

**FREMONT SCHOOL DISTRICT RE-2
DUPLEX LEASE**

THIS DUPLEX LEASE ("Lease"), made and entered into this _____ day of _____, 2018 by FREMONT COUNTY SCHOOL DISTRICT RE-2 ("Landlord"), whose address is 403 West 5th Street, Florence, CO 81226 and _____ ("Tenant(s)).whose address is _____..

LEASE PROVISIONS

1. **Premises:** Landlord hereby leases to Tenant(s) one-half of a duplex located at 525 Maple Street, Florence, CO 81226, Fremont County, State of Colorado, unfurnished except for kitchen appliances and carpet ("Leased Premises").
2. **Use of Premises:** Premises shall be used only as a private home for those individual(s) listed in the agreement. Tenant(s) further agrees not to use said Leased Premises for any purpose contrary to applicable Federal or State laws, local ordinances or regulations, including police, fire and sanitary regulations either now in force or hereinafter enacted; to prevent any improper or questionable purposes; and to further not to commit, permit or suffer any objectionable or disorderly conduct, noise or nuisance whatsoever about the premises on the part of the Tenant(s) or on the part of the members of his/her family or guests; or commit, permit or suffer anything to be done by any of them that will disturb or interfere with the rights, comforts or conveniences of other tenants. Tenant(s) shall keep no roomers or boarders. Tenant(s) shall keep the Leased Premises in good, clean and sanitary condition, and appearance, free from dirt, filth, waste or any inflammable or dangerous material, also free from objectionable odors, and not to obstruct or place or permit to be placed any dirt, rubbish, article or other thing in any of the plumbing fixtures, or stairways of the building in which the unit is located, and to use the stairways only for ingress to and egress from the unit; not to throw or permit anything to be thrown from the unit; to place no additional locks or change any locks upon any of the doors of the unit without the Landlord's consent. Landlord shall have the right to enter upon the leased premise with renter's agreement or 24 hour posted notice to inspect the same and make repairs. **NO SMOKING ALLOWED.**
3. **Term:** Commencing at twelve o'clock noon on the first day of July, 2018 and ending at twelve o'clock noon on the 30th day of June 2019, unless sooner terminated as hereinafter provided. Notwithstanding the foregoing, in the event the Tenant(s) is an employee of the District and his/her employment is separated effective during the term of this Lease, the Landlord, at its sole option, may terminate this Lease upon providing 30 days written notice to Tenant(s). If a tenant holds over after the termination of the lease term with the express consent of Landlord, such tenancy shall be from month to month only, at such rental rate as is

designated by Landlord. The Lease may then be terminated by either party giving 30 days written notice prior to the end of the current rental month.

4. **Rent:** Tenant(s) agrees to pay Landlord as rent for said premises for the full term described above the sum of \$7,200.00 which sum shall be payable in 12 equal monthly installments of \$600.00. Monthly payments are due on or before the 25th of each month for the current month's rent and will be deducted from the tenant's paycheck on the 25th of each month. Tenant(s) shall also pay as rent, such additional rents or charges as provided in this Lease.
5. **Damages:** In lieu of a compliance deposit, landlord reserves the right to withhold from the Tenant(s) paycheck, any and all amounts determined by the District to be due as a result of damages, negligence or excessive wear and tear.
6. **Assignment or Subletting:** This lease shall not be assignable nor shall the Leased Premises or any interest therein be subleased by Tenant(s) without the prior written consent of Landlord. Only those persons listed below are authorized to reside in this apartment on a full-time basis.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If the person(s) occupying the apartment changes from the listed above, this change must be approved by the Landlord or Landlord's designated representative and must be noted on this lease. In addition, Tenant(s) agree to obtain Landlord's prior written approval with respect to any other persons who will stay in the Leased Premises for more that (7) days during the term of this lease.

7. **Tenant(s)' Improvements:** Tenant(s) agrees to make or suffer no alteration or improvements to the Leased Premises without the prior written consent of Landlord or his designed representative and further agrees that any alterations or improvements made by Tenant(s) after said consent shall have been given which are so attached to the premises that they cannot be removed without material injury thereto shall become the property of the Landlord upon the termination of this lease. Landlord may require Tenant(s) to remove alterations or improvements at Tenant's expense.
8. **Landlord's Address for Notices:** Human Resources Department, Fremont County School District R-3, 403 West 5th Street, Florence, CO 81226.

