

**Marolt Ranch Housing  
EMPLOYEE HOUSING LEASE AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, **2020**, by and between Aspen/Pitkin County Housing Authority, a Multi-Jurisdictional Housing Authority, existing under and by virtue of the laws of the State of Colorado (hereinafter referred to as "APCHA" or "Landlord") and

**NAMES:** \_\_\_\_\_ ("Tenant").

In consideration of the payment of the rent and performance of the promises set forth below, APCHA does hereby lease to the Tenant the following described Employee Housing in the City of Aspen, in the State of Colorado, described as an Employee Housing unit located at **100 Marolt Place, Aspen, CO 81611**, herein after referred to as the "Premises" which employee unit is to be used only as a private residence for qualified employees of Pitkin County (and qualified members of their family), and for no other purpose whatsoever.

**IT IS MUTUALLY AGREED BY THE PARTIES AS FOLLOWS:**

- 1.0 **LEASE OF PREMISES.** APCHA hereby leases to Tenant(s) Apartment No. \_\_\_\_\_ City of Aspen, Pitkin County, Colorado (the "Premises") for a term commencing at noon on \_\_\_\_\_, **2020** and expiring at noon on **April 30<sup>th</sup>, 2021** unless sooner terminated as provided herein, subject to the terms and conditions of this Agreement, and further subject to the Exhibit(s) attached hereto and by this reference incorporated herein.
- 2.0 **EMPLOYMENT.** Tenant agrees that he or she shall remain employed in Pitkin County and occupy the Premises as his or her primary residence, both in accordance with the terms of the APCHA Employee Housing Guidelines ("the "Guidelines") in effect through the duration of this agreement, as a condition of this lease. In the event of any violation of these requirements, after notice Tenant shall surrender his/her right to use and occupancy of the Premises and this Lease shall terminate.
- 2.1 **VERIFICATION AND DOCUMENTATION FOR TENANT QUALIFICATION.** Prior to occupancy of the Premises under this lease agreement and as requested by the APCHA during the term of this lease, Tenant agrees to furnish the APCHA any documentation or verification necessary or deemed appropriate by the APCHA to verify Tenant's income, assets, and employment and other requirements for the purpose of qualifying Tenant for tenancy under the APCHA Guidelines. Until all such documentation has been received and approved by the APCHA, in its sole and reasonable discretion, the tenancy shall be deemed to be month to month unless terminated based on noncompliance. Any change in roommates or persons occupying the Premises requires a requalification under the APCHA Guidelines of all the persons occupying the Premises. Roommates are permitted provided that they meet the requirements of the APCHA Guidelines and approved by APCHA prior to occupancy. The ability of a roommate to take over a lease shall be determined by the APCHA.
- 3.0 **RENT.** The rental for the Premises for the term of this lease identified in paragraph 1.0 shall be the sum of \$ \_\_\_\_\_, payable in monthly installments of **\$1,250.00**, commencing on \_\_\_\_\_, **2020** and continuing on the first day of each calendar month thereafter. Tenant shall deliver each monthly installment of **\$1,250 .00** payable to **\_City Of Aspen\_** at the address set forth in this Lease Agreement, or at such other place as the APCHA may, from time to time, designate in writing, on or before the first day of each calendar month. It

is expressly agreed that the discharge of the rental obligation in monthly installments is for the convenience of Tenant only and Tenant is hereby obligated to pay the full rent set forth in this paragraph 3.0 notwithstanding the termination of this Lease Agreement for any reason whatsoever in advance of the expiration of the lease term. In the event of a termination of this Lease Agreement prior to the expiration of the full lease term based upon tenants breach the full rent set forth in the first line of this paragraph 3.0 shall become immediately due and payable.

**Note: Prorated rents, if applicable, will be computed by dividing the monthly rent amount by the number of days in the appropriate month and multiplying the quotient by the number of days in the month Tenant is entitled to possession of the Premises.**

- 3.1 Monthly rental payments shall be due and payable on or before the first day of each month of the lease term in the form of a personal check, cashier's check or money. If Tenant makes any payment to the APCA by a check which is dishonored for any reason, this shall constitute a violation of this lease for non-payment of rent, and the APCA may, in addition to the other remedies available to it hereunder, require that future rental payments be paid by cashier's check or certified funds. Tenant agrees to pay the APCA the maximum fee allowed by the State of Colorado for each instance that a check given to the APCA is dishonored in addition to a late payment charge.

All checks must be made payable to “**The City of Aspen**” with the unit number and property name noted on the check and may be physically delivered to the drop slot in 18 Truscott Pl, Aspen, CO 81611 or mailed or delivered to:

Marolt Ranch Apartments  
18 Truscott Place  
Aspen, CO 81611

- 3.2 **LAST MONTH'S RENT.** Tenant, on execution hereof, shall have paid to the APCA **\$1,250.00** in full as the last month's rent.

This sum may be co-mingled by the APCA with other funds to the extent allowed by law and shall not be construed as being held in trust for Tenant. No interest shall be paid to Tenant on this amount. Upon the expiration or sooner termination hereof, the APCA may apply this amount toward unpaid rent or tenant's other financial obligations.

- 4.0 **DEFAULT AND LATE CHARGES.** Tenant shall be assessed a late charge of \$75.00 if Tenant has not paid rent by the close of business on the Fifth (5<sup>th</sup>) of the month. If the 5<sup>th</sup> falls on a Saturday, Sunday or holiday, rent will be considered late at the close of business the following business day. APCA's failure to collect any late charges that have accrued shall not be deemed to be a waiver of these charges and APCA shall be entitled to deduct all accrued and unpaid late charges out of Tenant's security deposit upon termination of this Lease. Late charges shall accrue as provided hereunder in any case where the full rent, or any portion thereof, due hereunder remains unpaid. Accordingly, partial payments of rent will not prevent the full late charge from being applied to the amounts due.

Note: All payments made are applied to past due amounts before they are applied to the

current payment amount.

- 5.0 **SECURITY DEPOSIT.** Tenant on execution hereof, has paid to the APCHA **\$1,250.00** fee as a damage/security deposit for the faithful performance of the terms, conditions and obligations hereof, equal to one month's rent due at lease signing.

