



**Board of County Commissioners - Staff Report**

**Meeting Date:** June 7, 2022

**Presenter:** Stacy Stoker

**Submitting Dept:** Housing Department

**Subject:** Master lease for 400 W. Snow King Studios

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**Statement / Purpose:**

Approval of a Master Lease Agreement with the Town of Jackson and Sublease Agreements for three studio units at 400 W Snow King Avenue (Parks and Rec Building).

**Background / Description (Pros & Cons):**

The Town of Jackson owns twenty-six housing units at 400 W. Snow King Avenue. Teton County shared in the cost to construct the building and shares the use of these units for County employees with the Town. The Town provides the leases and maintains the building. They also collect the rents and security deposits.

For the summer of 2022, seven of the studio housing units at 400 W. Snow King will be master leased by Teton County from the Town of Jackson. These units will be used to house six Parks and Rec interns and one Public Health intern. The master lease will allow Teton County to pay rent for the units. As part of their employment agreement, the interns will not be paying rent. Rent will be paid to the Town through the respective department's budgets. The County will sublease the units to the interns. Each intern will pay a security deposit as part of the sublease agreement.

At this time, three of the master leases and subleases are before you for approval. The additional four will come before you on a future date.

The attached master leases are for units 12, 17, and 23 between Town of Jackson (Landlord) and Teton County (Tenant). The lease terms are as follows:

1. Unit 12: \$890 per month with a term of May 15, 2022, through August 31, 2022
2. Unit 17: \$890 per month with a term of May 20, 2022, through August 31, 2022
3. Unit 23: \$890 per month with a term of May 29, 2022, through July 31, 2022

The attached subleases for the above units are between Teton County (Master Lessee) and the interns (Sublessees). The terms are as follows:

1. Unit 12 – Sophie Dell'ergo (intern for Parks and Rec): \$890 security deposit with a term of May 15, 2022, through August 31, 2022.
2. Unit 17 – Alison Toler (intern for Parks and Rec): \$890 security deposit with at term of May 20, 2022, through August 31, 2022.
3. Unit 23 – Emile Lopez (intern for Public Health): \$890 security deposit with a term of May 29, 2022, through July 31, 2022. Sublessee

**Stakeholder Analysis & Involvement:**

Stakeholders include Teton County Government employees, and Teton County taxpayers.

**Fiscal Impact:**

N/A

**Staff Impact:**

Housing Department staff will continue to manage this and other Teton County properties.

**Legal Review:**



**Board of County Commissioners - Staff Report**

A. Moore

**Staff Input / Recommendation:**

Approve the lease as proposed.

**Attachments:**

- Three Master Lease Agreements for 400 West Snow King Units 12, 17 and 23
- Three Sublease Agreements for 400 West Snow King Units 12, 17, and 23

**Suggested Motion:**

I move to approve the Master Lease Agreements and Sublease Agreements for 400 West Snow King Units 12, 17 and 23 as presented by staff.

## WEST SNOW KING STUDIO MASTER LEASE AGREEMENT

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Town of Jackson, Wyoming, a Wyoming Municipal Corporation, hereinafter referred to as the "Landlord", and Teton County, hereinafter referred to as "Tenant".

1. For and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, the Landlord does hereby lease to Tenant real property generally described as Studio Unit 12, at the 400 West Snow King housing facility, Jackson Wyoming 83001 ("Leased Premises").

2. TERM. The term of this Lease shall commence on May 15, 2022 and end on August 31, 2022, both dates inclusive. In the event Tenant first occupies the residence on a day other than the first day of the month, the rent shall be prorated for as many days as Tenant occupies the Leased Premises for that month. Pro rated rent for May 2022 is \$488.06. Tenant may vacate the Leased Premises on the terms and conditions otherwise set forth herein upon giving thirty (30) days written notice. Landlord may terminate lease with 30 days' notice.

3. RENT. A base rent payment of Eight Hundred Ninety Dollars (\$890) is due and payable on the first (1st) day of each month that this Lease is in effect. Rent (which includes utilities) will be reviewed on an annual basis for compliance with HUD rates for Teton County, Wyoming and may be increased with 60 days' notice. Upon termination, Tenant shall pay rent through the end of the month in addition to paying rent for the 30-day notice period.

(a) Late Rent Payment Fee: If rent is not paid by the tenth (10th) day of the month, a late fee of Fifty (\$50.00) will be applied, and is due in addition to the outstanding rent.

