments made by credit card, debit card or electronic funds transfer.

9. OCCUPANCY AND NO ASSIGNMENT OF LEASE. All adult occupants of the Premises shall be named as Tenants in paragraph 2. above and shall be qualified according to Landlord's Qualification Policy for the Premises. A maximum occupancy of 1 person per bed is authorize. Tenant shall not sublet any part of the Premises nor assign the Lease, or any interest therein, without the written consent of the Landlord.

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9.1 *Change in Occupancy.* Occupancy of the Premises is subject to Landlord's Qualification Policy for VP Boarding House. Any change in tenancy shall require the prior written permission of Landlord and Tenant. Landlord, in its sole discretion, shall determine how to handle approval of any new tenant, the new tenant's relationship to the lease and as to the old and new tenants' security deposits at the time of any tenant lease amendment. Landlord's approval of the new tenant shall not be unreasonably withheld; however, the new tenant shall be subject to the requirements of the Qualification Policy in effect when such change is requested.

9.2 *Temporary Occupancy "Guests".* Guests that stay in the unit more than five (5) days in any given month shall be considered "occupants", must be registered with the Landlord and shall be subject to the lease and must qualify with Landlord subject to this paragraph 9.

9.3 *Excluded Persons.* An Excluded Person is a person who has been prohibited from entering on the Premises by Landlord or Court order. Tenant shall not invite or allow "Excluded Persons" to or in their unit.

9.4 *Ongoing Qualification.* Tenant shall remain qualified according to Landlord's Qualification Policy for the Premises during the Lease Term.

10. USE OF PREMISES. Tenant shall use and permit the Premises to be used as Tenant's principal place of residence and for residential purposes only. Tenant shall not use or permit the Premises to be used for any unlawful use, commit or permit waste of the Premises or use or permit use of the Premises so as to endanger or adversely affect any other occupants or the insurance covering the Premises. Tenant shall not, nor shall Tenant permit, family members, other occupants or guests, keep or have on the Premises any item or property of a dangerous, inflammable or explosive character or undertake any action, which might unreasonably increase the danger of fire or other accident on the Premises.

10.1 *Growing, Selling, and Public Use of Marijuana Prohibited.* Growing and selling of marijuana are prohibited in the Premises and in all public areas of VP Boarding House. Personal use of marijuana is prohibited in any public area of VP Boarding House.

10.2 *Manufacturing of Marijuana Products Prohibited:* Location or operation of any Marijuana Enterprise (as defined in the Telluride Municipal Code, Chapter 6), or personal use production and manufacturing, including production of Marijuana products and the manufacturing of hash oil are *prohibited* anywhere within the Premises and in all public areas of VP Boarding House.

11. NO SMOKING.

11.1 *VP Boarding House is a Tobacco Smoke-Free Community.* Tenant agrees and acknowledges that the VP Boarding House Apartment Community, including without limitation the Apartment (which includes the Apartment's interior and exterior, such as balconies and patios) and all common areas, have been designated as a tobacco smoke-free living environment.

11.2 The term "Smoking" means inhaling, exhaling, burning or carrying any lighted or heated tobacco product, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of tobacco in an Electronic Delivery Device.

11.3 Tenant and Tenant's Invitees shall not smoke anywhere in the VP Boarding House Apartment or the building where the VP Boarding House is located or in any of the common areas or adjoining grounds of such building or other parts of the Apartment Community. The closest permitted smoking distance from the VP Boarding House Apartment Community is 25 feet from the exterior perimeter of the apartment buildings.

11.4 Violation of the No Smoking Policy has additional fines and consequences that may be amended from time to time.

A. Tenant Violations

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a. First Violation:

- (i) A Tenant caught smoking tobacco outside of an apartment home but within 25 feet of the VP Boarding House Community will receive a warning.
- (ii) A Tenant caught smoking tobacco in an apartment home or evidence of tobacco smoking in an apartment home will result in a \$100.00 fine.

b. Second Violation: A Tenant caught smoking tobacco inside an apartment home or in the common area will result in a \$200.00 fine and warning of future eviction for next offense.

c. Third Violation: Eviction plus a restoration fee equivalent to the cost to effectively restore the unit to a tobacco smoke-free condition, in addition to any other fees or loss of rent associated with an early lease termination pursuant to your Lease.