**Security deposits shall not be considered as pre-payment of any rent or for payment of a last month's rent.** This sum represents a security deposit as defined and described under the security deposit laws of the State of Colorado and may be co-mingled by the APCHA with other funds to the extent allowed by law and shall not be construed as being held in trust for Tenant. Proceeds from this deposit may be used to pay any amounts due to Landlord from Tenant by reason of Tenants' failure to perform any of the covenants or conditions contained herein. No interest shall be paid to Tenant on the security deposit. Upon the expiration or sooner termination hereof, the APCHA may apply this deposit toward unpaid rent, damages, cleaning, replacement, or other expenses or obligations of or chargeable to Tenant hereunder. This security deposit may also be applied to any unpaid miscellaneous fees due from the Tenant when incurred, including late charges. In the event that cause exists for retaining any portion of the security deposit, the APCHA shall, not later than 60 days after the expiration or sooner termination hereof, provide the Tenant with payment of the unused portion of this deposit and an accounting of deductions. Said sixty (60) day notice shall be deemed given upon check being made available for pickup at the APCHA office located at 18 Truscott Pl, Aspen, CO or by being shipped via prepaid trackable label provided to management by the tenant. This security deposit shall not be construed as liquidated damages and shall not impair or alter remedies otherwise available to the APCHA hereunder, or at law or in equity, including the right to proceed against the Tenant for rent, damages or expenses not adequately covered by the security deposit. In the event Tenant unlawfully attempts to terminate this lease or abandons the Premises, the APCHA shall be entitled to retain the entire security deposit.

- 5.1 In the event of default and failure to cure as described above, or if Tenant abandons the Premises, the APCHA, in addition to any other remedies available to it, may re-enter the Premises without any liability to Tenant therefor, and as agent for the Tenant or otherwise, re-let the Premises. The proceeds of any re-letting shall be applied first to the cost and expenses, including reasonable attorneys' fees, incurred by the APCHA in order to re-enter and re-let the Premises, and then to rent liabilities, expenses and other obligations of Tenant accrued subsequent to the date of re-entry. Tenant shall remain liable to the APCHA for all rent, liabilities, expenses and other obligations hereunder for which recovery is not made by the APCHA through re-letting as provided in this subparagraph.
- 5.2 The rights and remedies of the APCHA provided for herein are in addition to and not an exclusion of any other remedies available to the APCHA at law or in equity.
- 6.0 **PETS ON PREMISES.** No Tenant shall be permitted to house any dogs or cats unless the animal is a trained service animal or emotional support animal as determined APCHA's Service Animal Policy, which is incorporated herein as a provision of the lease. No other animals of any kind shall be taken into or kept on the Premises without written consent of the APCHA which may be granted or withheld in the APCHA's sole discretion. Each Tenant shall be liable for the cost of repair of the damages resulting from or inflicted by an animal

harbored or kept on the Premises, whether or not permission has been granted by the APCHA. At a minimum, this shall entail the professional cleaning of all the carpets upon the removal of the pet or the termination of the lease, whichever first occurs. Denial or cancellation of approval may occur upon receipt of complaints from other Tenants, uncontrolled behavior or damages on or to the Premises or any part of the Premises or property upon which the Premises are situated. Tenants are responsible for the presence of any animals in violation of this rule (this includes all animals that may be present, whether owned by Tenant, a friend or relative of Tenant, or some other third-party present on Tenant's premises), and will be assessed a fine of \$200.00 for every violation of this rule. In addition, the presence of any animals in violation of this rule is considered a violation of the lease and may result in the termination or non-renewal of lease.

All pets must be kept on a leash at all times.

If notice has been provided by Staff that access to the unit is required, and you will not be present, the pet must be put in a kennel for its safety and the safety of the staff.

7.0 **USE OF PREMISES.** The Premises shall be used by Tenant for private dwelling residential purposes only and shall be occupied only by Tenant who have been qualified under the APCHA Guidelines, consisting of the following persons:

\_\_\_\_\_

\_\_\_\_\_

7.1 Tenant shall have no more than a combined total of 3 occupants at any one time. Occupancy by any guest shall be limited to seven (7) consecutive days, or a total of fourteen (14) days during the term hereof unless the APCHA otherwise consents in writing.

7.2 Tenant must notify the APCHA in writing of persons that will occupy the unit in Tenant's absence for periods of one week or longer.

7.3 Tenant's use and occupancy of the Premises (as well as the use and occupancy of the Premises by all of Tenant's roommates, guests, family, agents or invitees) shall be subject to the rules and regulations set forth in Exhibit 1 attached hereto and incorporated herein by this reference as provisions of this lease. Any violation of these rules shall be deemed a material default under this lease. The APCHA may, by written notice to Tenant, alter or amend these rules, at which point the new rules shall be deemed incorporated into this lease.

7.4 Tenant shall not use nor permit the Premises, or any part of the Premises, to be used for any business purposes (except home occupations that may be permitted by the City of Aspen Municipal Code, without any signs or client traffic) or unlawful purpose of any sort.

8.0 **CONDITION OF PREMISES.** Tenant accepts the Premises in their present condition and state of repair without any warranties or representations of any nature whatsoever by the

APCHA. Tenant hereby acknowledges that Tenant has inspected the Premises, and fixtures and that the same are in good condition and suitable for the use intended. **Tenant further acknowledges that there is no damage to the Premises, furniture or fixtures at the commencement of this lease other than as specifically set forth in writing, signed by the parties at the commencement of this lease initialed by Landlord and Tenant.** Tenant, at Tenant's own cost, agrees to maintain the Premises, together with all appurtenances thereto, all fixtures and appliances, in accordance with paragraphs 10.0 and 10.1, below, and shall at the expiration or sooner termination hereof deliver the same to the APCHA in their present condition and state of repair, reasonable wear and tear excepted. Tenant shall be responsible for any damage to the Premises or any portion thereof, caused by the acts or omissions of Tenant or Tenant's family, roommates, agents or guests. In the event of such damage, Tenant shall deliver immediate notice thereof to the APCHA. The APCHA at its sole option, may require Tenant to repair said damage at Tenant's own cost and expense, or the APCHA may repair such damage and charge the expense thereof to Tenant as additional rent hereunder.

- 9.0 **MAINTENANCE OF PREMISES.** Tenant shall maintain the premises in a reasonably clean and safe manner, including the following:
- a. Keep the unit reasonably clean, safe, and sanitary consistent with the condition of the unit;
  - b. Dispose of ashes, garbage, rubbish, and other waste from the unit in a clean, safe, sanitary, and legally compliant manner;
  - c. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning (if any), and other facilities and appliances in the unit;
  - d. Conduct himself or herself and require other persons in the residential premises within the tenant's control to conduct themselves in a manner that does not disturb their neighbors' peaceful enjoyment of the neighbor's dwelling unit(s); and
  - e. Promptly notify the landlord if the residential premises are uninhabitable as defined in C.R.S. § 38-12-505 or if there is a condition that could result in the premises becoming uninhabitable if not remedied.
- 9.1 Tenant shall not knowingly, intentionally, deliberately, or negligently destroy, deface, damage, impair, or remove any part of the residential premises or knowingly permit any person within his or her control to do so.
- 9.2 No use of any other attached illumination or fluorescent device other than the electric lighting provided is allowed.
- 9.3 Waterbeds are not allowed on the premise.
- 9.4 No change to the rented residence is allowed without the written consent of management. This includes painting, addition of decorations attached to the walls, windows, doors,

ceilings or floors, and the temporary or permanent changing of the physical layout of the apartment.