(b) Returned-Check Fee: If a check is returned by Tenant's bank for any reason, there will be a Fifty Dollar (\$50.00) returned-check fee will be applied and is due in addition to the outstanding rent and, if applicable, the Late Rent Payment Fee.

(c) Rent is due as outlined in Section 2 and 2.a. above. Rent shall be paid directly to the Town of Jackson and collected by the Town of Jackson Finance Department located at the Town Hall, 150 East Pearl Avenue. Rent may be paid by monthly billing, by the Town's payment drop box located at the north entrance to Town Hall, by mailing it to Town of Jackson, P.O. Box 1687, Jackson, WY 83001, or by ACH or credit card payment set up through the Town Finance Department.

4. SUB LEASE. Tenant may only sublease the studio unit as set forth herein. Such unit may be subleased, in the following order of preference, to no more than two (2) County employees, no more than (2) Town employees, or no more than (2) other locally employed persons and their spouse, partner, or family member for a maximum of eight hundred \$890/month or an increased amount per unit as approved by Landlord. Tenant shall provide name, email, mobile phone, move in date, move out date, vehicle license plate, vehicle make, vehicle model and description vehicle of all sublessees, at minimum, 5 days prior to move their move in date and immediately (within 24 hours) upon their move out. All sublessees shall execute, at minimum 5 days prior to move their move in date, a copy of Exhibit A, attached hereto and made a part hereof.

Tenant shall conduct a criminal history check of each sublessee and provide results to the Landlord at minimum ten (10) days prior to sublessee's move in date. Should Landlord determine, in its sole discretion, that the health, safety, or welfare of other residents may be jeopardized by said sublessee, Landlord may reject sublessee.

Overnight guests of sublessees may stay in the Leased Premises for no more than one (1) week. The same guest who has visited for a one (1) week period may not visit again within the subsequent five (5) week period.

5. SOLE RESIDENCE. Sublessees shall not directly own or own through a marriage, partnership, corporation, or other means any other residential housing unit within the Town limits, within Teton County limits, or in any outlying community from which an employee could reasonably commute. Should sublessees be found to be in violation of this provision, Tenant shall provide thirty (30) days' written notice to vacate the Leased Premises. This same provision applies to all individuals residing in the unit.

Tenant Initials\_\_\_\_\_

6. SECURITY DEPOSIT. At the time of executing this Lease, Tenant shall pay a Security Deposit equal to one (1) months' rent as set forth in Paragraph 1 above, which shall be retained by Landlord to be used for (i) any damages other than normal wear and tear caused by Tenant, (ii) any missing or damaged furnished furniture or items, (iii) any unpaid rent, (iv) abandonment of the Leased Premises, (v) cleaning expenses required to return the Leased Premises to as good a condition as it was upon commencement of this Lease, and/or (vi) to the extent permitted by Wyoming law, any other costs or damages sustained by the Landlord by reason of the failure of the Tenant to comply with any terms, provisions, covenant or agreement contained in this Lease. It is understood that the Security Deposit is not pre-payment of rent and is not applicable toward the last month's rent. The Landlord shall not be obligated (although it may do so at its option) to apply the Security Deposit to any unpaid rent or portion thereof. Landlord shall return that portion of the Security Deposit not used for one of the above-listed deductions no later than thirty (30) days following vacation of the Leased Premises by Tenant, but less if required by law. Tenant shall be liable for any damages or expenses owed in excess of the Security Deposit. If Landlord discovers that Tenant has caused damage in an amount in excess of the Security Deposit, Landlord shall have the right to evict Tenant in accordance with Wyo. Stat. Ann. § 1-21-1208.

Tenant and Landlord/Landlord's Representative shall execute a separate Tenant Move in/Move Out Inspection Checklist within fourteen (14) days of the commencement of the lease. Failure of Tenant to provide completed and executed Move in/Move out Inspection Checklist within the timeframe specified will result in the Tenant being held responsible for any and all issues noted at move out. Tenant Initials\_\_\_\_\_

7. USE OF LEASED PREMISES. Tenant shall use the Leased Premises only as his or her sole, year-round residence. The Leased Premises include only those listed above. Tenant shall not make or suffer any use or occupancy of the Leased Premises contrary to any laws, ordinances or requirements of any governmental authorities, housing authorities, homeowners' associations now or hereafter in force. No auxiliary structures of any kind shall be placed on the Leased Premises without the advance express written consent of the Landlord.

8. HABITABILITY. Tenant has inspected the Leased Premises and acknowledges that the Leased Premises are being leased "AS IS" as a result of such inspection and not as a result of any representation by the Landlord. Tenant acknowledges that the Leased Premises is in a reasonable and acceptable condition of habitability for their intended use as Tenant's personal residence.

