

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

This Participation Agreement (the "Agreement") is made and entered into this ___ day of _____, 2022 (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 Resolution 2007 Series 2022, 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, 2022, 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 /Owner

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 _____
(Notary Printed Name)

My commission expires:

(Seal)

Notary Public

Exhibit A

Attach Short-Term Fix Long-Term Lease Incentive Program Ordinance

TOWN OF WINTER PARK

RESOLUTION NO. 2007

SERIES OF 2022

A RESOLUTION REGARDING FUNDING AND CONTINUATION OF THE INCENTIVE PROGRAM TO ENCOURAGE PROPERTY OWNERS TO ENTER INTO LONG-TERM MASTER LEASES WITH LOCAL SMALL BUSINESS FOR EMPLOYEE HOUSING BASED ON ESTABLISHED RULES AND GUIDELINES

WHEREAS, a critical shortage of workforce housing is straining local businesses and employees;

WHEREAS, local small businesses are reducing operating hours and limiting business operations due to challenges hiring and retaining staff who are unable to find affordable places to live in our community;

WHEREAS, the recently completed housing needs assessment shows very limited availability of long-term rentals which is impacting rent prices and exacerbating the ongoing workforce housing crisis;

WHEREAS, the Town of Winter Park has taken action to bring additional deed-restricted workforce housing units in to Town in the longer-term, additional immediate action is needed to address the workforce housing shortage during the construction and completion of these new deed-restricted units;

WHEREAS, Town Council adopted Emergency Ordinance 566 on September 7, 2021, establishing the Short-Term Fix Long-Term Lease Incentive Program (the "Program") as an incentive program for long-term master leases with local small businesses and authorizing the Town manager to establish the program and develop rules and regulations for the program's administration;

WHEREAS, a recent survey of local businesses confirmed a need to continue – and even expand - the Program for the 2022-2023 winter season;

WHEREAS, Town Council has a goal of incentivizing 50 bedrooms to be master-leased to local businesses for workforce housing this winter season; and

WHEREAS, finding the 2021 Program to have been a success, Council appropriated \$325,000 through the 2022 budget process and, given the desire for expansion, has directed staff to supplement that appropriation by an additional \$100,000, for a total allocation of \$425,000 for the Program in 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF WINTER PARK, COLORADO, THAT:

Section 1. The Program established by Emergency Ordinance 566, Series of 2021, is hereby enhanced by the addition of \$100,000 to the existing appropriated amount of \$325,000 in the 2022 budget, and Town staff is directed to bring a budget amendment for Town Council consideration, as appropriate, for the addition.

Section 2. The Program shall continue within the following parameters:

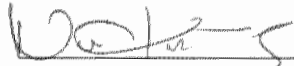
- A) The incentive will be paid directly to a property owner who enters into a master lease of a minimum six-month duration with a Winter Park employing a total of 50 employees or fewer to provide the local business' employees with housing in the rental property. Property Owners must also provide a signed program agreement (a sample of which is attached hereto as Exhibit A). The exact incentive is to be negotiated by the Town depending on the specifics of each rental property, with an initial offer made upon finding of property eligibility. Incentive guidelines are as follows: one-bedroom and studio units would be eligible for a \$5,000 incentive for a six-month lease, or \$10,000 for a 12-month lease; two and three-bedroom units will be eligible for a \$10,000 incentive for a six-month lease or \$20,000 for a 12-month lease.
- B) The rental property must be located within the Fraser Recreation District boundaries.
- C) Hotels, bed & breakfasts, and other traditional lodging properties, as defined by the Winter Park Municipal Code (the "Code"), are not eligible rental properties for the Program.
- D) To be eligible for the Program, a rental property must be a dwelling unit, as defined by Chapter 11 of the Code, with a minimum size of 300 square feet, a kitchen that contains at least a sink, a refrigerator, and cooking facilities; and a full bathroom with at least a sink, toilet, and shower or bathtub. The rental property must be accessed by a separate outside entrance and must include parking deemed adequate by the Town.
- E) To be eligible, a rental property must not have been long-term leased by the owner within the past two-years. For purposes of this Program a long-term lease is a lease of more than one month in duration.
- F) A rental property that is an existing short-term rental, as defined by Title 3, Chapter 9, of the Code, must be registered with the Town as of August 1, 2022, and in good standing to qualify as a rental property in the Program.
- G) The Program shall contain a provision requiring the rental property owner to return a prorated portion of the incentive payment if the rental property is not leased by a local business
- (H) Program participants, both property owners and local businesses, shall agree to such audits and to provide the Town with such property, tax, business, rental records, and the like as may be reasonably necessary for the Town to confirm the participants' eligibility for and compliance with the Program.
- (I) No rental property owner and no local business is guaranteed participation in the Program. Program funds will be awarded on a first-come, first-served basis.

(J) The Program shall be administered according to the existing rules and regulations for Program administration, which may be amended from time to time.

Section 3. The Program will expire on December 31, 2022, unless funded in the Town's 2023 adopted budget or continued by a future action of the Town Council.

PASSED, ADOPTED AND APPROVED this 10 day of September 2022.

TOWN OF WINTER PARK



Nick Kutrumbos, Mayor

ATTEST:



Danielle Jardee, Town Clerk

Exhibit B

Describe Incentive Payment

\$5,000 for a 6-month

lease of a one-

bedroom unit