- 10.0 **ENTRY AND INSPECTION.** The APCHA may at reasonable times and upon twenty-four-hour (24-hour) notice enter the Premises for purposes of inspection and repair. In addition, the APCHA may at reasonable times and upon reasonable notice show the Premises to prospective Tenants during the last three months prior to the expiration of this Lease. This right of inspection shall not be construed to create any obligation upon the APCHA for the maintenance of Premises. In the event personal notice is not provided, notice shall be deemed to be effective and reasonable twenty-four (24) hours after posting written notice on the front door of the Premises. In Emergency Situations, 24-hour notice will not be required.
- 11.0 **ASSIGNMENT AND SUBLETTING.** Tenant shall not lease, sublease, assign, transfer, mortgage, pledge or otherwise in any way alienate, hypothecate, encumber or suffer all or any part of the Premises or this lease to another person without the prior written consent of the APCHA which consent may be withheld or granted in the APCHA's sole, absolute and unqualified discretion. Tenant shall not receive rent or any other payment of any kind or nature whatsoever from guests or other persons using the Premises. This restriction shall apply to any transaction which gives, or is intended to give, some person or entity other than Tenant any right to use or possess the Premises, including without limitation, any Airbnb or other contractual arrangement. The listing of the Premises for rent, short term or long term, shall be a violation of this Lease even without proof of occupancy pursuant thereto.
- 12.0 **ALTERATIONS.** Tenant shall not make any alterations (including painting walls), additions, improvements or repairs to the Premises (other than ordinary maintenance) without the prior written consent of the APCHA. Any alterations, additions or improvements, when made or attached to the Premises, shall belong to and become the property of the APCHA and shall be surrendered upon the expiration or sooner termination of this lease. Notwithstanding the foregoing, the APCHA may require Tenant to remove all or any part of such alterations, additions or improvements and return the Premises to the condition existing at the commencement hereof, ordinary wear and tear excepted. Any alterations, improvement or repairs shall be made in a satisfactory and workmanlike manner. Tenant shall not permit any lien or other encumbrance to be filed against the Premises in connection therewith, and shall indemnify the APCHA against such liens and encumbrances. Any such lien or encumbrance shall be deemed a violation of this Lease.
- 13.0 **TENANT'S PROPERTY REMAINING ON PREMISES.** In the event the term of this lease expires or is otherwise terminated, or the Premises are abandoned hereunder, and the APCHA enters into possession of the Premises and there is within the Premises furniture, furnishings, fixtures, or other personal property of the Tenant, the APCHA shall have the right and option without liability to Tenant: 1) to store such property in a warehouse or other storage space provided by the APCHA or others at the reasonable storage expense of Tenant; or 2) to cause such property to be sold at public or private sale with or without notice to Tenant, at which sale the APCHA may be purchaser, and to apply the proceeds of such sale first to the reasonable incurred expenses of collection or sale and thereafter on any indebtedness due by Tenant to the APCHA, with any excess over the amounts required for such purposes payable to Tenant, or (3) in the discretion of the APCHA as provided by

law, said property may be discarded or destroyed. For purposes of this paragraph, an abandonment shall be determined consistent with C.R.S. §38-12-510.

14.0 **STORAGE AREAS.** Tenant acknowledges that Tenant's rental of the Premises does not include any right to or possession of areas in the Premises for storage other than as are specifically assigned to the Premises. The APCHA may from time to time allows Tenant to store items in other areas of the Premises based upon approval in writing subject to terms and conditions to be imposed by the APCHA. In connection with the use by Tenant of any storage area(s) associated with Tenant's rental of the premises, Tenant hereby agrees that the APCHA shall not be responsible or liable for any theft, loss, damage, or claim incurred by Tenant to any property of Tenant's located in any storage area. The use of any storage area by Tenant shall be at Tenant's sole risk and Tenant hereby agrees to indemnify and hold the APCHA harmless from and against any and all claims for such theft, loss, damage or claim incurred by Tenant as a result of Tenant's use of any storage area. Any items stored without the consent of the APCHA may be removed and disposed of as the APCHA sees fit and without any obligation whatsoever to Tenant. In no event shall Tenant store any flammable, toxic or hazardous materials in any storage area provided to Tenant by Landlord. Any such storage of flammable, toxic or hazardous materials shall be deemed to be a default under this Lease Agreement.

15.0 **AUTOMOBILES.** Tenant may not at any time use or occupy more than **one (1) parking space** per unit at the Premises parking area without Landlord's consent, which consent may be withheld in the Landlord's sole discretion. If Tenant desires additional parking for any vehicles owned by Tenant, Tenant may, with Landlord's written consent, which consent may be withheld in Landlord's sole discretion, park in a space on the basis of availability. No trailers are allowed without permission from Landlord in writing. For any vehicle permitted by Landlord to park on the Premises, Tenant will be supplied with a parking sticker that shall be displayed in the lower left-hand corner of the windshield. Any vehicle parked on the Premises that does not display such parking sticker may be ticketed or towed by the APCHA at the expense of the owner of the vehicle. Tenant shall supply APCHA with the license number and a copy of the registration papers of any automobile that will occupy such parking spaces demonstrating that Tenant is the owner of the vehicle. In order to obtain a parking sticker, the vehicle must be properly licensed, registered in Colorado, and in running condition. The provisions of this lease and the issuance of a parking permit to Tenant do not guarantee Tenant that parking spaces will be available to Tenant at all times, and Landlord has no obligation to Tenant to provide Tenant with a guaranteed parking space. Any automobiles of Tenant's overnight guests must be parked off the Premises, unless, if space is available, such overnight guests may park as directed by manager provided the appropriate guest permit is displayed on the mirror of the vehicle. Any automobile that is improperly parked (by tenant or guests), that is not in running condition, or that is not properly licensed and registered, may be ticketed or towed by the APCHA at Tenant's or the owner's expense.

- Washing vehicle(s) with water provided by the apartment community is strictly prohibited. Violation of this rule is cause for a \$25 charge to be assessed against the resident for each violation of this rule. The charge must be paid in full within thirty (30) days of receipt of an invoice for the charge. Residents will be charged \$25 for allowing any violation of this rule by any guest.

- The repair of vehicles on this apartment community property is strictly prohibited. Any vehicle deemed under repair and inoperable by management will be towed from the property after serving property notice to the owner. Battery assisted start of vehicles and changing flat tires is permitted provided the vehicle is not left unattended on any type of jack, jack stand, or block at any time.
- Vehicles with a fluid leak (oil, transmission fluid, radiator, etc.) will not be parked within the physical boundaries of the property at any time. Any vehicle with a fluid leak will be removed from the property immediately upon written notification from management. The vehicle will not be allowed to be parked at the property until proof of repair of the fluid leak is provided to management. The resident(s) on Lease will be responsible for any cleaning and/or damages to the parking lot surface. The resident(s) on Lease will reimburse the apartment community for all costs within thirty (30) days of receipt of an invoice for all charges.
- All 4-wheelers, snowmobiles, minibikes, and any other type of recreational vehicles are strictly prohibited from operation within the physical boundaries of the property. All motorcycles, minibikes, or any other type of recreational vehicle must be approved, in writing, by management prior to the vehicle being brought onto and/or stored with the property boundaries.
- Vehicles are to be parked in designated parking areas only. Any vehicles not properly parked within designated parking areas will be towed at the owner's expense. Any vehicle parked in a "NO PARKING" area, indicated by diagonal stripes or yellow or red stained curbs, will be towed at the owner's expense. Only persons with a handicap designation may use the handicap spaces.
- Vehicles with loud mufflers or any other type of noisy mechanical attachment or defect will be removed from the property immediately upon receipt of written notification from management. The vehicle will not be returned to the property until written proof of repairs to correct the problem(s) has been approved by management.
- Due to the restricted amount of parking spaces, parking in front of the apartment buildings is for residents only. Guests must park their vehicle in parking spaces away from the buildings. It is the resident's responsibility to inform guests where to park.
- Management is not responsible for the safety or security of your vehicle(s) or your guest's vehicle(s).
- The parking or driving of commercial vehicles used by residents for work is prohibited within the boundaries of the property. All vehicles weighing more than 4,000 pounds are prohibited within the boundaries of the property except for the temporary delivery of goods or services to the property and/or residents.
- If a designated parking area is available, written permission may be obtained from management to park prohibited vehicles in the designated area.
- The driving, parking, and/or operation of any type of vehicle on the lawns or sidewalks is strictly prohibited. Vehicles may be operated on the driveways and parking lots only. Violations will result in corrective action deemed necessary by management and/or local police agencies. Vehicles in violation will be towed at the owner's expense.
- Large trucks, motor homes, boats and trailers, utility trailers, commercial vans and/or trucks, excavation equipment, or any commercial equipment is strictly

prohibited from the property.

- Proper notice is considered properly served by posting written notice in an obvious location (front, back, or side windows) on the vehicle.
- Guest parking passes may be available from the Truscott Office. If a guest parking pass is not returned or is lost a \$25.00 fee will be added to the tenant's ledger.
- If a permanent parking permit is lost a \$25.00 fee will be added to the tenant's ledger.

- 16.0 **REIMBURSEMENT.** If Tenant shall fail to perform any obligation of this lease, the APCHA may, if the APCHA so elects, perform such obligations and charge the expense thereof to Tenant as additional rent hereunder.
- 17.0 **SEVERABLE.** If any provision of this lease shall be declared invalid or unenforceable, the remainder of the lease shall continue in full force and effect.
- 18.0 **ATTORNEYS' FEES.** In the event of any legal action for enforcement or interpretation of this lease, or related to this lease, the prevailing party in such action shall be awarded reasonable attorneys' fees and costs.
- 19.0 **QUIET ENJOYMENT.** Subject to the terms of this lease, and the faithful performance of Tenant's obligations hereunder, Tenant shall have quiet enjoyment of the Premises during the term hereof, provided however, that Landlord shall not be responsible for any disturbances caused to Tenant as a result of actions not directly attributable to Landlord, including without limitation, golf course use, maintenance, and repair, traffic noises, construction noises and other disturbances. In connection herewith, Landlord hereby represents, and Tenant hereby acknowledges that there is a certain amount of late evening and early morning maintenance activity on the golf course that may disturb Tenant, and Tenant hereby waives any claims against Landlord, the City of Aspen or the County of Pitkin for such disturbances.
- 20.0 **JOINT AND SEVERABLE LIABILITY.** In the event that more than one Tenant is obligated under the terms of this lease, each such Tenant shall be jointly and severably liable for the fulfillment of all of the obligations of this lease, including without limitation, the payment of rent and the payment of the Tenant's other financial obligations hereunder.
- 21.0 **CASUALTY.** In case of fire or other casualty, the Tenant shall give immediate notice to the APCHA. If the leased Premises are not livable as a result of fire, the elements or by any other cause not resulting from Tenants' neglect or default, the obligation to pay rent shall cease until the demised Premises shall be substantially repaired, whereupon the obligation to pay rent shall resume to the same extent and at the same rate as if the damage had not occurred. However, the obligation to pay rent shall not cease nor shall any reduction in the rental payment be made during the period that Tenant continues to reside in the Premises. In no event, however, shall the provisions of this clause become effective or be applicable if fire or other casualty or damage shall be the result of carelessness, negligence or improper licensees, invitees, subtenants, assignees or successors. In such case, the Tenant's liability for the payment of rent and the performance of all the covenants and conditions and terms hereof on the Tenant's part to be performed shall continue and the Tenant shall be liable to the APCHA for the damage and loss suffered by the APCHA, including all repairs and

rebuilding expenses. The APCA shall not be responsible for any loss or damage of Tenant's personal property.

22.0 **CONDEMNATION.** In the event that the Premises are taken by an authority exercising the power of eminent domain, this lease shall terminate as of the date possession shall be taken by the condemner. Tenant waives all claims against the APCA or any condemning authority by reason of the complete or partial taking of the Premises, or the remainder of the Premises and shall not be entitled to receive any part of any award that the APCA may receive, hereby quitclaiming all interest therein to the APCA, unless otherwise prescribed by law.

23.0 **EXPIRATION AND TERMINATION.** If there shall be a default in the performance of the payment of rent or any part thereof for more than ten (10) days after written notice of such default and opportunity to cure as provided according to Colorado law from Landlord or Landlord's agent to Tenant, this lease and all rights of Tenant hereunder shall terminate immediately. If there shall be a delinquency by Tenant in the performance of any other covenant, agreement, condition, rule or regulation herein contained or hereafter established for more than ten (10) days after written notice of such default and opportunity to cure as provided according to Colorado law from Landlord to Tenant, Landlord, or Landlord's agent, at any time thereafter may terminate this Lease and all rights of Tenant hereunder shall terminate immediately. If the Tenant has previously been served such 10-day notice and subsequently holds over without permission of the landlord contrary to the same covenant, this lease may be terminated at any time without an opportunity for the Tenant to cure the violation.

The abandonment of the premises by the tenant as defined in C.R.S. § 38-12-501, shall constitute a default under this lease and all rights of tenant shall there upon terminate.

Prior to expiration or termination, landlord may inspect the premises as provided in paragraph 11.0 above to determine compliance by tenant with the terms of this agreement, including but not limited to condition of premises.

Upon termination of this Lease for any reason, Tenant shall peacefully surrender the leased Premises to Landlord, and Landlord may, upon or at any time after such termination, without further notice, re-enter the leased Premises and repossess it, and may remove Tenant and all other persons and property from the leased Premises. Tenant shall be responsible for any and all costs and attorney's fees incurred by Landlord in enforcing the provisions contained in this paragraph. At any time after such termination, Landlord may re-let the leased Premises or any part thereof, in the name of the Landlord or otherwise for such term (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions as Landlord, at his discretion, may determine, and may collect and receive the rents therefor. Landlord shall in no way be responsible for or liable for any failure to re-let the leased Premises or any part thereof, or for any failure to collect any rent due upon such re-letting.

No termination of this Lease shall relieve Tenant of Tenant's liability and obligations under this Lease, and such liability and obligations shall survive any such termination. In the event of any such termination, whether or not the Premises or any part thereof shall have been

re-let, Tenant shall pay to Landlord the rent and other expenses required to be paid by Tenant until the end of the Lease term, including but not limited to all repossession costs, brokerage commissions, legal expenses, attorney fees, and the costs of preparing the Premises for a new tenant.

This lease may be terminated based upon a substantial violation in accordance with the C.R.S. 13-40-107.5

- 23.1 **ADDITIONAL REMEDY UPON DEFAULT.** If Tenant shall be in default hereunder as above defined, Landlord may, at its option, cure any default on behalf of Tenant without the exercise of his rights as contained in paragraph 24.0 of this Lease, in which event Tenant shall reimburse Landlord for all sums paid to affect such curing, including nonpayment of rent, together with interest at the rate of 12% per annum and reasonable attorneys' fees incurred in collection.
- 23.2 **HOLDING OVER.** Upon the expiration or sooner termination hereof, for any reason, Tenant shall immediately and without further notice from the APCHA surrender possession of the Premises to the APCHA. In the event Tenant does not so vacate the Premises, his holding over shall not be deemed a tenancy of any kind or nature whatsoever and Tenant shall be subject to eviction proceedings without further notice. For purposes of such proceedings, Tenant shall pay the fair rental value of the Premises for the period of such holding over. The Tenant stipulates that such rental shall be that charged at the same amount as for the most recent rented similar unit in Smuggler, or that amount provided for in this lease, whichever is greater. Payments made by Tenant(s) to the APCHA during such holdover shall be credited to against Tenant's obligation to pay the fair rental value of the Premises, but shall not create any rights in tenancy, of any kind or nature whatsoever, and Tenant shall remain subject to eviction without further notice. If Tenant remains on the Premises, the tenancy so created shall be a deemed a tenancy at will.
- 24.0 **SUBORDINATION.** This lease is and shall remain subject and subordinate to all mortgages or deeds of trust now or hereafter affecting the Premises or the building in which the Premises are located. Although the subordination provision of this section shall be deemed automatic, Tenant shall within five days after demand execute any and all instruments requested by the APCHA to evidence such subordination. Should Tenant fail to do so, Tenant hereby irrevocably appoints the APCHA as Tenant's attorney-in-fact to execute those instruments for and on behalf of Tenant.
- 25.0 **INDEMNITY.** Tenant hereby agrees to and does indemnify and hold Landlord harmless from and against any and all claims, demands, causes, judgments or liability for any losses or damage to any property of, or any injury or death to, any persons in or about the Premises during the term of this Lease Agreement, including, but not limited to Tenant, Tenant's family, roommates, agents, servants, guests, licensees, or invitees; and further, Tenant shall indemnify Landlord for any payments, expenses, costs or attorney fees incurred by Landlord as a result of such losses, damages, injury or death.

- 26.0 **WAIVER.** Failure of the APCHA to declare any default immediately upon occurrence thereof and any delay in taking any action in connection therewith shall not waive such default, but the APCHA shall have the right to declare any such default at any time.
- 27.0 **NONDISCRIMINATION.** The APCHA does not discriminate on the basis of race, color, religion (creed), gender, age, national origin (ancestry), disability, marital status, sexual orientation, military status, genetic information, or any other characteristic protected under applicable federal, state or local law in any of its activities or operations.
- 28.0 **MISCELLANEOUS.** Except for the Rules and Regulations and the APCHA Guidelines, this lease may not be modified except in writing signed by the parties. Subject to Section 12.0, this lease shall be binding upon the heirs, successors, and assigns of the parties hereto. This lease shall be construed in accordance with the laws of the State of Colorado; jurisdiction for any disputes hereunder shall be in the courts in and of Pitkin County and the State of Colorado. The APCHA may, at its discretion, refer tenant to one or more assistance organizations if paying rent becomes a problem or if there are any other behavioral concerns regarding safety, quiet enjoyment, the health and welfare of the tenant or others. Information shared with these organizations will include name, address and telephone number. Tenant will be notified in writing when a referral has been made giving the resource name and contact information.
- 29.0 **REFERENCES.** If Tenant provides any prospective landlord with Landlord as a reference, or if any new prospective landlord of Tenant contacts Landlord for information regarding Tenant as a tenant, Landlord may, at its sole discretion, provide all information requested by such new landlord pertaining to Tenant's rental history, including all information regarding timely payment of rent, adherence by the Tenant to the rules and regulations, the condition of the Premises upon Tenant's vacation thereof, and any other information deemed relevant to the inquiring landlord that Landlord does not believe constitutes confidential information.
- 30.0 **POSTING OF NOTICES.** Notices required by this Lease will be deemed complete when emailed to the email address on file with the APCHA. If the APCHA does not have an email on file, a notice will be posted on the tenants' door.
- 31.0 **NO SMOKING** *(effective 6/1/2020 for current tenants)*. Due to the increased risk of fire, increased maintenance costs, and the health effects of secondhand smoke, the Aspen Pitkin County Housing Authority (APCHA) is adopting the following No-Smoking Policy for its managed properties including Truscott, Aspen Country Inn, Marolt, and Smuggler which prohibits smoking in any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, hallways, laundry rooms, stairways, offices and elevator, within all living units, and within 25 feet of building(s) including entry ways, porches, balconies and patios. This policy applies to all residents, guests, visitors, service personnel and employees. The term "smoking" means the emissions or release of gases, particles, vapors or aerosols into the air from burning, heating or activation of any device, including, but not limited to a cigarette, hookah, electronic smoking device, e-cigarette, vape pens, e-hookahs or any other product by any name or descriptor when the apparent or usual purpose of burning, heating or activation of the device is human tasting and inhalation.

