

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 14, SERIES 2019**

**A RESOLUTION APPROVING AND RATIFYING A LEASE AGREEMENT WITH
CHARLEY BLOM**

WHEREAS, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, attached hereto as Exhibit A is a lease agreement between the Town of Timnath (Landlord) and the Timnath Presbyterian Church Interim Pastor, Charley Blom, for property located at 5125 Fourth Street, Timnath, Colorado; and

WHEREAS, the Timnath Presbyterian Church needs housing for an interim pastor; and

WHEREAS, the interim pastor began work on March 10, 2019; and

WHEREAS, the Town of Timnath has property that is available for said purpose; and

WHEREAS, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

Section 1. Approval

The Agreement is hereby approved and its approval by the Town Manager is here by ratified in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON MARCH 12, 2019.



TOWN OF TIMNATH, COLORADO

A handwritten signature in blue ink, appearing to read "Aaron Pearson", written over a horizontal line.

Aaron Pearson, Mayor Pro Tem

ATTEST:

Milissa Peters-Garcia

Milissa Peters-Garcia, CMC

Town Clerk

EXHIBIT A
AGREEMENT

LEASE AGREEMENT

This Lease Agreement (this "Agreement") is made this 08 day of March, 2019, by and between TOWN OF TIMNATH ("Landlord") and CHARLEY BLOM ("Tenant"). Each Landlord and Tenant may be referred to individually as a "Party" and collectively as the "Parties."

08 MAR 2019

1. Premises. The premises leased is a house located at 5125 Fourth Street, Timnath, CO 80547 (the "Premises"). Parking is not included with the Premises. The Premises includes the following furnishings: refrigerator, stove, dishwasher.

2. Agreement to Lease. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions set forth herein, the Premises.

3. Term. This Agreement will be for a term beginning on March 08, 2019 and ending on March 08, 2020 (the "Term").

08 MAR 2019

08 MAR 2020

4. Rent. Tenant will pay Landlord a monthly rent of \$1,100.00 for the Term. Rent will be payable in advance and due on the 1st day of each month during the Term. The first rent payment is payable to Landlord when Tenant signs this Agreement. Rent for any period during the Term which is for less than one month will be a pro rata portion of the monthly installment. Rent will be paid to Landlord at Landlord's address provided herein (or to such other places as directed by Landlord) by mail or in person by one of the following methods: Personal check, Cashier's check, Money order, Credit card, and will be payable in U.S. Dollars.

5. Late Fee. Rent paid after the 1st day of each month will be deemed as late; and if rent is not paid within ten (10) days after such due date, Tenant agrees to pay a late charge of \$25.00.

6. Additional Rent. There may be instances under this Agreement where Tenant may be required to pay additional charges to Landlord. All such charges are considered additional rent under this Agreement and will be paid with the next regularly scheduled rent payment. Landlord has the same rights and Tenant has the same obligations with respect to additional rent as they do with rent.

7. Utilities. Tenant is responsible for payment of all utility and other services for the Premises.

8. Security Deposit. Upon signing this Agreement, Tenant will pay a security deposit in the amount of \$1,100.00 to Landlord. The security deposit will be retained by Landlord as security for Tenant's performance of its obligations under this Agreement. The security deposit may not be used or deducted by Tenant as the last month's rent of the Term. Tenant will be entitled to a full refund of the security deposit if Tenant returns possession of the Premises to Landlord in the same condition as accepted, ordinary wear and tear excepted. Within thirty (30) days after the termination of this Agreement, Landlord will return the security deposit to Tenant (minus any amount applied by Landlord in accordance with this section). Any reason for retaining a portion of the security deposit will be explained in writing. The security

deposit will not bear interest while held by Landlord in accordance with applicable state laws and/or local ordinances.

9. Landlord's Failure to Give Possession. In the event Landlord is unable to give possession of the Premises to Tenant on the start date of the Term, Landlord will not be subject to any liability for such failure, the validity of this Agreement will not be affected, and the Term will not be extended. Tenant will not be liable for rent until Landlord gives possession of the Premises to Tenant.

