

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

This Participation Agreement (the "Agreement") is made and entered into this ___ day of _____, 2023 (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"). (Contact Address)

Participant wishes to participate in the Town's Short-Term Fix Long-Term Lease Incentive Program (the "Program") established by Resolution 2090 Series 2023, 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"). (Property Address)

2. The Property has not been long-term leased (outside of the program) for more than one month by the Participant within the past two years.

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 twelve-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.

Exhibit A

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

TOWN OF WINTER PARK
RESOLUTION NO. 2090
SERIES OF 2023

A RESOLUTION CONTINUING 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, the Town Council found over the past two winter seasons, a critical shortage of workforce housing was straining local businesses and limited business operations due to a critical staff shortage;

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, the Town Council continued the program through Resolution 2007 adopted on September 6, 2022;

WHEREAS, the Town of Winter Park has taken action to bring additional deed-restricted workforce housing units in to Town in the longer-term, with a significant number of units coming online for the 2023-2024 winter season which has reduced the critical housing shortage and will allow for the phasing out of the Short-Term Fix Program.

WHEREAS, a recent survey of past participants confirmed that participants would like to renew existing leases for one final year of the Program at reduced incentive rate for 12-month leases;

WHEREAS, finding the 2022 Program to have been successful Council budgeted for the continuation or evolution of the Program in the 2023 budget.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Winter Park, Colorado as follows::

Section 1. 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 employer 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 determined 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 \$5,000 for a 12-month lease; two and three-bedroom units will be eligible for a \$10,000 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) A rental property to be eligible must have previously participated in the 2022-2023 Program and have a signed Program participation agreement for the 2022-2023 Program.
- 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 Winter Park employer.
- H) Program participants, both property owners and the Winter Park employer, 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 Winter Park employer 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, 2023.

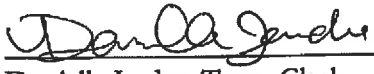
PASSED, ADOPTED AND APPROVED this 19th day of September 2023.

TOWN OF WINTER PARK



Nick Kutrumbos, Mayor

ATTEST:

A handwritten signature in cursive script, appearing to read "Danielle Jardee", written over a horizontal line.

Danielle Jardee, Town Clerk

Exhibit B

Describe Incentive Payment

\$5,000 for a one year

lease of a one-

bedroom unit