9. AFFIRMATIVE PROMISES OF TENANT. Tenant will:

(a) Comply with all laws and requirements of any governmental authorities, housing authorities, homeowners associations concerning the Leased Premises now or hereafter in force.

(b) Comply with the rules and regulations from time-to-time made by Landlord for the safety, care, upkeep and cleanliness of the Leased Premises.

(c) Promptly deliver to Landlord at the end of this Lease all keys for the Leased Premises.

(d) Give Landlord or his agent prompt written notice concerning the Leased Premises within twenty-four (24) hours of Tenant's receipt thereof.

(e) Utilize the exhaust fans in the bathroom and kitchen areas at a level sufficient to prohibit the growth of mold in these areas or other areas prone to condensation.

(f) Take all other steps necessary to prevent the assertion of claims or liens against the Leased Premises.

(g) Return all items furnished in the unit at the time of surrender of lease in satisfactory condition.

(h) Clean all areas utilized in the common room after use.

10. NEGATIVE PROMISES OF TENANT. Tenant will NOT:

(a) Permit any mechanic's lien or security interest to be filed against the Leased Premises.

(b) Do or permit any act objectionable to any insurance company that causes the insurance on the Leased Premises to become void or rated as a more hazardous risk than at the date of the signing of this Lease.

(c) Permit any hazardous, toxic or flammable substances to be stored or used in or about the Leased Premises.

(d) Permit or allow the buildup of excessive amounts of furniture or belongings along the exterior walls of the unit so as to negatively affect air circulation and create a mold situation.

(e) Permit any pet to be loud or cause a disturbance to affect other tenants in the facility.

(f) Touch, climb on, access, utilize, or otherwise interfere with any Town or County owned equipment, items, or facilities located adjacent to or in this housing facility.

(g) Paint any portion of the interior or exterior of the unit.

(h) Install any satellite dishes, cable or permanent or semi-permanent communication services on, in, or attached to any portion of the property not in their control.

(i) Use the Silver Star internet service to generate unsolicited email (i.e. spam or unwanted bulk email).

(j) Use the Silver Star internet service, intentionally or unintentionally, to generate traffic that is regarded as harmful or invasive, in Silver Star's sole discretion to its Network.

(k) Use the Silver Star internet service in a manner that violates any applicable law or regulation, including, but not limited to: the transmission, distribution, or storage of any material that is copyrighted or trademarked, trade secrets or other intellectual property right used without the proper authorization, and material that is deemed obscene local, state, or federal law or rules.

(l) Use the Silver Star internet service to harass or intimidate or threaten individuals or groups of individuals, which includes, but is not limited to, the transmission or distribution of material that is deemed obscene, defamatory, or that constitutes an illegal threat.

(m) Use the Silver Star internet service to make fraudulent offers.

(n) Not hang any items from or use exposed sprinkler system in any way.

(o) Remove any furnished items from the common room.

(p) Prop open any exterior doors to the facility at any time.

(q) Disconnect the smoke/fire alarm.

(r) Prop the elevator door open.

(s) Intentionally or negligently destroy, deface, impair or remove any part of the residential unit or knowingly permit any person to do so.

11. ALTERATIONS AND IMPROVEMENTS. Tenant shall not make any alterations or improvements to the Leased Premises without the advance express written consent of the Landlord.

12. REPAIR AND MAINTENANCE. Tenant shall, during the term of this Lease and any renewal or extension thereof:

(a) Keep the interior of the Leased Premises in as good order and repair as it is at the time of the commencement of this Lease, reasonable wear and tear and damage by accidental fire or other casualty out of Tenant's control excepted including the common areas.

(b) Immediately notify the Landlord of any damage to the Leased Premises or its contents, or to any inoperable equipment or appliances including but not limited to doors, closet doors, walkways, roof leaks, etc.

(c) Be responsible for any damage caused by the Tenant, sublessees, family members of sublessees, invitees or guests of sublessees and any charges resulting from damages caused by the Tenant will be considered additional rent.

(d) Maintain all portions of the Leased Premises in a clean and orderly condition, free of dirt, rubbish and obstructions and practice good housekeeping to avoid infestation of pests including the common areas.

(e) Take reasonable precautions to avoid freezing pipes and plumbing fixtures.

(f) Not disturb, annoy, endanger or inconvenience other tenants of the building or neighbors, nor use the Leased Premises for any immoral or unlawful purposes, nor commit waste or nuisance upon or about the Leased Premises.