10. Holdover Tenancy. Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement under any circumstances. If it becomes necessary to commence legal action to remove Tenant from the Premises, the prevailing Party will be entitled to attorney's fees and costs in addition to damages.

11. Use of Premises. The Premises will be occupied only by Tenant's immediate family members and used only for residential purposes. Tenant will not engage in any objectionable conduct, including behavior which will make the Premises less fit to live in, will cause dangerous, hazardous or unsanitary conditions or will interfere with the rights of others to enjoy their property. Tenant will be liable for any damage occurring to the Premises and any damage to or loss of the contents thereof which is done by Tenant or Tenant's guests or invitees.

12. Condition of the Premises. Tenant has examined the Premises, including the appliances, fixtures and furnishings, and acknowledges that they are in good condition and repair, normal wear excepted, and tear and accepts them in its current condition.

13. Maintenance and Repairs. Tenant will maintain the Premises, including the grounds and all appliances, fixtures and furnishings, in clean, sanitary and good condition and repair. Tenant will not remove Landlord's appliances, fixtures, or furnishings from the Premises for any purpose. If repairs other than general maintenance are required, Tenant will notify Landlord for such repairs. In the event of default by Tenant, Tenant will reimburse Landlord for the cost of any repairs or replacement.

14. Rules and Regulations. Landlord has prescribed the rules and regulations governing Tenant's use and enjoyment of the Premises, attached hereto as Exhibit A, and incorporated by reference herein. Tenant acknowledges receipt of and agrees to adhere to such regulations.

15. Reasonable Accommodations. Landlord agrees to comply with all applicable laws providing equal housing opportunities, including making reasonable accommodations for known physical or mental limitations of qualified individuals with a disability, unless undue hardship would result. Tenant is responsible for making Landlord aware of any such required accommodations that are reasonable and will not impose an undue hardship. If Tenant discloses a disability and requests an accommodation, Landlord has the right to have a qualified healthcare provider verify the disability if the disability is not readily apparent, and Landlord has the right to use the qualified healthcare provider verifying the disability as a resource for providing the reasonable accommodation.

16. Sex Offender Registry. Pursuant to law, information about specified registered sex offenders is made available to the public. Tenant understands and agrees that Tenant is solely responsible for

obtaining any and all information contained in the state or national sex offender registry for the area surrounding the Premises, which can be obtained online or from the local sheriff's department or other appropriate law enforcement officials. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and zip code in which he or she resides.

17. Compliance. Tenant agrees to comply with all applicable laws, ordinances, requirements and regulations of any federal, state, county, municipal or other authority.

18. Mechanics' Lien. Tenant understands and agrees that Tenant and anyone acting on Tenant's behalf do not have the right to file for mechanic's liens or any other kind of liens on the Premises. Tenant agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor or services that such liens are invalid. Tenant further agrees to take the additional steps necessary to keep the Premises free of any and all liens that may result from construction completed by or for Tenant.

19. Subordination. With respect to the Premises, this Agreement is subordinate to any mortgage that now exists, or may be given later by Landlord.

20. Alterations. Tenant will not make any alteration, addition or improvement to the Premises without first obtaining Landlord's written consent. Any and all alterations, additions or improvements to the Premises are without payment to Tenant and will become Landlord's property immediately on completion and remain on the Premises, unless Landlord requests or permits removal, in which case Tenant will return that part of the Premises to the same condition as existed prior to the alteration, addition or improvement. Tenant will not change any existing locks or install any additional locks on the Premises without first obtaining Landlord's written consent and without providing Landlord a copy of all keys.

21. Smoking. Smoking of any kind is strictly prohibited on any part of the Premises. This prohibition applies to Tenant and any visitors, guests or other occupants on the Premises.