GENERAL PROVISIONS

- A) Utilities and Maintenance:** Tenant(s) agrees to be responsible for, put accounts in their name and to pay all other utility charges attributable to the Leased Premises, including natural gas, electricity, telephone, water, sewer and cable charges. Tenant(s) further agrees to maintain the Leased Premises in good condition, and to make all necessary repairs to the Leased Premises and the fixtures and improvements thereon at Tenant(s)'s expense caused by Tenant(s) or their invitee(s)'s negligence, including but not limited to plumbing, wiring and glass repairs. Tenant(s) additionally agrees to maintain exterior landscaping of premises with special attention given to watering lawn and plants. Should Landlord determine that any landscaping damage has occurred due to negligence on the part of Tenant(s), Landlord shall have the right to such remedies as outlined in section 5 of this lease.
- B) Expiration of Lease Term:** Upon termination of this lease whether as provided above, or whether terminated any other way, Tenant(s) agree to surrender and deliver up the premises as clean as and in as good order and condition as when the same were entered upon (See Schedule A) ordinary wear excepted (special attention should be paid to the condition of the stove, refrigerator and all carpets) and deliver all keys peaceably to the Landlord immediately upon termination.
- C) Liability:** Tenant shall neither hold nor attempt to hold the Landlord, or its agents or servants liable for any injury or damage to person or property either proximate or remote, no matter how occasioned, or for any injury or damage arising from the acts of any other occupants or of any owners or occupants of adjoining property. Landlord will maintain liability insurance for building and land only. Tenant(s) should obtain renter's insurance at Tenants' expense to cover contents of premises.
- D) Damage of Leased Premises:**
- 1) In the event of damage to the apartment or excess wear and tear, Landlord will notify Tenant(s) no later than 60 days after termination or surrender of the Leased Premises, concerning the exact reasons as to why the designated amount has been withheld from the Tenant(s) paycheck. Tenant(s) shall provide the Landlord with a correct forwarding address.
 - 2) If the Leased Premises are damaged by a casualty, such as fire, which is not caused by the fault or negligence of Tenant(s) or imputable to Tenant(s), so as to be unfit for the use for which leased, the rent required to be paid hereunder, or a proportional part thereof, according to the nature and extent of damage, shall be abated until the premises have been repaired and restored by

Landlord. If the repairs are not completed within 60 days from the date Landlord is notified by Tenant(s) of the damage, and the Leased Premises are unfit for occupancy during such period, either Landlord or Tenant(s) shall have the right to cancel this lease and end the term hereof. In such event the estate hereby created shall terminate, rent shall be paid to the date the lease premises became unfit for occupancy and thereafter all other obligations hereunder shall cease.

- 3) If the Leased Premises are damaged by a casualty, such as a fire, which is caused by the fault or negligence of Tenant(s) or imputable to Tenant(s), the repairs and restoration shall be promptly accomplished by Tenant(s) at Tenant(s) expense to restore the Leased Premises to their former condition.
- 4) Tenant(s) shall immediately inform the Landlord, in writing, of the existence of any hazardous condition of gas appliance, piping or other gas equipment. Landlord shall have seventy-two hours excluding a Saturday, Sunday or a legal holiday after receipt of the written notice of the hazardous condition to take steps to mitigate the same.

E) Premises Left Vacant: In the event the Leased Premises are left vacant for thirty (30) days without a reason satisfactory to the Landlord or proper notice of termination having been given in writing and any part of the rent reserved is not paid, then Landlord without being obligated to do so and without terminating this lease, may retake possession of said premises and rent the same for such rent and upon such conditions as Landlord may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such charges and repairs, and Tenant(s) shall be liable for the balance of the rent herein reserved until the expiration of the term of this lease.

F) Default: It is further mutually understood and agree that in the event Tenant(s) are in default in the payment of the rent herein reserved or in the performance of any of the covenants or agreements herein contained following the delivery of three (3) days' notice of such default by Landlord to Tenant(s), Tenant(s)' right to possessions of the Leased Premises shall automatically terminate and Tenant(s) shall peacefully surrender the Leased Premises to Landlord, and Landlord may, upon or at any time after any such termination, without further notice, re-enter the Leased Premises and repossess it by force, summary proceedings ejectment, or otherwise, and may dispossess Tenant(s), and remove Tenant(s) and all other persons and property from the Leased Premises. At any time after such termination, Landlord may relet the Leased Premises or any part thereof, as Landlord, in his discretion may determine, and may collect and receive the rents therefore. Landlord shall in no way be responsible for or liable for any failure to relet the Leased Premises or any part thereof, or for any failure to collect any rent due upon any such reletting. No such termination shall relieve Tenant(s) of his/her 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 Leased Premises or any part thereof shall have been relet, Tenant(s) shall pay the Landlord the rent required to be paid by Tenant(s) up to the time of such termination, and thereafter Tenant(s), until the end of what would have been the term of this lease in the absence of such termination, shall be liable to Landlord for, and shall pay to Landlord, as and for liquidated and agreed damages for Tenant(s)' default:

- 1) The equivalent of the amount of rent which would be payable under this lease by Tenant if this lease were still in full force and effect, less
- 2) The net proceeds of any reletting effected pursuant to the above provisions after deducting all of Landlord's expenses in connection with such reletting, including but not limited to all repossession costs, brokerage commissions, legal expenses, attorneys' fee, alteration costs and expenses of preparing of such reletting.