B. Tenant's Invitees Violations: The following action will be taken against Tenant in the event any Tenant Invitee is tobacco smoking at the Apartment Community:

- a. First Violation: Warning to Tenant.
- b. Second Violation: \$50.00 fine to Tenant.
- c. Third Violation: \$100.00 fine to Tenant.
- d. Fourth Violation: \$200.00 fine to Tenant.
- e. Fifth Violation and any subsequent Violation: \$300.00 fine to Tenant.

C. Restoration of Status: After 12 consecutive months of no infractions, the level of violation will revert to zero (i.e., if a Tenant has incurred 2 violations and Tenant Invitee's have 3 violations, if there are no further violations for a 12-month period following the last violation, the next violation will be a First Violation).

12. NO PETS. Absolutely **no pets are allowed on the Premises or on any of the grounds** at VP Boarding House. Landlord may have any pet, whether owned by Tenant or Tenant's guests, removed from the Premises or any of the grounds by the Town Marshal or his/her designee. Tenant shall be liable to Landlord for any damage to the Premises or Landlord's real or personal property caused by any pet, whether owned by Tenant or Tenant's guests, in violation of this paragraph.

13. REPAIRS AND MAINTENANCE.

13.1 Tenant agrees that the Premises are in good order and repair and in a safe, clean and habitable condition as of the beginning of the Lease Term, except as noted in the Move-In Inspection report. Tenant shall leave the Premises in the same condition at the end of this lease, normal wear and tear excepted. Tenant agrees that Landlord has made no promises to decorate, alter, repair or improve the Premises except as noted herein. At all times, Tenant shall keep the Premises in good order and in a safe, clean and habitable condition. Tenant shall keep the carpeting clean and shall not paint, write, mark or put stickers on walls, doors or appliances, or otherwise damage the Premises. Failure to keep the Premises in good order and in a safe, clean and habitable condition is a material breach of this Lease.

13.2 If the Premises need repair, Tenant shall notify Landlord immediately. Failure to notify Landlord of a condition needing repair shall be considered an act of negligence and any additional cost incurred by Landlord in making repairs due to such lack of notice shall be the responsibility of the Tenant. Landlord shall coordinate and manage the performance of all repairs. Tenant expressly understands that any repairs undertaken without knowledge and coordination by Landlord may result in charges to Tenant for the repairs to be done in a proper manner should Landlord find this necessary. Landlord shall have the right to enter the Premises at any time on reasonable notice to Tenant to perform necessary maintenance and repairs. If any damage, defect or condition is the result of the carelessness, negligence, recklessness, intentional act or other conduct of Tenant, Tenant's family, Tenant's licensees, invitees or other third parties on the Premises, the cost of such repairs shall be the responsibility of Tenant.

13.3 Upon termination of the Lease, Tenant shall surrender possession of Premises and leave the Premises in the same condition as when the Lease began, reasonable wear and tear excepted.

13.4 Landlord shall maintain the Premises including all equipment and appliances, which are furnished

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by Landlord in good working order, including all plumbing, electrical and structural systems. Landlord shall maintain all common areas, all exterior surfaces and fixtures, and all landscaping. Landlord will provide snow removal for all exterior walkways and common spaces in the complex. Landlord will respond within a reasonable time to calls by Tenant for services consistent with Landlord's obligations under the Lease and Landlord's obligations to other tenants. Landlord will be responsible for all expenses associated with such maintenance except as provided herein.

14. NOISES, CLUTTER, AND OTHER ANNOYANCES. Tenant understands that the close proximity of the VP Boarding House and the number of people living in a small area require cooperation and consideration among all residents.

14.1 Tenant shall not make or permit any sound which is unreasonably loud or annoying nor make or permit any odor which is unreasonably foul or noxious, nor engage in any other activity which, in the sole judgment of Landlord, causes a material annoyance, discomfort or actual physical hazard to other residents, in the Premises, in a rented storage unit or in such locations as Landlord may designate for specific purposes.

14.2 *Use of Public Areas.* Tenant shall use public areas of VP Boarding House according to any posted signs and the Landlord's Rules and Regulations and shall be responsible for any cost of cleaning or repairs required due to the Tenant's use of a public area. Tenant shall not use public areas in a way that causes a material annoyance, discomfort or actual physical hazard to other residents. Other than areas designated by the Landlord (e.g. bicycle storage), Tenant shall not leave or store personal possessions in public areas.