22. Pets. Tenant is not allowed to have or keep any pets, even temporarily, on any part of the Premises. The unauthorized presence of any pet will subject Tenant to penalties, damages, deductions and/or termination of this Agreement. Properly trained service animals that provide assistance to individuals with disabilities may be permitted on the Premises with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant will be responsible for the costs of de-fleaing, deodorizing and/or shampooing all or any portion of the Premises if a pet has been on the Premises at any time during the Term (whether with or without written consent of Landlord).

23. Inspection Checklist. In order to avoid disagreements about the condition of the Premises, at the time of accepting possession of the Premises, Tenant will complete the Inspection Checklist incorporated herein by reference and attached hereto as Exhibit B and record any damage or deficiencies that exist at the commencement of the Term. Landlord will be liable for the cost of any cleaning or repair to correct damages found at the time of the inspection. Tenant will be liable for the cost of any cleaning and/or repair to correct damages found at the end of the Term if not recorded on the inspection checklist, normal wear and tear excepted.

24. Fire and Casualty. If the Premises are damaged by fire or other serious disaster or accident and the Premises becomes uninhabitable as a result, Tenant may immediately vacate the Premises and terminate this Agreement upon notice to Landlord. Tenant will be responsible for any unpaid rent or will receive any prepaid rent up to the day of such fire, disaster or accident. If the Premises are only partially damaged and inhabitable, Landlord may make full repairs and will do so within a prompt and reasonable amount of time. At the discretion of Landlord, the rent may be reduced while the repairs are being made.

25. Liability. Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord.

26. Renter's Insurance. Tenant is required to obtain, and maintain at all times during the Term, a renter's insurance policy with a minimum of \$100,000.00 personal liability coverage. Tenant will name Landlord as an interested party or additional insured. Tenant will provide Landlord with a certificate or proof of insurance upon request.

27. Assignment and Subletting. Tenant will not assign this Agreement as to any portion or all of the Premises or make or permit any total or partial sublease or other transfer of any portion or all of the Premises.

28. Insurance Requirements. Tenant will not do or permit to be done any act or thing that will increase the insurance risk under any policy of insurance covering the Premises. If the premium for such policy of insurance increases due to a breach of Tenant's obligations under this Agreement, Tenant will pay the additional amount of premium as additional rent under this Agreement.

29. Right of Entry. Landlord or its agents may enter the Premises at reasonable times to inspect the Premises, to make any alterations, improvements or repairs or to show the Premises to a prospective tenant, buyer or lender. In the event of an emergency, Landlord may enter the Premises at any time.

30. Surrender. Tenant will deliver and surrender to Landlord possession of the Premises immediately upon the expiration of the Term or the termination of this Agreement, clean and in as good condition and repair as the Premises was at the commencement of the Term, reasonable wear and tear excepted.

31. Default. In the event of any default under this Agreement, Landlord may provide Tenant a notice of default and an opportunity to correct such default. If Tenant fails to correct the default, other than a failure to pay rent or additional rent, Landlord may terminate this Agreement by giving a thirty (30) day written notice. If the default is Tenant's failure to timely pay rent or additional rent as specified in this Agreement, Landlord may terminate this Agreement by giving a thirty (30) day written notice to Tenant. After termination of this Agreement, Tenant remains liable for any rent, additional late, costs, including costs to remedy any defaults, and damages under this Agreement.

32. Remedies If this Agreement is terminated due to Tenant's default, Landlord may, in addition to any rights and remedies available under this Agreement and applicable law, use any dispossession, eviction or other similar legal proceeding available in law or equity.

33. Hazardous Materials. Tenant 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.

34. Notices. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent via certified or registered mail to the following addresses (or to another address that either Party may designate upon reasonable notice to the other Party):

4800 Goodman Street
Timnath, CO 80547

Notices shall be sent to the Tenant at the following address:
5125 Fourth Street
Timnath, CO 80547

35. Quiet Enjoyment. If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Premises during the Term.

36. No Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

37. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

38. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the Parties and their permitted successors and assigns.

39. Governing Law. The terms of this Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflicts of laws provisions.

40. Disputes. Any dispute arising from this Agreement shall be resolved in the courts of the Larimer County, Colorado.

41. Amendments. This Agreement may be amended or modified only by a written agreement signed by the Parties.

42. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document.