Prohibition of Smoking in Most Areas Outside the Buildings – Smoking outside the building(s) shall be limited to specific area(s) as identified with signs located at the respective property. Smoking related products must be properly extinguished and disposed of in a safe manner. Residents, for example, may not throw cigarette butts on the ground.

The APCHA is not a guarantor of smoke free Environment – Resident acknowledges that the APCHA’s adoption of a No-Smoking policy, will not make the APCHA the guarantor of Resident’s health or of the smoke free condition of the non-smoking portions of the property. However, the APCHA will take reasonable steps to enforce the No-Smoking Policy. The APCHA is not required to take steps in response to smoking unless the APCHA has actual knowledge of the smoking and the identity of the responsible resident.

Resident acknowledges that the APCHA adoption of a non-smoking living environment, does not in any way change the standard of care that APCHA has under applicable law to render the property any safer, more habitable or improved in terms of air quality standards than any other rental premises. The APCHA specifically disclaims any implied or express warranties that the property will have any higher or improved air quality standards than any other rental property. The APCHA cannot and does not warranty or promise that the property will be free from secondhand smoke. Resident acknowledges that APCHA’s ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Residents and Resident’s guests. Residents with respiratory ailments, allergies or other condition relating to smoke are put on notice that the APCHA does not assume any higher duty of care to enforce this Addendum than any other APCHA obligation under the rental agreement.

Residents are responsible for the actions of their household, their guests and visitors. Failure to adhere to any conditions of this Addendum will constitute both a material non-compliance with the lease agreement and a series violation of the Lease Agreement. In addition, resident will be responsible for all costs to remove smoke odor or residue upon any violation of this Addendum.

- 32.0 **MOVE-IN / MOVE-OUT.** Moving into or moving out of the apartment must be accomplished between the hours of 8:00 a.m. and 8:00 p.m. to minimize disturbance of residents. Vehicles must remain in the parking area and are not permitted on the lawns, walkways, or other access areas during the moving process.
- 33.0 **SPEED LIMITS.** For the protection of all residents, the speed limit within the property is 10 M.P.H. unless otherwise posted. All residents and/or his/her guests are required to comply with this speed limit.
- 34.0 **COMMON AREAS AND GROUNDS.** The common areas and grounds are for use and enjoyment of all residents. The walkways, corridors, hallways, stairways, courtyards, playgrounds, parking lots, and lawns are not to be obstructed, encumbered, or used for any purpose other than entering or leaving the apartment premises. Residents may not linger or congregate in the walkways, hallways, corridors, stairways, property roadway, or parking areas. Storage of household or personal items in the common areas is prohibited. Stored and/or abandoned item(s) will be removed from the property with or without notice if the owner is unknown. Common areas are not intended to be used for public sales or open to the general public without written permission from the Property Manager.
- 35.0 **KEY(S)AND LOCK(S).** Keys are issued to all residents at the time of move-in. Any alteration, addition, and/or replacement of a lock(s) is not permitted without the written consent of

management. A resident who receives permission to change or add a lock(s) must provide management with a key for each lock to provide access for inspections, repairs, or emergencies. Locks added to entry or sliding glass door must be installed by a qualified contractor approved by management or the apartment maintenance personnel.

- 35.1 Should the lock require changing for any reason, other than the lock's failure to operate correctly due to normal wear and tear, the actual expenses incurred will be charged to the resident. This expense will be charged to the resident(s) in those cases which include, but are not limited to: 1) Abuse of the lock by a household member, guest, friend, or relative; 2) Failure of resident to notify management of required lock repairs; 3) Other. Payment of the charges is due upon receipt of an invoice. If management can perform this task, there will be a minimum charge of \$50.00.
- 35.2 When a resident requests a lock change to ensure his/her level of personal comfort, the actual expense incurred from a locksmith for each lock changed is the responsibility of the resident. If management performs this task, there will be a minimum \$50.00 charge for this service.
- 35.3 Keys will be issued for household members only. Three (3) entry keys are provided per household at move-in time. One (1) key is issued per household (when applicable) for the laundry facility, mailbox, and storage facility. The number of keys of each kind is not to exceed the number of people in the household. Residents are not permitted to provide keys to relatives, friends, or guests without the express written consent of management. In such a case, the resident will provide a written request to management relieving management of all liability in the issuance and usage of the requested key(s) to a relative, friend, or guest.
- 35.4 Resident(s) on Lease are responsible for the control of and return of all keys issued during his/her term of possession of the apartment. Failure to return all keys issued will result in tenant responsibility for all expenses incurred to change lock(s).
- 36.0 **LOCKOUTS.** Resident(s) on the Lease are responsible to provide access to his/her apartment for all household members. ALL AFTER-HOUR LOCKOUTS WILL BE CHARGED. There will be a \$50 Lockout Fee for any lockout. This fee will be charged by invoice and is due on receipt of the invoice.
- 37.0 **CHILD CARE ("BABYSITTING").** Childcare, for a fee or no fee, within the community boundaries is prohibited. The Property Manager must be consulted, and written permission obtained for residents wishing to care for ("babysit") any children not of the immediate family for a temporary period of time. The care of children, not of the immediate family for a term of more than five (5) days, is prohibited.
- 38.0 **COMMUNITY APPEARANCE.**
- All window coverings must have a white backing. Sheets, blankets, aluminum foil or other unapproved items are not acceptable for window coverings.
  - Windowsills should be kept free of all personal property. Any additions to the window opening must be approved by management prior to installation.
  - No personal, seasonal, special use, or other unsightly items may be stored or displayed from your balcony, patio area or common entries. Only plants and furniture designed for outside use may be placed on the patio or balcony.
  - No personal item(s) belonging to household members are permitted to be left unattended or abandoned in the common areas. These items present a potential safety hazard and delay the lawn maintenance service. Therefore, any abandoned or unattended personal item(s) in any of the common areas will be disposed of as necessary without prior notice if the owner is unknown.