(g) Be responsible for arranging for, completing, and funding any minor repairs that cost up to One Hundred Dollars (\$100) per issue. Tenant Initials\_\_\_\_\_

13. UTILITIES. Utilities are included with the rent. Utilities include Silver Star internet service.

14. UTILITY DEPOSIT. No separate utility deposit required as utilities are included with the rent.

15. SURRENDER. Upon the termination of this Lease, Tenant shall quit and surrender the Leased Premises in as good condition and repair as it is at the date of the commencement of this Lease, reasonable wear and tear excepted. Tenant is responsible for cleaning Leased Premises so that at surrender the Leased Premises is in as good a condition and repair as it was at the

commencement of this Lease and, if cleaning is required to meet this standard, Landlord will deduct the cost of such from the Security Deposit.

16. COVENANT OF QUIET ENJOYMENT. Landlord covenants that Tenant, upon paying the rent and performing the covenants upon its part to be performed hereunder, shall peaceably and quietly have, hold and enjoy the Leased Premises hereby leased during the term hereof. However, Tenant will not commit any nuisance or act, or in any other way interfere with another person's peaceful enjoyment of the residential property. Additionally, Tenant understands that the housing unit is located adjacent to the Rodeo Grounds and within the Public Works yard and above the Park Maintenance facility. Because of this location, Tenant understands that there will be early morning backup alarms for heavy equipment, heavy equipment sounds, rodeo and announcer sounds, and special event sounds. Tenants Initials\_\_\_\_\_

17. LAW VIOLATIONS, LAW ENFORCEMENT INVOLVEMENT, VIOLENCE, BULLYING, INTIMIDATION, OR THREATS. Should there be a need for law enforcement assistance at the Leased Premises as a result of illegal activity on or at the household, by actions of Tenant or Tenant's guests or sublessees, this Lease may be subject to immediate termination. In the event Landlord is made aware of issues related to violence or bullying including, but not limited to intimidation, bullying, threats or violent acts such that the Town is concerned for the safety of employees, property, or other tenants, this Lease may be subject to immediate termination.

18. ASSIGNMENT. Tenant shall not assign, nor permit the Leased Premises, or any part thereof, to be used by any other person, firm, corporation, or other entity other than the Tenant without the prior express written consent of Landlord. Notwithstanding the foregoing, Tenant may sublease the Leased Premises as set forth in Paragraph 4.

19. PETS. No pets allowed. Tenant(s) Initials: \_\_\_\_ \_\_\_\_.

20. SNOW REMOVAL, SMOKING, LAWN AND YARD.

(a) Smoking is strictly prohibited on the Leased Premises.

(b) Snow removal: Tenant is exempt from ice and snow removal at the Leased Premises because the Leased Premises is a shared apartment complex or shared housing unit. Tenant shall promptly notify landlord of any ice or snow issues.

(c) Lawn and Yard: Tenant is exempt from watering and maintaining the lawn and yard because the Leased Premises is a shared apartment complex or shared housing unit. Tenant shall promptly notify Landlord of any lawn or yard issues.

21. PARKING. Tenant shall only park in spaces designated by the Landlord that correspond to the unit number. Only one parking space per unit is allowed except in the case of multiple County or Town employees renting one unit and only if sufficient parking spaces are available. No trailer or RV parking is allowed on site. No parking of inoperable vehicles is allowed on site. No parking of oversize vehicles unable to fit within designated parking spaces allowed on site. Parking passes provided by Landlord must be prominently displayed in vehicles.

22. INSPECTION/ENTRY/ACCESS. Landlord has the right to enter the Leased Premises for, but not limited to: (i) perform reasonable inspections of the property, (ii) make any necessary alterations, repairs and/or improvements; (iii) show the Leased Premises to prospective Tenants or contractors; (iv) confirm, if Landlord believes, the Leased Premises have been abandoned; (v)

and/or for any other reasonable purpose in connection with the operation and maintenance of the Leased Premises. The Landlord shall give Tenant at least twenty-four (24) hour's advance notice of inspection/entry/access. Notwithstanding the foregoing, Landlord shall have the right to enter and inspect the Leased Premises and take appropriate action without advance notice in the event of any emergency or in compliance with Jackson Municipal Code §1.08.010 as amended.

23. RENTER'S INSURANCE. The Landlord shall not be responsible for loss, destruction, or damage to Tenant's personal property regardless of the cause. Should Tenant choose to have renter's insurance for Tenant's personal property he or she shall be required to pay the cost of any such policies. Tenant Initials: \_\_\_\_ \_\_\_\_.

24. RELEASE OF LANDLORD. Tenant is responsible for, and Tenant releases Landlord from, all liability for any injury, loss or damage to any person or property in the Leased Premises, whether due to any condition in the Leased Premises, any water leakage, fire, wind, storm or any other cause.

25. LIABILITY. Tenant agrees to pay any loss incurred by Landlord resulting from (a) any default by Tenant under this Lease and (b) any claims concerning anything done in or about the Leased Premises during the term of this Lease by or on behalf of Tenant.

26. BINDING EFFECT. All the terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective assigns and legal representatives, including without limitation any property management firm employed by Landlord.

27. REPRESENTATIONS. It is mutually agreed that no representations, warranties, covenants or agreements, expressed or implied, have been made other than those set forth herein.

28. WAIVER. The waiver by Landlord of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other condition herein contained. None of the terms hereof can be waived by either Landlord or Tenant except by appropriate written agreement duly executed by both parties hereto.

29. DEFAULT. If Tenant fails to (i) pay any part of the rent or any other sum required by this Lease to be paid to Landlord at the times or in the manner provided under this Lease, or if (ii) Tenant defaults in any of the terms of this Lease and (iii) does not cure such default or failure within ten (10) days of notice from Landlord to Tenant of such default or failure, besides other rights and/or remedies it may have, Landlord may terminate this Lease, relet the Leased Premises, or reenter the Leased Premises by summary proceedings or otherwise, and/or remove all persons and property from the Leased Premises without liability to any person for damages sustained by reason of such removal.

Should Landlord terminate this Lease for any breach, in addition to any other remedies it may have, Landlord may recover from Tenant all damages incurred by reason of such breach, the cost of recovering the Leased Premises, including attorney's fees, and all consequential damages caused by Tenant. All remedies conferred upon Landlord are cumulative and the execution of one does not exclude the use of any other conferred herein or by operation of law.



30. INDEMNIFICATION. Landlord shall not be liable for any damage, injury, or loss to any person or persons occurring on the Leased Premises unless such act is the legal result of Landlord negligence. Tenant agrees to hold the Landlord harmless from any claims for damages except for injury or damages caused by the negligence of the Landlord.

31. ATTORNEY'S FEES. The Landlord and the Tenant agree that in the event either party incurs courts costs or attorney's fees by reason of default or breach of the other party, the prevailing party in any such court action shall be entitled to reasonable attorney's fees and court costs from the other.

32. CARPET CLEANING. Units contain no carpet.

33. LOCKOUTS AND KEYS.

(a) Keycards. Access to studio units can only be provided or removed by the Town of Jackson. Tenant must provide all contact information for sublessees prior to access being granted.

(b) Lockouts. If Tenant is locked out of their unit and must contact Landlord for entry, Tenant will be charged as follows:

- (i) First lockout – no charge.
- (ii) Second lockout - \$25 deducted from security deposit upon departure.
- (iii) Third lockout - \$50 deducted from security deposit upon departure.
- (iv) Four or more lockouts - \$200 deducted from security deposit upon departure for each instance.

(c) Loss, Replacement and Damaged Keys

(i) Upon loss of a key, Tenants must immediately notify the Town of Jackson so that the lost key can be deactivated to protect the safety of the remaining Tenants and prevent unauthorized access to the facility.

(ii) Should Tenant lose one of their three issued keys (ID card, fob, sticker) and request recoding of remaining keys for security and replacement of lost key:

- a. 1st Replacement - \$25 payment required to the Town of Jackson for replacement. Additional cost may be required by Teton County for Teton County employees and replacement of ID Card.
- b. 2nd Replacement - \$50 payment required
- c. 3rd Replacement - \$200 payment required

(iii) Should any one of the Tenant's keys become damaged and discontinue working, replacement fees shall be charged as outlined in b.ii. above unless mitigating circumstances exist as determined by the Town's Facilities Manager.

(iv) Only Landlord may recode ID cards, fobs, or stickers.

(d) Upon Departure of Tenant

(i) ID Card and Sticker will be deactivated and do not need to be returned.

Key Fob must be returned to the Town of Jackson.

(ii) If Key Fob is not returned, \$25 will be withheld from the security deposit.

34. SMOKE ALARMS.

(a) Smoke Alarm Reset Callout. Tenant will be charged as follows for each smoke alarm reset callout:

- (i) First callout – no charge.
- (ii) Second callout - \$25 deducted from security deposit upon departure.
- (iii) Third callout - \$50 deducted from security deposit upon departure.
- (iv) Four or more callouts - \$200 deducted from security deposit upon departure for each instance.