43. Headings. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Agreement.

44. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes and cancels all prior agreements of the Parties, whether written or oral, with respect to the subject matter.

45. Miscellaneous. Lease may be terminated by either party with ninety (90) days' notice. The lease has the option to renew for two (2) six (6) month periods after the initial one year term and subject to Landlord's approval.

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives, have executed this Agreement as of the Effective Date.



 _____ Landlord Signature	_____ Town of Timnath Landlord Full Name
 _____ Tenant Signature	_____ Charley Blom Tenant Full Name

EXHIBIT A

RULES AND REGULATIONS

Tenant shall abide by the following rules and regulations while occupying the Premises:

- Tenant will not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord.
- Tenant will keep all air conditioning filters clean and free from dirt.
- Tenant will keep all bathrooms, sinks, toilets, and other water and plumbing supplies in good order and repair, and shall use same only for the purposes for which they were constructed.
- Tenant will abide by and be bound by any and all rules and regulations affecting the Premises or the common areas of the Premises which may be adopted or promulgated from time to time by Landlord.
- Tenant will be responsible for mowing and yard maintenance to keep the property in a presentable, residential standard.

EXHIBIT B

RENTAL INSPECTION CHECKLIST

Complete this inventory checklist as soon as you sign the lease. Do not move anything into the Premises until after you have filled out this checklist. Take time-stamped pictures of any damages, dents, marks, or problems you find. Ask your Landlord to sign the checklist and/or send them a copy. You should keep the original for your records.

Living Room	Condition on Arrival	Condition on Departure
Walls and Ceiling		
Floor Covering		
Windows (curtains, blinds, etc....)		
Doors		
Light Fixtures		
Lamp(s)		
Furniture (if applicable)		
Baseboards/Moldings		
Other: _____		

Kitchen	Condition on Arrival	Condition on Departure
Stove, Oven, Range, Hood, Broiler, Pans, Burners, etc...		
Floor Covering		
Windows (curtains, blinds, etc....)		
Doors		
Light Fixtures		
Cabinets/Drawers		
Counter Surfaces		
Sink, Garbage Disposal, Faucet		
Microwave Oven		
Refrigerator		
Furniture		
Dishwasher		
Other: _____		

Bathroom	Condition on Arrival	Condition on Departure
Walls and Ceiling		
Floor Covering		

Windows (curtains, blinds, etc....)		
Doors		
Light Fixtures		
Cabinets/Drawers		
Counter Surfaces		
Sink and Faucet		
Toilet/Tissue Holder		
Shower and Tub		
Towel Racks		
Mirror/Medicine Cabinet		
Water (heat and pressure)		
Dishwasher		
Other: _____		

Bedroom	Condition on Arrival	Condition on Departure
Walls and Ceiling		
Floor Covering		
Windows (curtains, blinds, etc....)		
Doors		
Light Fixtures		
Closets (Doors and tracks)		
Book Shelves		
Molding and Baseboards		
Furniture (if applicable)		
Mirror		
Other: _____		

Other Areas: _____	Condition on Arrival	Condition on Departure
Walls and Ceiling		
Floor Covering		
Windows (curtains, blinds, etc....)		
Doors		
Light Fixtures		
Closets (Doors and tracks)		
Book Shelves		
Molding and Baseboards		
Furniture (if applicable)		

Doorbell/Knocker		
Mailbox (check lock)		
Yard, Patio, Deck		
External Doors and Locks		
Outside Lights		
Other: _____		

Move in:

_____	Charley Blom	_____
Tenant Signature	Tenant Name	Date

Accepted and acknowledged by:

_____	Town of Timnath	_____
Landlord Signature	Landlord Name	Date

Move out:

_____	Charley Blom	_____
Tenant Signature	Tenant Name	Date

Accepted and acknowledged by:

_____	Town of Timnath	_____
Landlord Signature	Landlord Name	Date