- Sidewalks, entrances, passages, stairways, corridors, hallways, and courtyards should not be obstructed, encumbered, or used for any purpose other than entering and exiting your apartment.
- Patio furniture must be approved, and exterior furniture must be maintained in an acceptable condition. The exterior storage of any other type of furniture is prohibited.
- The lawns and/or common areas should be kept free of unattended or abandoned furniture, toys and other personal property.
- No signs, advertisements, notices, other lettering, or flyers should be exhibited, inscribed, painted, or affixed by any resident or guest on or to any part of the exterior of the apartment building or apartment community property without the express written consent of the Property Manager.
- Screen doors of any type are prohibited and disallowed on apartment doors.
- No awning, radio antenna, television antenna, wires, or other projections are allowed in and/or about any part of the buildings and/or common areas.
- Trees, shrubbery, and lawn turf are a vital part of the community. Residents are financially responsible for any damage, destruction, or mutilation to any part of the common areas caused by their householder members, visitors, or guests.
- Bikes must be kept in bike racks and in working order Any abandoned bikes will be removed and disposed of.

### 39.0 WASTE.

- Waste containers are provided for the purpose of trash and garbage disposal. Residents are required to use the containers provided. Management reserves the right, where permitted by law, to refuse to collect or accept from the Resident any waste products, garbage, refuse, or trash which is not separated and sorted as required by law and to require Resident's sole cost and expense, using a contractor satisfactory to management.
- No trash or garbage accumulation is allowed in the apartment. No discarded trash, garbage, and/or household or personal item(s) is allowed in storage areas, laundry facilities, common areas, or anywhere on the property but must be placed in trash containers provided by the apartment community. All trash and garbage must be placed in a plastic bag, sealed, and property placed inside the dumpster. Trash and garbage are not to be placed on top or beside the waste container(s).
- Compost containers must be kept in the unit at all times and the compost must be properly disposed of in the compost bins in the dumpster area.
- Residents are responsible for the proper disposal of his/her trash/garbage. The dumpster lids or doors must be kept closed at all times to discourage entry by birds, animals and children. The placing of discarded furniture, mattresses, box springs, or other personal property in or around the waste container(s), and/or any common areas, or within the properly boundaries is strictly prohibited. The improper disposal of trash, garbage, and/or other disposable household or personal item(s) may result in littering penalties as listed under littering. The placing or dumping of any highly flammable material in the waste container(s), which will cause a fire in the dumpster, is strictly prohibited.

- Grease, paint, acids, and other problem materials may not be disposed of in the trash container(s)/dumpster(s) and/or sewer system. The resident(s) are responsible for the proper disposal of Hazardous Wastes in accordance with the manufacturer's recommendations. A resident will be charged the cost of repairs to the system if found in violation of this rule.
  - Foreign objects are not allowed in a sink drain, water closet or tank, and/or sewer system. A resident will be charged the cost of repairs to the system if found in violation of this rule.
  - It is the responsibility of the resident to remove from the property, and properly dispose of, all unwanted household items or personal property. The total cost to management for the removal of the unwanted household item(s) or personal property will be charged to the resident. Payment from the resident is due upon receipt of an invoice for the charges. Resident agrees, at his sole cost and expense, to comply with all present and future laws, orders, and regulations of all state, federal, municipal, and local governments, departments, commissions, and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse and trash.
- 40.0 **LITTERING.** Littering is not allowed on the property. Littering is the intentional or unintentional disposal or abandonment of unwanted household or personal items contrary to established methods of disposal of said items and will be considered as damage to the property.
- 41.0 **CONDUCT.** Residents and his/her guest(s) will not engage in, or participate in, such conduct which is objectionable or prejudicial to the rights, privileges, safety, and general welfare of the other residents living in the apartment community. No act of a resident and/or guest which threatens, intimidates, is deemed as harassing others, is physically violent with or without injury to another person and/or property, or has unacceptable social conduct, will be tolerated.
- No act of intimidation, harassment, verbal abuse, physical threat or violence, or social misconduct of, or to, any employee of this apartment community by any person will be tolerated.
  - Social and friendly gatherings of residents and his/her guest(s) are welcomed provided such gatherings do not become noisy, offensive, threatening, or generally objectionable to other residents and/or management. This policy applies to gatherings inside an apartment as well as outside at common areas.
  - The public consumption of alcoholic beverages, illegal drugs, or other chemical substances within the common areas of the apartment communities is strictly prohibited.
  - Any noticeable public drunkenness or social misconduct within the physical boundaries of the apartment community is strictly prohibited. Any incident observed by other residents and/or management should be reported to the Police.
  - The resident on the Lease is responsible for the actions and conduct of his/her household members, guest(s), and visitor(s), while in the apartment and/or on the apartment community property.
  - The volume of stereos, televisions, radios, etc., is to be controlled at a minimum sound level so as not to violate the rights of neighbors to the quiet and peaceful enjoyment of his/her residence at all times.

- The hours between 10:00 P.M. and 8:00 A.M. is, for most households, a “Quiet Time.” Every effort by each household should be directed toward minimizing any noisy, disturbing, offensive, or objectionable activity. Every effort should be directed to honor the rights of other residents to the quiet and peaceful enjoyment of his/her residence during all hours of the day.
- Resident(s) are not allowed to sell candy, cigarettes, beer, wine, or any other items out of their apartment.
- Street clothes are required in all public areas of the facility.
- Police have the right to enter the property and the power to make arrests as needed within the law. Property is under the jurisdiction of:  
Aspen City Police  
Pitkin County Sheriff

42.0 **FIRE SAFETY.** Fires are a serious problem in apartment communities - much more so than in a single-family dwelling due to the number of families living within each building. Though damage is usually confined to property loss and damage, the loss of personal items can be quite an emotional experience. Most often started through carelessness with cooking grease, matches, cigarettes, and fireplaces, many fires can be avoided by using caution and common sense.

- Portable charcoal cooking grills are not permitted on the property.
- Portable gas grills are permitted, but only on patios without overhangs and must be kept out of the walkways.
- Storage of containers of flammable fluids or explosive materials within the apartment, storage area, or adjacent to the building exterior, is strictly prohibited.
- Storage of paper or plastic bags or materials adjacent to the hot water heater, HVAC, range, or refrigerator creates a health and fire hazard and is strictly prohibited.
- **Disconnecting the smoke/fire alarm(s) is strictly prohibited.** This is in violation of the fire code. It is the resident’s responsibility to notify management if the smoke/fire alarm(s) becomes faulty. Battery operated smoke detectors **must not** be tampered with or have battery removed. Notify office immediately if battery is dead or missing.
- Storage of any flammable fluid upon or within the apartment community property is expressly prohibited.