G) Landlord's Lien: The parties hereto understand and agree that in order to secure payment of all sums at any time becoming due to Landlord hereunder and to secure the proper performance and fulfillment by Tenant(s) and Tenant(s)' agreements hereunder, Tenant(s) hereby give the Landlord a first lean and a security interest in all of the personal property and fixtures which Tenant(s) shall place or permit to be placed upon or about the Leased Premises.

H) Binding Effect: This Agreement shall extend to and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

I) Severability: If any provision of this lease should be held invalid or unenforceable, the remaining provisions shall nevertheless remain unaffected and continue in full force and effect as valid and enforceable terms.

J) Waiver of Subrogation: Landlord hereby releases Tenant(s), and Tenant(s) hereby releases Landlord, and their respective officers, agents, employees and servants, from any and all claims or demands for damages, loss expense or injury to the Leased Premises, or the furnishings and fixtures and equipment, or inventory or other property of either Landlord or Tenant in, about or upon the Leased Premises, as the case may be, which was caused by or resulted from perils, events or happenings which are the subject of insurance carried by the respective parties and in force at the time of any such loss; provided, however, that such waiver shall be effective only to the extent permitted by the insurance policy which applies to such loss and to the extent such insurance is not prejudiced thereby or the expense of such insurance is not thereby increased.

WITNESSETH, that in consideration of the mutual covenants and agreements as hereinafter set forth, the parties hereto agree to the above by executing this Apartment Lease below:

TENANT(S)

FREMONT COUNTY SCHOOL DISTRICT
RE-2

By: Joe Caruso, President, Board of
Education

Attest:

Linda Schmidt, Secretary
Board of Education

SCHEDULE A
MOVE IN - MOVE OUT CHECK LIST:

This form must be completed and returned or postmarked within 48 hours of move-in. Failure to do so shall be deemed as tenant's acceptance of premises in clean and good condition and acknowledgement that all items are in good condition. This form is to report the condition of the Leased Premises and is not a request for maintenance or repairs. Please note the condition of each item.

	CONDITION ON ARRIVAL	CONDITION ON DEPARTURE	COST TO REPAIR OR REPLACE
LIVING ROOM			
Floors, floor coverings			
Drapes, Window			
Walls, Ceilings			
Light Fixtures			
Windows and Screens			
Doors and Locks			
Smoke Detector			
Other			
KITCHEN			
Floors, Floor coverings			
Drapes, Window			
Windows and Screens			
Walls, Ceilings			
Cabinets, Closets			
Counter Tops			
Stove			
Oven			
Microwave			
Refrigerator			
Dishwasher			
Sink and Plumbing			
Door & Lock			
Smoke Detector			
Other			
OTHER AREAS:			
Boiler/Water Heater			
Lawn/Ground Cover			
Patio/Porch			
	Other		
Other			

	CONDITION ON ARRIVAL	CONDITION ON DEPARTURE	COST TO REPAIR OR REPLACE
BEDROOM 1:			
Floors, floor coverings			
Walls, Ceilings			
Drapes, Window			
Windows and Screens			
Light Fixtures			
Doors and Locks			
Smoke Detector			
Other			
BATHROOM 1:			
Walls, Ceilings			
Door			
Shower Rod & Towel Bars			
Walls, Ceilings			
Light Fixtures			
Bathtub/Shower Caulk			
Sinks and Plumbing			
Counter Tops/Caulk			
BEDROOM 2:			
Floors, floor coverings			
Walls, Ceilings			
Drapes, Window			
Windows and Screens			
Light Fixtures			
Doors and Locks			
Smoke Detector			
Other			
BATHROOM 2:			
Walls, Ceilings			
Door			
Shower Rod & Towel Bars			
Walls, Ceilings			
Light Fixtures			
Bathtub/Shower Caulk			
Sinks and Plumbing			
Counter Tops/Caulk			
Toilet			
Mirror			
Light Fixtures			

I. Damages Please Note any damages upon move-in:

2. Any other notes:
