

**The Ruby
Residential Lease Agreement**

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this ____ day of _____, 2021, by and between the Gunnison Valley Regional Housing Authority, as property manager for The Ruby (hereinafter referred to as "Management") and _____, (hereinafter referred to as "Resident").

WITNESSETH:

WHEREAS, Management is the Property Manager for the owner of certain real property being, lying and situated in Gunnison County, Colorado, such real property having a street address of Room _____, The Ruby, 624 Gothic Avenue, Crested Butte, CO 81224 (hereinafter referred to as the "Premises").

WHEREAS, Management desires to lease the Premises to Resident upon the terms and conditions as contained herein; and

WHEREAS, Resident desires to lease the Premises from Management on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Management leases to Resident and Resident leases from Management the above-described Premises together with any and all appurtenances thereto, for a term of _____ months such term beginning on _____, and ending at 11:59 AM on _____.

2. **RENT.** The total rent for the stated lease term is the sum of _____ dollars (\$_____) payable on the first day of each month of the term, in equal installments of Five Hundred dollars (\$500.00). All such payments shall be made to Management at Rent Box located at 624 Gothic Avenue, Crested Butte, CO 81224, online through Apartments.com or by mail to 202 E. Georgia Avenue, Gunnison, CO 81230 on or before the 1st day of the month and without demand.

3. **LATE CHARGE.** In the event that any payment required to be paid by Resident hereunder is not made within five (5) days of when due, Resident shall pay to Management, in addition to such payment or other charges due hereunder, a "late fee" in the amount of **Forty Dollars (\$40.00)**.

4. **SECURITY DEPOSIT.** Upon the due execution of this Agreement, Resident has/will deposited with Management a security, cleaning, and damage deposit in the amount of Seven Hundred Fifty dollars (\$750.00) receipt of which is hereby acknowledged by Management, as

security for any damage caused to the Premises during the term hereof. Resident also agrees that Management may take any unpaid rent out of the Security Deposit at moveout. As per state law, the security deposit less any damages or unpaid rent amount will be returned to Resident within 60 days of move-out.

5. **USE OF PREMISES.** The Premises shall be used and occupied by of _____ exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Resident for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Resident shall not allow any other person, other than Resident's immediate family or transient relatives and friends who are guests of Resident, to use or occupy the Premises without first obtaining Management's written consent to such use. Resident shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

6. **CONDITION OF PREMISES.** Resident stipulates, represents and warrants that Resident has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and rentable condition.

7. **ASSIGNMENT AND SUB-LETTING.** Resident shall not assign this Agreement or sub-let or grant any license to use the Premises or any part thereof.

8. **ALTERATIONS AND IMPROVEMENTS.** Other than hanging decorations on the walls with nails or other materials approved by Management, Resident shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Management. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Resident shall, unless otherwise provided by written agreement between Management and Resident, be and become the property of Management and remain on the Premises at the expiration or earlier termination of this Agreement.

9. **NON-DELIVERY OF POSSESSION.** In the event Management cannot deliver possession of the Premises to Resident upon the commencement of the Lease term, through no fault of Management or its agents, then Management or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Management or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Resident agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Management or its agents, then this Agreement and all rights hereunder shall terminate.

10. **HAZARDOUS MATERIALS.** Resident shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

11. **PROHIBITIONS.** Neither Resident nor Resident's guests shall:

- (a) Accumulate refuse on or around the Premises that might pose a health hazard to Resident, neighbors, or Premises;
- (b) Permit any flammable liquids or explosives to be kept on or around Premises;
- (c) Change or install any locks on the Premises or in the building where the Premises are located without written consent from Management;
- (d) Bring any water beds, fish tanks, floor safes, or other heavy objects on the Premises;
- (e) Unlawfully (under federal or state law) manufacture, deliver, possess with intent to deliver, or possess a controlled substance on the premises;
- (f) Bring/use gas or charcoal grills, or any open flames; ie: candles, incense within the Premises.

12. **UTILITIES.** Resident shall not be responsible for arranging or paying for any gas, electric, and trash services required on the Premises.

13. **MAINTENANCE AND REPAIR; RULES.** Resident will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Resident shall:

- (a) Keep garage door closed at all times when garage is not in use. If garage door is open for an extended period of time and any damage is incurred (frozen pipes, damage to interior wall, etc.) resident will be fully responsible for all repairs needed.
- (b) Not obstruct the driveways, sidewalks, courts or entry ways which shall be used for the purposes of ingress and egress only;
- (c) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (d) Not obstruct or cover the windows or doors;
- (e) Not leave windows or doors in an open position during any inclement weather;
- (f) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;

(g) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Management;

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

(i) Resident's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;

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

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

(l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area thereto which may be adopted or promulgated by the Town of Crested Butte Municipal Code.

14. DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Resident, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Management and Resident up to the time of such injury or destruction of the Premises, Resident paying rentals up to such date and Management refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Management shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Management exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Management as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

15. INSPECTION OF PREMISES. Management and Management's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Management for the preservation of the Premises. Management shall conduct monthly inspections on the 5th day of each month, or the first

business day following the 5th day of each month. Management and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

16. **SUBORDINATION OF LEASE.** This Agreement and Resident's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Management, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

16. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Resident shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements accepted.