43.0 **UTILITIES.** It is the responsibility of the resident(s) to notify management of all water leaks (faucets, running toilets, etc.). The resident will maintain all utility accounts for which he/she is responsible for payment for the entire time of possession of his/her apartment. Residents will maintain a minimum temperature of 60 degrees Fahrenheit to prevent physical damage to the property and plumbing system during cold weather. Residents will not leave windows open in below freezing conditions. Residents will never turn their heat off.

44.0 **APPLIANCES.** Each resident is responsible for the care and use of each appliance and fixture in his/her apartment provided by the apartment community. A resident will be charged for the cost of repairs to an appliance or fixture damaged by misuse, lack of proper care, or an act of negligence. Payment for the cost of repair(s) is due upon receipt of an invoice for cost of the repair(s) and part(s). Residents are responsible for reporting any operationally defective appliance or fixture immediately. In-sink disposals require special care and use to prevent frequent mechanical problems. Residents are responsible for the cost of all parts and repairs caused by negligence or misuse of the disposal unit.

No additional equipment, refrigeration unit, freezing unit, air conditioning, or heating unit may be installed, operated, or used in any way without the express written consent of the Property Manager. No provided equipment and/or appliances may be moved or removed from the apartment or building. All provided equipment and appliances must be permanently retained in the original location.

- 45.0 **LAUNDRY FACILITIES.** The following must be adhered to:
- Laundry Facilities are for RESIDENTS only.
  - Residents should be considerate of other residents who may be waiting for a machine. Please do not leave machines for longer than 30 minutes at a time.
  - If a dryer has completed its cycle and clothes are sitting, your clothes can be removed and placed on the folding table by anyone waiting for a machine. If you don't want anyone touching your clothes, you should be there when the machine completes the cycle.
  - Do not leave your clothes in the laundry room over-night. The APCHA will not be responsible for any clothes left unsupervised by the resident. Clothes left in laundry room may be thrown away at management discretion.
  - Do not take the laundry baskets to your apartment except to unload your clothes and then return it to the laundry room area or elevator area promptly.
  - Clean the dryer lint filters after each load of clothes.
  - Residents should clean up after themselves to keep the laundry room and machines as clean as possible.
- 46.0 **FIREARMS, WEAPONS, DANGEROUS OBJECTS AND/OR MATERIALS.** The use of any type of weapon, firearm, or dangerous object is strictly prohibited within the boundaries of the property. This includes, but is not limited to:
- Shot guns, pistols, rifles, etc,
  - Ammunition of any type,
  - Pellet guns, B.B. guns, air guns, of any type,
  - Archery equipment (bows, arrows, targets, etc.,
  - Any and all types of sling shots or any device that could shoot deadly projectile,
  - All sharp edged or pointed objects (i.e., knife, swords, etc.) used with the intent to threaten, intimidate, or harm another,
  - Any and all types of explosives, fireworks, and explosive chemical(s), or
  - Any other type of instrument, object, and/or material that may be deemed a weapon when used with the intent to threaten, intimidate, or harm another.
- 47.0 **DOOR TO DOOR SOLICITATION.** Door to door solicitation is not permitted within the apartment community. Resident(s) should notify management whenever solicitors appear at his/her door.
- 48.0 **GOLF COURSE ACCESS.** All residents and their guests are restricted from entering any part of the Maroon Creek Golf Course property, including the golf cart path.
- 49.0 **PROHIBITION ON FEEDING OF WILDLIFE.** Bird feeders are not allowed at any time on the property. Additionally, feeding of wildlife, including but not limited to elk, deer, fox, and coyotes is prohibited.
- 50.0 **CLEANING AND DAMAGE CHARGES.** Payment for charges incurred by a resident must be paid in full upon receipt of an invoice for the services, repairs, labor, and/or materials.
- 51.0 **VISITOR POLICY.** Residents' guest(s) are subject to the terms of the Lease Agreement,

Community Policies, and Federal Regulations. The resident accepts accountability for the guest's action(s) while the guest(s) is on the apartment community property.

52.0 **NON-EMERGENCY MAINTENANCE.** Tenant is required to fill out a non-emergency work order request form and put it in the designated pick-up location. Non-emergency requests will be completed between 8:00 am and 5:00 pm, Monday through Friday, excluding holidays.

53.0 **EMERGENCY MAINTENANCE.** Maintenance requests will only be handled after office hours if they are emergency situations. Tenants should contact the appropriate emergency responder for the following:

Call 911 for:

- Fire
- Personal Danger
- Theft or personal property damage

Call the After-Hours Emergency Number (970-920-5457) for:

- Electrical hazard or loss of electricity (first check your breaker box first to see if a breaker has been tripped; check with Holy Cross Electric if entire unit is out)
- No heat (when outside temperatures are below 50 degrees)
- No water
- Water leakage into or from your unit, or any common area
- Broken pipes
- Broken or non-working doors, locks, windows
- Commode not functioning (if only one commode in apartment)

54.0 **RESIDENTS GRIEVANCE AND APPEAL PROCEDURE.** Residents should be aware of the HUD/FMHA Resident Grievance and Appeal Procedures as outlined in the FMHA Instruction 1930 and HUD 4350.3 as well as Section 504 of the Rehabilitation Act grievance procedures. The objective of this instruction is to ensure the fair treatment of residents while providing for an equitable manner by which borrowers can operate, maintain, and safeguard rental projects.

Should you desire to file a formal complaint, please refer to the Fair Housing Complaint Line at 1-800-669-9777, or [www.hud.gov/offices/fheo/fhlaws.com](http://www.hud.gov/offices/fheo/fhlaws.com)

55.0 **ADDITIONAL COMMUNITY POLICIES.** All residents will be governed by such additional community policies as management may from time to time determine are in the best interest of all concerned. These additions to the Community Policies are a part of and have the same effect as the Lease.

56.0 **INSURANCE.** *Please be aware that your personal possessions are not covered for fire, theft, or other perils. For this reason, we highly recommend that you obtain adequate renters' insurance coverage. If you choose not to carry renters' insurance, you understand that you will be held liable for damages caused by you, your family, agents, or guests, to other tenants' property, as well as potential damage to the building.*

**IN WITNESS WHEREOF,** the parties have entered into this Affordable Housing Lease Agreement effective as of the date first set forth above.

**Tenant #1**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone #: \_\_\_\_\_

Emergency Contact (Name / Phone #): \_\_\_\_\_

**Tenant #2**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone #: \_\_\_\_\_

Emergency Contact (Name / Phone #): \_\_\_\_\_

**Tenant #3**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone #: \_\_\_\_\_

Emergency Contact (Name / Phone #): \_\_\_\_\_

**ASPEN/PITKIN COUNTY HOUSING AUTHORITY**

By: \_\_\_\_\_  
Property Manager Signature Date