15. LANDLORD'S RIGHT OF ACCESS.

15.1 Landlord shall have the right to enter the Premises at any time on reasonable notice to Tenant to perform any of its duties under this Lease.

15.2 Landlord shall have the right to inspect the Premises at any time on reasonable notice to Tenant to determine if any maintenance or repair to the Premises is needed or to determine if Tenant is complying with Tenant's duties under this Lease.

15.3 Landlord may enter the Premises at any time without notice in the event of any emergency.

15.4 Landlord shall have the right to enter the Premises at any reasonable hour on reasonable notice to Tenant to show the Premises to prospective tenants any time after notice of intent to end the lease has been given by either party.

15.5 Tenant shall not change any lock for the Premises without prior consent of the Landlord. In the event Tenant changes a lock without Landlord permission, Landlord may at its sole discretion have the lock changed to a lock of Landlord's choosing. Tenant shall be responsible for the cost of opening and changing an unauthorized lock.

16. ALTERATIONS AND IMPROVEMENTS. Tenant shall make no structural alterations to the Premises, nor shall Tenant redecorate, paint or remodel any part of the Premises nor install any fixtures on the Premises without Landlord's prior written consent. Tenant expressly understands that any structural alterations, installations or other changes to the Premises made without consent of Landlord may result in charges to Tenant for the Premises to be returned to their original condition should Landlord find this necessary. See also 17. Utilities.

17. CONTRACTUAL LIEN. To secure payment of rent and other Tenant obligations under this Lease, all personal property of Tenant shall be subject to a contractual landlord's lien. This Contractual lien is in addition to the statutory Landlord's lien. To exercise contractual lien rights, Landlord, or its agents, may peacefully enter the Premises (and

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any storage units of Tenant) and remove and store all Tenant's property subject to applicable state laws. Upon the seizure of such property, Landlord shall post on the Premises and mail, to Tenant's address herein designated, notice of entry and a list of property seized. The notice shall also state the amount due and the name, address and telephone number of the person Tenant may contact regarding the amount owed. Landlord shall promptly return Tenant's property upon full payment of amount due. Landlord shall be entitled to recovery of its cost in removing, storing and selling Tenant's property. If Tenant has abandoned the Premise or been evicted by judicial process, Landlord or its agent, may enter the Premises and take possession of all property remaining on the Premises. Landlord may sell any property taken pursuant to this section, at a public or private sale provided Landlord gives thirty (30) days' notice of the date, time and place of such sale to Tenant at Tenant's address herein designated. Tenant hereby waives and releases Landlord from all claims and liabilities arising out of Landlord's seizure and sale of Tenant's property as provided herein and waives any right to a judicial hearing prior to the seizure of property hereunder.

18. UTILITIES. Landlord shall pay for water, sewer, trash and recycling collection, domestic hot water and heat, and electricity to the Premises. Tenant shall pay all other utility costs for the Premises. Tenant shall exercise restraint and conservation in the use of all utilities. Landlord shall not be responsible for any interruption of utility service beyond Landlord's control.

18.1 No utility requiring the addition of any exterior attachment, such as a satellite dish for television programming, may be attached.

18.2 Tenant understands that the electrical system for the Premises is designed for normal residential use only and shall not install or operate any dangerous light bulbs, heavy-duty power tools or other potentially hazardous electrical or electronic devices.

19. INSURANCE, HAZARDS AND CASUALTY LOSS. Personal Property. Landlord shall not be responsible for any loss or damage to Tenant's personal property from whatever cause. Landlord recommends Tenant obtain, at Tenant's sole expense, insurance on Tenant's personal property and possessions.

20. RULES AND REGULATIONS. Tenant agrees to abide by such rules and regulations promulgated by Landlord for the Premises as they may be amended from time to time. Tenant acknowledges receipt of a copy of the Rules and Regulations. Landlord shall give notice to Tenant of any changes in the Rules and Regulations prior to the enforcement of such changes. Any violation of these rules shall be deemed a material breach of this lease.

20.1 *Fees and Surcharges.* As part of the Landlord's Rules and Regulations for the Premises, Landlord may set fees and/or surcharges for additional services provided by Landlord or for violations of this Lease or of the Rules and Regulations. Assessment of any such fee or surcharge shall not be considered a waiver of Landlord's right to end the Lease at any time for any violation of this Lease or the Rules and Regulations.

