

**Short-Term Fix  
Long-Term Lease Incentive Program  
Participation Agreement**

This Participation Agreement (the "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between the Town of Winter Park, 50 Vasquez Road, P.O. Box 3327, Winter Park, CO 80482, a Colorado home rule municipality (the "Town") and \_\_\_\_\_, a \_\_\_\_\_ with an address of \_\_\_\_\_ ("Participant") (each a "Party" and collectively the "Parties").

Participant wishes to participate in the Town's Short-Term Fix Long-Term Lease Incentive Program (the "Program") established by Ordinance No. \_\_\_\_, Series 2021, a copy of which is attached hereto as **Exhibit A**, and to do so, makes the following statements and representations:

1. Participant is eighteen years of age or older and owns real property within the Fraser Recreation District boundaries with a specific address of \_\_\_\_\_ that meets the Program's definition of a dwelling unit (the "Property").

2. The Property has not been long-term leased by the Participant within the past two years. For purposes of this Program, a long-term lease is a lease of more than one month in duration.

3. If Participant uses the Property as a short-term rental, as defined by Title 3, Chapter 9, of the Winter Park Municipal Code, the Property was registered with the Town on or before of August 1, 2021, and is in good standing with the Town.

4. Participant has provided proof to the Town that Participant has entered into a master lease for the Property of a minimum six-month duration with a business with a physical business location within the Town of Winter Park employing a total of 50 employees or fewer (the "Lessee").

5. The Property will be exclusively used and occupied by Lessee's employees for housing.

6. An Incentive Payment under the Program has been negotiated by the Parties and is set forth in **Exhibit B**, attached hereto and incorporated herein. Payment will be made by the Town when Participant has provided an executed lease for the Property with a Lessee, this Agreement, and a W-9.

7. Participant shall return a prorated portion of the Incentive Payment to the Town if the Property is not leased by Lessee for at least a six month term or otherwise fails to comply with the Program's requirements.

8. Participant shall provide the Town access to such records for the Property as may be reasonably necessary for the Town to confirm the Participant's eligibility for and compliance with the Program, and Participant consents to and will cooperate in a Town audit of such records.

9. Participant shall require Lessee to provide the Town access to such records as may be reasonably necessary for the Town to confirm Lessee's eligibility for and compliance with the

Program, and Participant shall require Lessee to consent to and cooperate in a Town audit of such records.

10. This Agreement commences on the Effective Date and continues until completion of Lessee's lease of the Property under this Program unless sooner terminated as provided herein.

11. For Participant's failure to comply with any of its duties under the Program or this Agreement, upon 7 days prior written notice to Participant, the Town may terminate this Agreement and may require Participant to return a prorated portion of the Incentive Payment.

12. Participant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other loss of any kind whatsoever arising out of or in any manner connected with this Agreement or the Program to the extent that such injury, loss or damage is attributable to the act, omission, error, mistake, negligence or other fault of Participant or any officer, employee, representative, or agent of Participant.

13. Because the Incentive Payment may qualify as a public benefit as defined by C.R.S. § 24-76.5-101, *et seq.*, the Town has verified Participant's lawful presence in the United States by review of an approved form of identification, and by signing below, Participant states he or she is a United States citizen or legal permanent resident or is otherwise lawfully present in the United States pursuant to federal law.

14. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Grand County, Colorado.

15. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

16. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

17. There are no intended third-party beneficiaries to this Agreement.

18. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

19. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

20. This Agreement may only be modified upon written agreement of the Parties.

21. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

22. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

23. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

Participant acknowledges and agrees as set forth above as of the Effective Date.

**Participant**

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

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

State of Colorado )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(Seal)

\_\_\_\_\_  
Notary Public