ASPEN SNOWMASS
ASPEN SKIING COMPANY

R F T A

ASC HOUSING LEASE AGREEMENT

REQUIRED INFORMATION
(PLEASE PRINT CLEARLY)

COMPANY NAME: Roaring Fork Transit Authority

CONTACT: _____ ADDRESS: _____
PHONE (_____)_____ - _____ CITY: _____
E-MAIL REQUIRED_____ STATE: _____ ZIP: _____
PHONE (_____) _____ - _____

2ND CONTACT: _____ 3RD CONTACT: _____
WORK PHONE (_____) _____ - _____ WORK PHONE (_____) _____ - _____
E-MAIL REQUIRED_____ E-MAIL REQUIRED_____

Signature: _____ Date ____/____/_____

ALL LEASES TERMINATE ON THE LAST DAY OF YOUR LEASE AT 12:00 NOON;

(ANY EXTENSIONS MUST BE APPROVED BY THE HOUSING OFFICE)

(OFFICE USE ONLY)

Lease Terms: MAY 15 2019 - OCTOBER 31 2019

Street Address: 20640 Hwy 82 Basalt CO 81621

Apartments: #9 (A,B,C), #32 (A,B,C), #37 (A,B,C) & #40 (A,B,C)

Monthly Rent: $5,600

-Move-in information packets (for each resident) and room keys will be distributed upon receipt of signed lease agreement and deposit.

-Each resident's information packet and ID must be submitted to ASC Housing before keys are distributed or before moving in.

-Move-ins & Move-outs will be facilitated by R.F.T.A.

-Parking at R.F.T.A is available on 1st come 1st serve basis while available.

-A P.O. Box for each unit is recommended. USPS mail that delivered to the "Housing P.O. box" will be charged to R.F.T.A account. ($2/letter, $5-$10/package based on size. (Residents can share a PO Box)

(OFFICE USE ONLY)

Security Deposit	$5,600
Admin Fees ($100/ea)	$1,200
1st Month's Rent (1/2 May)	$2,800
Parking	$TBD

TOTAL $9,600 **due** 4/15/2019

$5,600 /Month starting 6/1/2019

Updated Photo ID's ☐ Y ☐ N

BD ☐ _____ SS ☐ _____

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This lease agreement is made and entered into the date identified on page one of this packet between Aspen Skiing Company ("ASC") (hereinafter "landlord" or "company") and the R.F.T.A _____ *(the "*R.F.T.A _____*or Tenant"). In consideration of the payment of rent and the performance of the obligations by* R.F.T.A _____ *as set forth below, the Landlord does hereby lease to* R.F.T.A _____ *an employee housing unit.*

The Landlord and R.F.T.A _____ mutually agree as follows: (INITIAL EACH BOX WHERE INDICATED)

R.F.T.A _____ understands that the ASC Housing Department does not accept credit cards for any payments of any kind including the deposit or monthly rent. ☐

R.F.T.A _____understands that R.F.T.A _____must pay the full damage deposit and a non-refundable administrative fee prior to moving in and that R.F.T.A _____must pay the first month's rent prior to gaining access to the unit. (See: 3) ☐

It is R.F.T.A _____ responsibility to fill out an "Intent to Vacate Form" before vacating. R.F.T.A _____ understands that the damage deposit will be refunded within sixty (60) days after a completed move-out inspection pending any damages, fees, and/or charges outstanding. R.F.T.A _____ understands that the deposit cannot be used to pay last month's rent. (See: 4e; 7) ☐

R.F.T.A _____ understands that R.F.T.A _____ must pay rent for the entire lease period and that if R.F.T.A _____ tenants arrive late or leave early, R.F.T.A _____ will not be eligible for a refund for unused days. R.F.T.A _____ understands that job termination, injuries, death in the family, jail time, and or court obligations does not release me from my lease obligation, and is at the discretion of the ASC Housing Office. (See: 4a; 8) ☐

R.F.T.A _____ tenants must make arrangements directly with the ASC Housing Office for parking prior to arrival. R.F.T.A _____ understands the parking rules and will not park on the property without a permit. R.F.T.A _____ tenants understand that there is no parking unless the ASC Housing Office has confirmed that a space is available. R.F.T.A _____ tenants understand that there is absolutely no guest parking at the property and that R.F.T.A _____ tenants may be held accountable for immobilization fees **($50)**. R.F.T.A _____ tenants are aware that vehicles are discouraged and unnecessary in this area and parking is *very* limited. Before arriving, R.F.T.A _____ tenants must contact the ASC Housing Office to find out if there are parking spots available. If parking is full and R.F.T.A _____ tenants *must* bring a car, it is up to R.F.T.A _____ tenants to find alternate legal parking. If we have parking spots available, it is "1st come 1st serve" and payment is due prior to move-in. (See: 4j) ☐