20.2 *Compliance with Applicable Laws.* Tenant shall comply with all applicable local, state and federal laws and regulations, violations of which shall be deemed a material breach of this Lease.

21. APPLICATION AND QUALIFICATION INFORMATION. Prior to commencement of Lease Term, and any other time deemed necessary by Landlord at Landlord's sole discretion, Tenant shall furnish such information as requested by Landlord to verify Tenant's qualification to lease the Premises. Tenant shall sign an authorization allowing Landlord to verify qualification information at the time of renewal or at any other time Landlord deems appropriate. Misrepresentation by Tenant of any qualification information given to Landlord shall be deemed a material breach of this lease.

22. RELETTING AND VACATING. If the Premises are left vacant or abandoned and any part of the rent reserved hereunder is not paid, then the Landlord may, without being obligated to do so and without terminating this Lease, retake possession of the Premises and relet, or attempt to relet, the same for such rent and upon such conditions as the Landlord may think best. Tenant shall be liable for the balance of the Rent herein reserved until the expiration of the Term or the reletting of the Premises.

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23. REMEDIES. If Tenant shall be in arrears in the payment of any installment of Rent, any additional payments, or any portion thereof, or in default of any other covenants or agreements set forth in this Lease and the default remains uncorrected for a period of three (3) days after the Landlord has given written notice thereof, then the Landlord may, at the Landlord's option, undertake any the following remedies without limitation: (a) declare the Term of the Lease ended; (b) terminate the Tenant's right to possession of the Premises and reenter and repossess the Premises pursuant to applicable provisions of the Colorado Forcible Entry and Detainer Statute; (c) recover all present and future damages, costs and other relief to which the Landlord is entitled; (d) pursue Landlord's lien remedies; (e) pursue breach of contract remedies; and/or (f) pursue any and all available remedies in law or equity. In the event possession is terminated by reason of a default prior to expiration of the term, Tenant shall be responsible for the rent and additional payments occurring for the remainder of the term, subject to the Landlord's duty to mitigate such damages. In the event repeated or substantial default under the Lease occurs, Landlord may terminate the Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, Landlord shall have available any and all remedies allowed by law.

24. GENERAL PROVISIONS.

24.1 *Attorney's Fees.* If an action or proceeding is brought which arises out of this Lease, its performance or proceeding is brought which arises out of this Lease, its performance or breach, the prevailing party shall be entitled to, in addition to other damages and costs, reasonable attorney's fees or the reasonable value of salaried attorney's time.

24.2 *Amendments.* No amendments or waivers shall be valid or binding unless in writing and signed by the parties hereto.

24.3 *Gender, Number.* As used herein, the masculine, feminine or neuter gender, and the singular and plural number, shall include the others whenever the context indicates.

24.4 *Governing Law.* This Lease shall be construed in accordance with the laws of the State of Colorado.

24.5 *Venue for Legal Actions.* Any action or proceeding, which arises out of this Lease, shall be brought in San Miguel County, Colorado.

24.6 *Successors in Interest.* This Lease shall bind and inure to the benefit of the heirs, personal representatives and successors in interest of the parties hereto.

24.7 *Hold Harmless.* Tenant shall neither hold, nor attempt to hold, the Landlord, Landlord's agents, contractors and employees liable for any injury, damage, claims or loss to person or property occasioned by any accident, condition or casualty to, upon, or about the Premises including, but not limited, defective wiring, the breaking or stopping of the plumbing or sewage upon the Premises, unless such accident, condition or casualty is directly caused by intentional or reckless acts of omission of the Landlord.

24.8 *Joint and Several Liability.* Each person identified as Tenant herein, or otherwise occupying the Premises, shall be jointly and severally liable and responsible for all obligations under this Lease including, but not limited to, the payment of any and all rents, security deposits, fees, charges and expenses and any and all other payments provided for in this Lease, and the Landlord may proceed against any or all such persons in the collection of any payment due or enforcement of any Lease provision hereunder.

24.9 *Entire Agreement.* This Agreement constitutes the entire agreement of the parties on the matters and issues addressed hereunder and it supersedes any prior oral or written agreements on the same subject matter between the parties hereto.

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Landlord: Telluride Housing Authority

By: _____

Tenant:

Date