(b) Smoke Alarm Damage. If Tenant damages smoke alarm, any charges incurred from the smoke alarm company for repair will be deducted from security deposit upon departure for each instance.

35. NOTICES. Any notice required or permitted hereunder shall be given in writing either in person or by U.S. mail, at the following respective addresses:

LANDLORD  
 Town of Jackson  
 Attn: Assistant Town Manager  
 P.O. Box 1687  
 Jackson, WY 83001

TENANT  
 Teton County  
 P.O. Box 3594  
 Jackson, WY 83001

The parties hereto have signed this Lease as of the date above written. Tenant acknowledges receipt of a copy of this Lease.

LANDLORD

TENANT

\_\_\_\_\_  
 Hailey Morton Levinson, Mayor  
 Town of Jackson

\_\_\_\_\_  
 Luther Propst, Vice-Chair  
 Teton County Board of Commissioners

ATTEST:

ATTEST:

\_\_\_\_\_  
 Riley Taylor  
 Town Clerk

\_\_\_\_\_  
 Maureen E. Murphy  
 Teton County Clerk

## WEST SNOW KING STUDIO MASTER LEASE AGREEMENT

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1. For and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, the Landlord does hereby lease to Tenant real property generally described as Studio Unit 17, at the 400 West Snow King housing facility, Jackson Wyoming 83001 ("Leased Premises").

2. TERM. The term of this Lease shall commence on May 20, 2022 and end on August 31, 2022, both dates inclusive. In the event Tenant first occupies the residence on a day other than the first day of the month, the rent shall be prorated for as many days as Tenant occupies the Leased Premises for that month. Pro rated rent for May 2022 is \$373.23. Tenant may vacate the Leased Premises on the terms and conditions otherwise set forth herein upon giving thirty (30) days written notice. Landlord may terminate lease with 30 days' notice.

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Tenant and Landlord/Landlord's Representative shall execute a separate Tenant Move in/Move Out Inspection Checklist within fourteen (14) days of the commencement of the lease. Failure of Tenant to provide completed and executed Move in/Move out Inspection Checklist within the timeframe specified will result in the Tenant being held responsible for any and all issues noted at move out. Tenant Initials\_\_\_\_\_

7. USE OF LEASED PREMISES. Tenant shall use the Leased Premises only as his or her sole, year-round residence. The Leased Premises include only those listed above. Tenant shall not make or suffer any use or occupancy of the Leased Premises contrary to any laws, ordinances or requirements of any governmental authorities, housing authorities, homeowners' associations now or hereafter in force. No auxiliary structures of any kind shall be placed on the Leased Premises without the advance express written consent of the Landlord.

8. HABITABILITY. Tenant has inspected the Leased Premises and acknowledges that the Leased Premises are being leased "AS IS" as a result of such inspection and not as a result of any representation by the Landlord. Tenant acknowledges that the Leased Premises is in a reasonable and acceptable condition of habitability for their intended use as Tenant's personal residence.

9. AFFIRMATIVE PROMISES OF TENANT. Tenant will:

(a) Comply with all laws and requirements of any governmental authorities, housing authorities, homeowners associations concerning the Leased Premises now or hereafter in force.

(b) Comply with the rules and regulations from time-to-time made by Landlord for the safety, care, upkeep and cleanliness of the Leased Premises.

(c) Promptly deliver to Landlord at the end of this Lease all keys for the Leased Premises.

(d) Give Landlord or his agent prompt written notice concerning the Leased Premises within twenty-four (24) hours of Tenant's receipt thereof.

(e) Utilize the exhaust fans in the bathroom and kitchen areas at a level sufficient to prohibit the growth of mold in these areas or other areas prone to condensation.

(f) Take all other steps necessary to prevent the assertion of claims or liens against the Leased Premises.

(g) Return all items furnished in the unit at the time of surrender of lease in satisfactory condition.

(h) Clean all areas utilized in the common room after use.

10. NEGATIVE PROMISES OF TENANT. Tenant will NOT:

(a) Permit any mechanic's lien or security interest to be filed against the Leased Premises.

(b) Do or permit any act objectionable to any insurance company that causes the insurance on the Leased Premises to become void or rated as a more hazardous risk than at the date of the signing of this Lease.

(c) Permit any hazardous, toxic or flammable substances to be stored or used in or about the Leased Premises.