R.F.T.A _____ and the R.F.T.A _____ tenants are aware of whom the resident manager(s) are and how R.F.T.A _____ and the R.F.T.A _____ tenants may reach them, what to do and who to contact in the event of an emergency, disturbance, or lock out. ☐

R.F.T.A _____ understands that the entire monthly rent amount is due on the 1st of each month. R.F.T.A _____ understands that R.F.T.A _____will have until the 7th of the month to pay rent without penalty. Balances left outstanding any later than the 7th of every month will result in a 10% late fee (10% of the monthly rent amount). ☐

R.F.T.A _____ and R.F.T.A _____ Tenants understand the policy on parties, noises & disturbances, vandalism, guests & squatting, smoking indoors, illegal drug use, trash & recycling, pet policy, and the repercussions for violating these policies. (See: 4a-4q) ☐

R.F.T.A _____ and R.F.T.A _____ Tenants understand that U.S. Postal mail will NOT be accepted by the Employee Housing department on R.F.T.A _____ or R.F.T.A _____ tenants behalf. Any U.S. Postal mail sent to the ASC Housing Department addressed to R.F.T.A _____ or R.F.T.A _____ tenants will be returned to sender. Packages accepted to ASC Housing Office business address may be subject to a charge of **($10)** per package. To receive U.S Postal Mail R.F.T.A _____ tenants are responsible for setting up their own personal PO Box. (See: 2) ☐

R.F.T.A _____ and R.F.T.A _____ Tenants understand if the apartment is furnished, R.F.T.A _____ tenants are not allowed to remove existing furniture or move in their own furniture and R.F.T.A _____ tenants understand that the Housing office cannot store personal items (See: 4e; 4g). ☐

R.F.T.A _____ employees shall be provided with a copy of this ASC- R.F.T.A _____Master Housing Lease as part of the ASC- R.F.T.A _____ Tenant Lease Agreement under which R.F.T.A _____ employees shall acknowledge and agree to be bound by all obligations of Tenant as set forth below. ☐

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1. **Term:** The Unit lease shall begin and terminate on the dates outlined on page one of this lease, unless Tenant's occupancy shall sooner terminate under the provisions of this Lease Agreement.

2. **Rent:** Monthly rent for your portion of the Unit, which shall include all charges for water, electricity, and gas (see page two). Tenant, if employed by Aspen Skiing Company, further agrees that payments for rent or other amounts may be deducted from Tenant's final paycheck if Tenant ceases to be employed by Landlord. Rent is due on the first day of each month. After the 7th day of the month, tenant will pay an additional 10%.

3. **Damage Deposit:** Upon execution of this Lease Agreement Tenant shall pay, or shall have paid, Landlord a damage deposit. This damage deposit shall be held by Landlord to secure the Tenant's performance of each and every term and condition contained in this Lease Agreement. The damage deposit shall be returned to the Tenant, or a written statement shall be provided listing the reasons for the retention of any portion of the damage deposit within sixty days after Landlord is notified that Tenant has vacated the Unit. In the event Landlord uses any portion of the damage deposit during the term of this Lease, the Tenant agrees to replenish the damage deposit to its original amount within ten days of written notice by the Landlord. Tenant shall not be entitled to interest on any damage deposit held for the benefit of Tenant.

4. **Obligations of Tenant:** This Lease Agreement is entered into upon the following express conditions, each of which the Tenant promises will be kept throughout the full term. Any violation by Tenant of any agreement, obligation or promise contained in this Lease Agreement, if followed by written notice of violation either served upon the Tenant or left upon the Unit, may terminate this Lease and Tenant's right to occupy the Unit.

a. **Limits on Use:** The Unit shall be used and occupied by the Tenant as a private dwelling unit and for no other purpose. Tenant shall comply with all laws, orders and regulations of the federal, state, county and municipal authorities, and with any direction of any public officer, pursuant to law, which shall impose any duty upon Tenant with respect to the Unit or the Property. Tenant, if employed by Aspen Skiing Company, may occupy the Unit in accordance with the terms of this Lease Agreement for so long as the Company employs Tenant. Tenant, if employed by Aspen Skiing Company, shall immediately notify the Landlord in the event of any change in employment status, including termination, resignation or reduction in hours from full time to part time. If employment is discontinued "for cause," tenant has 72 hours from the termination date to vacate the unit.

b. **Subletting & Assignment:** Tenant shall not sublet all or any portion of the Unit, nor assign Tenant's interest in this Lease Agreement without written approval from the Housing Office.

c. **Unit Inspections:** (See K) Tenant shall allow Landlord access to the Unit at any time for the purposes of conducting inspections to ensure Tenant's compliance with the terms of this Lease Agreement and the Rules and Regulations for the Property, as may be amended.

d. **Rights of Other Tenants:** Tenant shall not interfere with the right of quiet enjoyment of any other occupant of the Property. Tenant shall not make or permit to be made any loud or disturbing noises on the Property nor shall Tenant permit any guest, agent or family member to do anything that might interfere with the rights, comforts or convenience of any other occupant of the Property.

e. **Condition of Unit:** Tenant hereby accepts the condition of the Unit and the furniture, fixtures and effects contained therein. Tenant has the right to note any item needed repair on the move-in inspection form. Tenant shall take good care of and maintain the Unit in a clean and orderly condition. Tenant shall immediately notify the Landlord in the event Tenant becomes aware of any damage or potential damage to the Property from gas, electricity, water, rain, snow, pest infestation, plumbing works, or from any other apparatus or appliance. Tenant shall not remove any furnishings from the Unit without the prior consent of the Landlord. In the event any repairs to the premises are necessary, resident shall give Landlord written notice of the need for such repairs. At the end or other expiration of the term of this Lease Agreement, Tenant shall turn over the Unit in the same condition it was received. In the event the total amount of damages to the Unit, which shall include the cost of replacing missing items, is greater than the damage deposit, Tenant shall pay the excess amount required to return the Unit to the condition it was received.

f. **Storage:** Tenant shall not store any personal property outside the Unit unless Landlord has specifically provided Tenant designated storage space on the Property. Halls, walkways, stairways and any common areas on the Property shall not be obstructed or used for storage or for any purpose other than for ingress to and egress from the Property, or in the case of common areas, for their designated purposes.

g. **Additional Appliances & Furniture:** Tenant shall not place or install additional large appliances or furniture within the Unit without the prior, written consent of Landlord. Space heaters and waterbeds are strictly prohibited in the Unit or on the Property.

h. **Indemnification:** Tenant shall waive, release and indemnify Landlord, its agents and employees, against, and hold Landlord, its agents and employees, harmless from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), losses, judgments and expenses (including without limitation attorneys' fees and court costs) incurred in connection with or arising from the use or occupancy of the Unit and /or the Property by Tenant or any visitor, invitee, agent or family member of Tenant, including any claim arising out of the ordinary negligence of the Landlord and its agents and employees. The terms of this release are intended to be severable.

i. **Pets:** Tenant acknowledges that only certain properties are pet friendly and that no pets or animals of any kind are permitted on non-pet friendly property at a time. This includes guests.

j. **Service Animals:** If the Tenant requires a service animal, Tenant must provide Aspen Skiing Company with a written request that a reasonable accommodation be made for the service animal no less than thirty (30) days prior to move-in. Tenant may be asked to provide reliable professional documentation, which does not include medical records, establishing that Tenant has a disability and the service animal is required for Tenant to reside on the property. Once Tenant's need for a service animal is established, Aspen Skiing Company will use best efforts to make reasonable accommodation for the Tenant and Tenant's service animal.

k. **Parking:** Tenant acknowledges that parking space for motor vehicles on or near the Property is extremely limited. As such, Tenant shall not park or cause to be parked any motor vehicle on the Property for any period of time, unless Landlord and Tenant have entered into a Parking Agreement.

l. **When We May Enter:** Tenant shall permit landlord or the landlord's agents or employees to enter the premises at reasonable times and with reasonable notice for the purpose of making necessary or convenient repairs or reasonable inspections, pest control, preventing waste of utilities, preventative maintenance or to show the premises to prospective residents. Entry may be made without prior notice if landlord or landlord's agents or employees believe that an emergency exists.

m. **Smoke Detectors:** Landlord will furnish smoke detectors if required by statute, will test them, and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector malfunctions to us. Neither you nor others may disconnect smoke detectors. You will be liable to us and others for loss or damage from fire, smoke, or water if that condition arises from your disconnecting or failing to replace batteries, or from not reporting malfunctions. ***Free Batteries are available for your convenience at the Housing Office.

n. "**Zero Tolerance Policy":** Quiet hours are from 10:00 P.M. to 8:00 A.M. Aspen Skiing Company Housing enforces a "Zero Tolerance" policy. Any violations especially in relation to fighting, parties, smoking indoors, vandalism, and noise violations/disturbances will NOT be tolerated on any level and will be dealt with swiftly. Aspen Skiing Company reserves the right to revoke ski passes, issue fines, and/or begin termination and removal from housing for such offenses. Violations of the above will result in the immediate eviction of all responsible parties, forfeiture of your security deposit, and possible termination of your position with Aspen Skiing Company making you ineligible for rehire.

o. **Guests & Visitors:** You are allowed to have guests and visitors. Please be sure you have the consent of all other roommates. Extended stays over three days must be registered at the housing office. You are responsible for your guests at all times. Guests may not enter your apartment or be in your apartment while you're not home.

p. **Keys:** Charges for lost keys will result in a non-negotiable fine of **($75).**

q. **Outdoor Balconies & Patios:** You are never allowed to sit, stand, or crawl over balcony railings. We enforce the rule very strictly for your safety. Please do not place any heavy objects (flower pots etc.) on railings, while this causes danger to people below. Bird feeders and feeding animals are also prohibited by law.

5. **Obligations of Landlord:** The Tenant, upon payment of rent and any other charges provided for herein, and upon the performance of any and all obligations required hereunder, shall quietly have and enjoy the Unit without any unreasonable hindrance by the Landlord or the Landlord's agents or employees, subject to the reservations and conditions of this Lease Agreement.

6. **Tenant's Default:** It is agreed that if the Tenant shall be in arrears in the payment of any amount due hereunder, or in default of any of the conditions or obligations contained herein or to be performed by the Tenant, which default remains uncorrected for a period of three (3) days after Landlord has given written notice thereof, Landlord may, at its option, and without liability for trespass or damages, enter into the Unit; declare the terms of this Lease Agreement ended; repossess the Unit; peacefully expel and remove the Tenant, or any person or persons occupying the Unit and their effects; all without prejudice to any other remedies available to the Landlord either at law or in equity.

7. **Move-Out Procedures:** Tenant agrees not to move out unless all rent for the entire Lease Contract term or renewal period is paid in full. Tenant must schedule a move out inspection with our representative. At that time, apartment should be thoroughly cleaned and in excellent condition. If transferring rooms mid-season is an option, Tenant will pay the transfer fee of **($50).**

8. **Breaking Lease:** If we take possession of the apartment because of a breach of this Lease Contract, we will charge Tenant for all costs of reletting which is neither a Lease Contract cancellation fee nor a buyout fee, does not release Tenant from continued liability for future or past-due rent, cleaning, repairing, repainting, lock changes, or other sums due. Rather, the reletting charge is to reimburse Aspen Skiing Company for our damages, our time, effort and expense in finding and processing a replacement tenant. This charge is a minimum of **($75)**.

9. **Attorney's Fees & Costs:** In the event that this Lease Agreement or any provision contained herein shall become the subject of litigation or arbitration among the parties, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs as part of any judgment or award.

10. **Bounced Checks:** In the event that a personal check bounces the tenant will be required to pay the amount owed by the deadline they were originally given, in the form of cash, money order, or cashier's check only. From that point on, no further personal checks will be accepted by the housing office on their behalf. There is a **($25)** fee for each bounced check. Tenants are also subject to any late payment fees due to a bounced check.

11. **Modification:** The Tenant and the Landlord acknowledge and agree that each has not relied upon any statements, representations or agreements except as such are expressed herein, and that *no amendment, modification or extension of this Lease Agreement shall be valid or binding unless expressed in writing and executed by the parties hereto* in the same manner as the execution of this Lease Agreement, and that there are no collateral agreements whatsoever, whether oral or written, regarding any matter pertaining to this Lease Agreement between the parties. It is further expressly agreed that all prior negotiations between the parties are deemed merged into this Lease Agreement.

12. **Bugs, Pests, Rodents, & Vermin:** It is the tenant's responsibility to monitor all areas of the apartment and storage areas for any kind of pests, rodents, bugs, or vermin of any kind. Tenant is also responsible for ensuring that Tenant's possessions are free of pests, rodents, bugs, or vermin prior to them being brought into the apartment. Tenants must notify the housing office immediately if any bites, infestations, etc., are discovered. It is the tenant's responsibility to maintain the cleanliness of these areas to prevent such problems from occurring. If such problems occur due to the tenant's failure to ensure that tenant's possessions are not free of infestation at the time they are brought onto the premises, tenant's lack of cleanliness or health code standards, the tenant will be deemed responsible for any cleaning or maintenance charges.

13. **Controlled Substances:** Tenant shall not consume, use, distribute, manufacture, grow, or produce any drugs, healthcare plants, or controlled substances on the premises including marijuana understanding that such activity is a material breach of this lease and the proper authorities will be notified in case of any criminal activities. Smoking inside of any kind is prohibited.

14. **Validity:** In the event any provision of this Lease Agreement shall be declared invalid or unenforceable, the remainder of this Lease Agreement shall continue in full force and effect.

ASPEN SNOWMASS
ASPEN SKIING COMPANY

15. **Special Provisions:** The following special provisions control over conflicting provisions of this printed Lease Contract Form:

16. **Notices:** Notices required or permitted hereunder shall be given as follows:

17. **Loss of Utility:** There will be times when heat, electricity, and/or hot water is lost. Generally repair times only take a few hours. In certain rare cases in the loss of utility for an extended period of time (more than 24 hours), only then will rent credits be considered.

Housing Office
P.O. Box 6029
Snowmass Village, CO 81615
970-922-9001

David W. Clark
Associate General Counsel
Aspen Skiing Company
P.O. Box 1248
Aspen, CO 81612

IN CONSIDERATION OF THE MUTUAL PROMISES and assurances contained herein, the parties hereto have executed this Lease Agreement on the day and year first written above. The Tenant understands that while residing in employee housing that is either owned and/or operated by Aspen Skiing Company, agrees to abide by the additional policies outlined in the Aspen Skiing Company Lease Addendum and, if employed by Aspen Skiing Company, the tenant agrees to abide by policies and procedures outlined in Aspen Skiing Company's Employee Resource Guide (E.R.G.).

RETURN THIS COMPLETED LEASE WITH YOUR DEPOSIT (INCLUDING A NON-REFUNDABLE ADMINISTRATIVE FEE), IN THE FORM OF A MONEY ORDER OR CASHIER'S CHECK **ONLY** (NO PERSONAL CHECKS, OR CREDIT CARDS), MADE PAYABLE TO ASPEN SKIING COMPANY TO:

For UPS, Fed Ex, DHL, or Airborne, use:
Housing Office
Club Commons
26 Commons Circle
Snowmass Village, CO. 81615

For U.S. Mail (U.S.P.S.) use:
Housing Office
PO 6029
Snowmass Village CO. 81615

Signature: _____ Date ____/____/_____

ASPEN SNOWMASS
ASPEN SKIING COMPANY

Lease Addendum

This addendum shall act as an attachment to the Aspen Skiing Company Employee Housing Lease Agreement to advise said lessee of special provisions when leasing apartment(s) or room(s) at any Aspen Skiing Company Property.

In addition to rules and regulations outlined in the lease, residents MAY NOT:

- ✓ Have excessive noise levels at any time in apartments or common areas. Quiet hours are from 10pm to 8am. Violations may result in fines, suspension of ski pass, and/or possible eviction.
- ✓ Possess firearms, fireworks, or any incendiaries when on property.
- ✓ Remove or tamper with fire alarm systems. Such action could result in eviction or fines of up to **($300.00)** per incident.
- ✓ Engage in illegal activities.
- ✓ Have charcoal briquette grills.
- ✓ Smoke (of any sort) inside of building(s). Penalties and fines may be assessed.
- ✓ Hang items, such as clothing, or any other item from fire sprinklers in apartments or common areas.
- ✓ Allow visitors or guests to park on property without permission from property manager. Vehicles may be towed or booted with fines of up to **($100)** per incident may be assessed.
- ✓ Have use of any facilities at the Snowmass Club without appropriate memberships.
- ✓ Throw anything off of balconies, including cigarette butts. Clean up fees up to **($100)** per incident may be assessed.
- ✓ Have guests for more than 3 days without notifying the Housing Office. Guests must register with the housing office if approved.
- ✓ Store or keep anything on balconies or in any public areas with the exception of approved patio furniture or approved gas grills.

Move Out – It is the Tenant's responsibility to notify the housing office 2 weeks in advance, in writing (Intent to Vacate Form). Tenant must schedule a move out inspection at least 2 weeks prior to vacating the apartment. Failure to notify housing office may result in forfeit of damage deposit. **Administrative Fee –** Tenant agrees to pay a non-refundable service fee at move-in to help cover administrative costs associated with processing the tenant file and preparing the unit for occupancy. This fee is separate and unrelated to any additional charges that Tenant may incur for damage, additional cleaning, or any other work that may need to be done in the apartment.

Signature: _____ Date ____/____/_____

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Mold Addendum

Except as specifically modified by this Mold Addendum, the terms of the Lease and any other attachments thereto shall remain in full force and effect.

1. **Resident Obligations Regarding Mold:** Resident shall keep the apartment, particularly the kitchen, bathroom(s), carpets and floors, clean through regular vacuuming, mopping and use of household cleaners on hard surfaces. * Resident shall immediately and consistently remove all visible moisture from all surfaces in the apartment. * Resident shall periodically inspect all sinks, bathtubs, toilets, shower enclosures, refrigerators, dishwashers, water heaters, washing machines, dryers, humidifiers, dehumidifiers and air conditioners and the connections, discharge lines and the areas surrounding each, to ascertain whether there are any water leaks or signs of water leaks. * Resident shall immediately inform Owner in writing of any water leaks or signs of water leaks as well as any missing grout or caulk to tiled areas. * Resident shall reasonably prevent and shall immediately clean and dry all plant watering overflows, beverage spills, cooking spills, pet urination, and overflows from fixtures and appliances. * Resident shall ensure that all shower doors and curtains are utilized to prevent water from escaping any tub or shower enclosure. * Resident shall not allow damp clothes and towels to accumulate and shall consistently hang towels on towel racks to allow them to dry. * Resident shall keep all windows and doors closed during adverse weather and when the apartment is unattended.

   In the event of visible accumulation of mold on hard surfaces, Resident shall immediately clean the accumulated and surrounding area with soap or detergent and allow the area to dry. Within 24 hours of the initial cleaning, resident shall apply a spray on type biocide (such as Lysol Disinfectant or Pine Sol Disinfectant) in accordance with the product's instructions and labeling.

2. **Owner Obligations Regarding Mold:** Upon written notification by resident, Owner shall within a reasonable time, repair water leaks in the apartment, provided such leaks are not caused by the misuse use or neglect of Resident, or any Occupants, guest or invites of Resident, or by any violation of the Lease or this Mold Addendum by Resident, or any Occupants, guest or invites of Resident.

   Upon written notification by resident, Owner shall within a reasonable time, clean or apply biocides to visible mold on porous surfaces such as sheetrock walls and ceilings, provided such visible mold has not been caused by the misuse use or neglect of Resident, or any Occupants, guest or invites of Resident or by any violation of the Lease or this Mold Addendum by Resident or any Occupants guest or invites of Resident.

3. **Remedies:** Owner does not warrant or represent that the apartment shall be free from mold. A breach of this Mold Addendum by Resident shall be a material violation of the Lease allowing Owner to recover possession of the apartment following Demand for Possession or Compliance in accordance with state law, and all other rights and remedies contained in the lease. In the event of a breach of this Mold Addendum by Owner, Resident's sole and exclusive remedy shall be to immediately vacate the apartment and Resident's obligations to continue to pay rent shall terminate on the date Resident delivers possession of the apartment to Owner. Owner shall in no event be liable for consequential damages such as damages to Resident's personal property, or claims of adverse health conditions associated with exposure to mold.

4. **Warranties, Indemnifications and Releases:** Resident hereby indemnifies and shall hold Owner harmless from any and all claims or causes of action, arising (in whole or in part) from Residents breach of the obligations contained in this Mold Addendum. Resident hereby released Owner form any and all claims of Resident or Occupant from the presence of mold in the apartment, other than claims based on breach of this Mold Addendum by Owner and further releases Owner from any an all claims of consequential damaged such as damages to Resident's personal property, or claims of adverse health conditions associated with exposure to mold.

Signature: _____ Date ____/____/_____

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Smoke Detector Addendum

This addendum places duty upon the resident to regularly test the smoke detector(s) and to report all malfunction of the same to the owner in writing.

1. **Smoke Detector:** Resident acknowledges that as of this date, the Unit is equipped with one or more smoke detectors; that Resident has inspected the smoke detector(s); and that Resident finds it/them to be in good working order.

2. **Testing:** Resident agrees that it is his/her duty to regularly test the smoke detector(s) and agree to notify owner immediately in writing of any problem, defect, malfunction, or failure of the smoke detector(s). Within (7) days of receipt of such written notification by owner, owner shall repair or replace the smoke detector(s), assuming the availability of the labor and materials. Resident agrees to allow the owner to inspect and test the smoke detector(s) every six months.

3. **Maintenance:** Resident agrees to notify the owner if at any time the existing battery becomes unserviceable.

4. **Replacement:** Resident agrees to reimburse owner, upon request, for the cost of a new smoke detector(s) and the installation thereof in the event that the existing smoke detector(s) become damaged by resident or resident's guests or invitees. Remove or tamper with fire alarm systems. Such action could result in eviction or fines of up to **($300.00)** per incident.

5. **Entire Agreement:** The parties hereto acknowledge that this written addendum is the entire agreement of the parties relative to the smoke detector(s) in the above referenced unit. Any agreement that in any way varies the terms of this Addendum shall be unenforceable and completely void unless such agreement is in writing and signed by both parties. This Addendum is valid only for member of the Colorado Apartment Association.

6. **Terms:** The term of this Addendum shall be the same term as Agreement or any renewal or extension of Agreement.

7. **Club Commons Tenants:** If you set off your smoke detectors by mistake, "DO NOT" open your front door to air-out your apartment. Open patio doors and windows. Opening your front door may set off the fire alarms in the entire building causing dispatch to send out the fire department and police. You will be billed any charges for false alarms caused by you or residents/guests of your unit.

8. **Smoking Indoors:** Smoking of "any kind" is prohibited indoors at all ASC Housing properties, a violation of your lease, and fineable up to the damage amount.

Signature: _____ Date ____/____/_____

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Parking Agreement

(REQUIRED IF YOU HAVE A VEHICLE OR NOT)

Parking on the property is strictly limited to current residents. Tenant understands that there is **no guest parking on the property.** Guests should be instructed to arrive by bus or other means. Tenant understands that parking spaces are reserved for tenants who purchase permits for the season. Tenant understands that Aspen Skiing Company may tow or boot, without warning, vehicles that are parked illegally, or without a permit. Tenant understands the parking policy regarding immobilization and towing fees. Tenant understands that the housing office is available for approval of guests and where they should park, and that they will obtain the appropriate guest parking pass (if applicable).

1. If tenant is assigned parking, Aspen Skiing Company hereby allocates 1 parking space, conditioned upon Tenant's compliance with the following terms and provisions:

2. Tenant's vehicle must be kept in good working order and will not be allowed on the property in a state of disrepair. No repairs are allowed on property that will cause spills/stains. (Oil changes/etc.)

3. Tenant must remove snow from vehicle within 24 hours after snowfall.

4. Tenant may not use the parking space for storage of the vehicle or any other items.

5. Tenant's vehicle will be moved on occasion to allow for parking lot maintenance or other reasonable purposes.

6. Tenant must have a current parking permit attached and visible in the lower, left corner of the windshield. The parking season is described as November through April and May through October if not year round. Pass is valid only while tenant is a current resident.

7. Aspen Skiing Company or the Resident Manager(s) is not responsible for damage to any vehicle or the contents thereof parked on or near the property.

8. If you are out of town and must leave the vehicle in the parking lot for more than 3 days, you will notify us and will park in a designated area that will be determined at that time.

9. Aspen Skiing Company may terminate this agreement at any time for any reason.

VEHICLE #1	
Make & Model:	Executed with Tenant
Color:	_____
State:	_____
Plate:	_____
Winter Pass #	_____
Summer Pass#	_____
Yearly Pass#	_____

VEHICLE #2	
Make & Model:	Executed with Tenant
Color:	_____
State:	_____
Plate:	_____
Winter Pass #	_____
Summer Pass#	_____
Yearly Pass#	_____

Signature: _____ Date ____/____/_____