

Mobile Home, House, or Space Lease Agreement

SAP# _____

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation (“Lessor”) and _____ (“Lessee”).

WITNESSETH

In consideration of the sum of \$ _____, paid by check to the Lessor for the first month’s rent, and by payroll deduction for all months thereafter, the Lessor does hereby rent to the Lessee, the following described premises (“Leased Premises”):

1. Location: _____
Space #: _____
Area: _____
County: _____, Colorado

2. TERM/RENT. Lease rentals shall be at the rate of \$ _____ per month due on or before the first day of each month from Lessee by payroll deduction. This Lease shall be on a month to month basis subject to the termination provision contained in paragraph 11.

3. UTILITIES. The Utility Disclosure, provided with this Lease, states which utilities the Lessor shall pay and which utilities the Lessee shall pay. Lessee shall be responsible for any utility payment not included in the Utility Disclosure.

4. USE. If space is leased as a mobile home pad, the Leased Premises may only be used for the placement of a mobile home to be used as a residence. If the leased premise is a CDOT-owned home or mobile home, it may only be used a residence. Any other use of the Leased Premises is prohibited and shall constitute a material breach of this Lease. If applicable, Lessee is solely responsible for determining if his/her mobile home will properly fit on the Leased Premises and comply with applicable Covenants, laws and regulations.

5. MAINTENANCE. Lessee shall maintain the Leased Premises in good repair and in tenable condition during the term of the Lease. Lessee shall keep the Leased Premises clean and free from trash, rubbish and debris. The cost and repair of any damages to the Leased Premises other than reasonable wear and tear shall be the responsibility of the Lessee.

Lessor reserves the right to enter the Leased Premises at any time to inspect the area or perform maintenance or reconstruction where necessary.

6. REPAIRS. Minor repairs of improvements shall be the responsibility of the Lessee.

7. PERSONAL PROPERTY. All goods and personal property of any kind in or upon the Leased Premises shall be the sole responsibility of Lessee, and in no event shall Lessor be liable for any loss or damage to said goods or property for any reason whatsoever. CDOT strongly encourages the Lessee to purchase renters insurance to cover their personal property and liability.

8. DAMAGE. Lessee will be responsible for the cost to repair any damages to concrete work, utilities and other improvements during move-in, term of the Lease and departure. Any damages to property will be paid for in full by Lessee within thirty (30) days of causing damage.

9. LEASE ASSIGNMENT. The Lease Premises may not be sublet nor assigned without the prior written consent from the Property Management Section.

10. PERMANENT STRUCTURES. No permanent structures of any kind shall be erected or moved upon the premises by the Lessee without the express written permission of the Lessor.

11. TERMINATION. This Lease may be terminated by either of the parties hereto, upon thirty (30) days written notice to the other of intention to do so. On termination of this Lease, Lessee shall remove his/her mobile home on or before the termination date, first obtaining any necessary removal permits as may be required by law. If the premise is a CDOT-owned house or mobile home, Lessee shall vacate, empty of personal goods and clean the premise by termination date.

12. NOTICE. Notices given pursuant to the provisions of this Lease agreement or necessary to carry out its provisions shall be in writing, and delivered personally to the person to whom the notice is to be given or mailed, postage prepaid, addressed to such person. Lessor's address for this purpose shall be: _____ . Notices to Lessee may be addressed to Lessee at the Leased Premises.

13. DEFAULT. Violation of any of the Covenants and the conditions herein contained shall, at the option of the Lessor, constitute a breach of this agreement, and in any such event, the Lessor may, after written notice as required by law, repossess the Leased Premises and declare a forfeiture of all of Lessee's rights hereunder. Failure of the Lessor to exercise such option in any particular case shall not be construed as a waiver of its rights in any other case. Appointment of a receiver to take possession of Lessee's assets or Lessee's general assignment for benefit of creditors or Lessee's bankruptcy shall be breach of this agreement.