(d) Permit or allow the buildup of excessive amounts of furniture or belongings along the exterior walls of the unit so as to negatively affect air circulation and create a mold situation.

(e) Permit any pet to be loud or cause a disturbance to affect other tenants in the facility.

(f) Touch, climb on, access, utilize, or otherwise interfere with any Town or County owned equipment, items, or facilities located adjacent to or in this housing facility.

(g) Paint any portion of the interior or exterior of the unit.

(h) Install any satellite dishes, cable or permanent or semi-permanent communication services on, in, or attached to any portion of the property not in their control.

(i) Use the Silver Star internet service to generate unsolicited email (i.e. spam or unwanted bulk email).

(j) Use the Silver Star internet service, intentionally or unintentionally, to generate traffic that is regarded as harmful or invasive, in Silver Star's sole discretion to its Network.

(k) Use the Silver Star internet service in a manner that violates any applicable law or regulation, including, but not limited to: the transmission, distribution, or storage of any material that is copyrighted or trademarked, trade secrets or other intellectual property right used without the proper authorization, and material that is deemed obscene local, state, or federal law or rules.

(l) Use the Silver Star internet service to harass or intimidate or threaten individuals or groups of individuals, which includes, but is not limited to, the transmission or distribution of material that is deemed obscene, defamatory, or that constitutes an illegal threat.

(m) Use the Silver Star internet service to make fraudulent offers.

(n) Not hang any items from or use exposed sprinkler system in any way.

(o) Remove any furnished items from the common room.

(p) Prop open any exterior doors to the facility at any time.

(q) Disconnect the smoke/fire alarm.

(r) Prop the elevator door open.

(s) Intentionally or negligently destroy, deface, impair or remove any part of the residential unit or knowingly permit any person to do so.

11. ALTERATIONS AND IMPROVEMENTS. Tenant shall not make any alterations or improvements to the Leased Premises without the advance express written consent of the Landlord.

12. REPAIR AND MAINTENANCE. Tenant shall, during the term of this Lease and any renewal or extension thereof:

(a) Keep the interior of the Leased Premises in as good order and repair as it is at the time of the commencement of this Lease, reasonable wear and tear and damage by accidental fire or other casualty out of Tenant's control excepted including the common areas.

(b) Immediately notify the Landlord of any damage to the Leased Premises or its contents, or to any inoperable equipment or appliances including but not limited to doors, closet doors, walkways, roof leaks, etc.

(c) Be responsible for any damage caused by the Tenant, sublessees, family members of sublessees, invitees or guests of sublessees and any charges resulting from damages caused by the Tenant will be considered additional rent.

(d) Maintain all portions of the Leased Premises in a clean and orderly condition, free of dirt, rubbish and obstructions and practice good housekeeping to avoid infestation of pests including the common areas.

(e) Take reasonable precautions to avoid freezing pipes and plumbing fixtures.

(f) Not disturb, annoy, endanger or inconvenience other tenants of the building or neighbors, nor use the Leased Premises for any immoral or unlawful purposes, nor commit waste or nuisance upon or about the Leased Premises.

(g) Be responsible for arranging for, completing, and funding any minor repairs that cost up to One Hundred Dollars (\$100) per issue. Tenant Initials\_\_\_\_\_

13. UTILITIES. Utilities are included with the rent. Utilities include Silver Star internet service.

14. UTILITY DEPOSIT. No separate utility deposit required as utilities are included with the rent.

15. SURRENDER. Upon the termination of this Lease, Tenant shall quit and surrender the Leased Premises in as good condition and repair as it is at the date of the commencement of this Lease, reasonable wear and tear excepted. Tenant is responsible for cleaning Leased Premises so that at surrender the Leased Premises is in as good a condition and repair as it was at the

commencement of this Lease and, if cleaning is required to meet this standard, Landlord will deduct the cost of such from the Security Deposit.

16. COVENANT OF QUIET ENJOYMENT. Landlord covenants that Tenant, upon paying the rent and performing the covenants upon its part to be performed hereunder, shall peaceably and quietly have, hold and enjoy the Leased Premises hereby leased during the term hereof. However, Tenant will not commit any nuisance or act, or in any other way interfere with another person's peaceful enjoyment of the residential property. Additionally, Tenant understands that the housing unit is located adjacent to the Rodeo Grounds and within the Public Works yard and above the Park Maintenance facility. Because of this location, Tenant understands that there will be early morning backup alarms for heavy equipment, heavy equipment sounds, rodeo and announcer sounds, and special event sounds. Tenants Initials\_\_\_\_\_

17. LAW VIOLATIONS, LAW ENFORCEMENT INVOLVEMENT, VIOLENCE, BULLYING, INTIMIDATION, OR THREATS. Should there be a need for law enforcement assistance at the Leased Premises as a result of illegal activity on or at the household, by actions of Tenant or Tenant's guests or sublessees, this Lease may be subject to immediate termination. In the event Landlord is made aware of issues related to violence or bullying including, but not limited to intimidation, bullying, threats or violent acts such that the Town is concerned for the safety of employees, property, or other tenants, this Lease may be subject to immediate termination.