17. **NOTICE TO VACATE.** Resident is required to provide written notice to management (US mail or email) at least ten (10) calendar days prior to moving out of the unit. This includes notice thirty (30) days prior to Resident's lease termination date.

18. **PETS.** No Pets will be allowed on The Ruby premises. Any violation of this by Resident or guest will result in a Five Hundred dollar (\$500.00) fine to Resident per occurrence. Resident must request a Reasonable Accommodation for a Companion/Service Animal from Management prior to bringing one onto the Premises. Companion/Service Animals must be properly verified and registered with Management. Without proper authorization, Resident will be charged a Five Hundred dollar (\$500.00) fee for each day they have violated this provision.

19. **QUIET ENJOYMENT.** Resident, upon payment of all of the sums referred to herein as being payable by Resident and Resident's performance of all Resident's agreements contained herein and Resident's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

20. **INDEMNIFICATION.** Management shall not be liable for any damage or injury of or to the Resident, Resident's family, guests, invitees, agents or employees or to any person entering the Premises or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Resident hereby agrees to indemnify, defend and hold Management harmless from any and all claims or assertions of every kind and nature.

21. **DEFAULT.** If Resident fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Management, or materially fails to comply with any duties imposed on Resident by statute, within three (3) days after delivery of written notice by Management specifying the non-compliance and indicating the intention of Management to terminate the Lease

by reason thereof, Management may terminate this Agreement. If Resident fails to pay rent when due and the default continues for ten (10) days thereafter, Management may, at Management's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Management at law or in equity and may immediately terminate this Agreement.

22. **ABANDONMENT.** If at any time during the term of this Agreement Resident abandons the Premises or any part thereof, Management may, at Management's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Resident for damages or for any payment of any kind whatever. Management may, at Management's discretion, as agent for Resident, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Management's option, hold Resident liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Management by means of such reletting. If Management's right of reentry is exercised following abandonment of the Premises by Resident, then Management shall consider any personal property belonging to Resident and left on the Premises to also have been abandoned, in which case Management may dispose of all such personal property in any manner Management shall deem proper and Management is hereby relieved of all liability for doing so.

23. **TERMINATION.** This Lease shall terminate upon expiration of the term hereof, or under default as described in this Lease Agreement. Is this were we should put the "3 days upon employment termination" language?? I plan to put it in our policies also. Upon termination, the Management shall be entitled to possession of the premises as authorized by law. The Resident shall remain liable for any rent due during the remaining portion of the original term of this Lease, regardless of whether the Management has regained possession.

24. **ADDITIONAL PROVISIONS; DISCLOSURES**

- (1) **Substance Use:** Regardless of local laws, the cultivation, distribution or use of marijuana is strictly prohibited on the Premise. All illegal use of controlled substances is strictly prohibited.
- (2) **Smoking:** Any type of smoking or vaping is not allowed on The Ruby premises.
- (3) **Termination of Lease upon Sale of Property:** If the property is put up for sale the Resident will be informed of the property listing. The Resident has the right to terminate the current lease with 30 days' notice. If the property is sold the Resident will be given 30 days' notice to vacate.
- (4) **Radon Gas Disclosure.** As required by law, Management makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time.

Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit.

- (5) **Lead Paint Disclosure.** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Managements must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling.
- (6) **Keys.** Resident will be given 2 keys to the premises. If all keys are not returned to Management following termination of lease, Resident shall be charged \$100.00 for each key that must be replace during the term of the lease or thereafter.
- (7) **Lockout.** If Resident becomes locked out of the premises Resident will contact management to regain access to their room. Resident will be charged \$100 for entry during normal business hours and \$250 for access during non-business hours.

25. **ATTORNEYS' FEES.** Should it become necessary for Management to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Resident agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

26. **RECORDING OF AGREEMENT.** Resident shall not record this Agreement on the Public Records of any public office. Should Resident record this Agreement, this Agreement shall, at Management's option, terminate immediately and Management shall be entitled to all rights and remedies that it has at law or in equity.

27. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado.

28. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

29. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

30. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights

or obligations of the Management or Resident.

31. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

32. **NON-WAIVER.** No indulgence, waiver, election or non-election by Management under this Agreement shall affect Resident's duties and liabilities hereunder.

33. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

34. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States mail, email, or hand delivered, addressed as follows:

If to Management to:

Gunnison Valley Regional Housing Authority
202 E. Georgia Avenue
Gunnison, CO 81230

cpeterson@gvrha.org

If to Resident:

Email: _____

Management and Resident shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

35. ADDITIONAL PROVISIONS: ATTACHMENTS

The resident certifies that he/she/they has received a copy of this agreement and the following attachments to this agreement and understands that these attachments are considered part of this agreement.

- (1) Attachment A: The Ruby Policies and Procedures**
- (2) Attachment B: Walk Through Schedule**
- (3) Attachment C: The Ruby Companion/Service Animal Agreement (if applicable)**

MANAGEMENT: GUNNISON VALLEY REGIONAL HOUSING AUTHORITY

By: _____ Date: _____

Chris Peterson, Property Manager

RESIDENT(S):

Sign: _____ Print: _____ Date: _____

Sign: _____ Print _____ Date: _____