14. NO VIOLATION OF LAW. Lessee shall not commit, nor permit the commission of, any act or thing which shall be a violation of any ordinance of the City, County or of any law of the State of Colorado or the United States. Lessee further agrees to comply with all rules and regulations applicable to the Leased Premises as defined and described in the Community Rules and Regulations, attached to this lease as Exhibit A.

15. INDEMNIFICATION. Lessee agrees to and shall save, hold and keep harmless and indemnify Lessor from and for any and all payments, expenses, costs, reasonable attorney's fees, and from and for any and all claims and liabilities for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any act or omissions by Lessee or Lessee's guests, licensees, invitees or for any cause or reason whatsoever arising out of or by reason of the occupancy by Lessee.

16. HAZARDOUS MATERIALS. The Lessee agrees to defend, indemnify and hold harmless the Lessor and any employees, agents, contractors, and officials of the Lessor against any and all damages, claims, liability, loss, fines, or expenses, including attorney's fees and litigation costs, related to the presence, disposal, release or clean-up of any contaminants, hazardous materials or pollutants on, over, under, from or affecting the property subject to this Lease Agreement, which contaminants or hazardous materials the Lessee or its employees, agents, contractors or officials has caused to be located, disposed, or released on the property. The Lessee shall also be responsible for all damages, claims and liability to the soil, water, vegetation, buildings or personal property located thereon as well as any personal injury or property damage related to such contaminants or hazardous materials.

17. APPLICABLE LAW. This agreement shall be construed under and in accordance with the laws of the State of Colorado.

18. CAPTIONS, CONSTRUCTION AND LEASE EFFECT. The captions and headings used in this Lease are for identification only, and shall be disregarded in any construction of the Lease provisions. All of the terms of this Lease shall inure to the benefit of and be binding on the respective heirs, successors, and assigns of both the Lessor and the Lessee. If any provisions of this Lease shall be determined to be invalid, illegal or without force by a court of law or rendered so by legislative act, then the remaining provisions of this Lease shall remain in full force and effect.

19. APPROVAL. This Lease shall not be deemed valid until it has been approved by the Chief Engineer of the Colorado Department of Transportation and by the Lessee.

20. TIME. Time is of the essence in this Lease agreement.

21. SECURITY DEPOSIT. Lessee has paid and Lessor has received a security deposit in the amount of \$_____ to be held as a deposit against the full performance of every provision of the agreement, and as a deposit against any damages caused to the leased premises by Lessee, his guests or invites. The Lessor shall have the right to use said deposit in full or in part payment of any rental obligation or damage caused by the Lessee or failure by Lessee to leave the premises in good repair and in a clean condition. Lessee understands that they cannot use the security deposit as a payment of

any rental obligation without written permission from the Lessor. Lessee understands that if there are damages beyond reasonable wear and tear, his liability is not limited to the amount of this security deposit.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above mentioned.

COLORADO DEPARTMENT
OF TRANSPORTATION

LESSEE

By: _____
Joshua Laipply, P.E.
Chief Engineer

By: _____
Print Name: _____

ATTEST:

Alicia Clemons
Chief Clerk – Property Management

Mobile Home Space Lease Agreement
Emergency Notification Addendum

Please list the names of all occupants of the mobile home:

- (1) Name: _____
Phone (Home): _____
Phone (Work): _____
- (2) Name: _____
Phone (Home): _____
Phone (Work): _____
- (3) Name: _____
Phone (Home): _____
Phone (Work): _____
- (4) Name: _____
Phone (Home): _____
Phone (Work): _____
- (5) Name: _____
Phone (Home): _____
Phone (Work): _____
- (6) Name: _____
Phone (Home): _____
Phone (Work): _____

Please list the name, address and phone number of person(s) to be notified in case of an emergency.

- (1) Name: _____
Address: _____
Phone (Home): _____
Phone (Work): _____
- (2) Name: _____
Address: _____
Phone (Home): _____
Phone (Work): _____
- (3) Name: _____
Address: _____
Phone (Home): _____
Phone (Work): _____