18. ASSIGNMENT. Tenant shall not assign, nor permit the Leased Premises, or any part thereof, to be used by any other person, firm, corporation, or other entity other than the Tenant without the prior express written consent of Landlord. Notwithstanding the foregoing, Tenant may sublease the Leased Premises as set forth in Paragraph 4.

19. PETS. No pets allowed. Tenant(s) Initials: \_\_\_\_ \_\_\_\_.

20. SNOW REMOVAL, SMOKING, LAWN AND YARD.

(a) Smoking is strictly prohibited on the Leased Premises.

(b) Snow removal: Tenant is exempt from ice and snow removal at the Leased Premises because the Leased Premises is a shared apartment complex or shared housing unit. Tenant shall promptly notify landlord of any ice or snow issues.

(c) Lawn and Yard: Tenant is exempt from watering and maintaining the lawn and yard because the Leased Premises is a shared apartment complex or shared housing unit. Tenant shall promptly notify Landlord of any lawn or yard issues.

21. PARKING. Tenant shall only park in spaces designated by the Landlord that correspond to the unit number. Only one parking space per unit is allowed except in the case of multiple County or Town employees renting one unit and only if sufficient parking spaces are available. No trailer or RV parking is allowed on site. No parking of inoperable vehicles is allowed on site. No parking of oversize vehicles unable to fit within designated parking spaces allowed on site. Parking passes provided by Landlord must be prominently displayed in vehicles.

22. INSPECTION/ENTRY/ACCESS. Landlord has the right to enter the Leased Premises for, but not limited to: (i) perform reasonable inspections of the property, (ii) make any necessary alterations, repairs and/or improvements; (iii) show the Leased Premises to prospective Tenants or contractors; (iv) confirm, if Landlord believes, the Leased Premises have been abandoned; (v)

and/or for any other reasonable purpose in connection with the operation and maintenance of the Leased Premises. The Landlord shall give Tenant at least twenty-four (24) hour's advance notice of inspection/entry/access. Notwithstanding the foregoing, Landlord shall have the right to enter and inspect the Leased Premises and take appropriate action without advance notice in the event of any emergency or in compliance with Jackson Municipal Code §1.08.010 as amended.

23. RENTER'S INSURANCE. The Landlord shall not be responsible for loss, destruction, or damage to Tenant's personal property regardless of the cause. Should Tenant choose to have renter's insurance for Tenant's personal property he or she shall be required to pay the cost of any such policies. Tenant Initials: \_\_\_\_ \_\_\_\_.

24. RELEASE OF LANDLORD. Tenant is responsible for, and Tenant releases Landlord from, all liability for any injury, loss or damage to any person or property in the Leased Premises, whether due to any condition in the Leased Premises, any water leakage, fire, wind, storm or any other cause.

25. LIABILITY. Tenant agrees to pay any loss incurred by Landlord resulting from (a) any default by Tenant under this Lease and (b) any claims concerning anything done in or about the Leased Premises during the term of this Lease by or on behalf of Tenant.

26. BINDING EFFECT. All the terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective assigns and legal representatives, including without limitation any property management firm employed by Landlord.

27. REPRESENTATIONS. It is mutually agreed that no representations, warranties, covenants or agreements, expressed or implied, have been made other than those set forth herein.

28. WAIVER. The waiver by Landlord of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other condition herein contained. None of the terms hereof can be waived by either Landlord or Tenant except by appropriate written agreement duly executed by both parties hereto.

29. DEFAULT. If Tenant fails to (i) pay any part of the rent or any other sum required by this Lease to be paid to Landlord at the times or in the manner provided under this Lease, or if (ii) Tenant defaults in any of the terms of this Lease and (iii) does not cure such default or failure within ten (10) days of notice from Landlord to Tenant of such default or failure, besides other rights and/or remedies it may have, Landlord may terminate this Lease, relet the Leased Premises, or reenter the Leased Premises by summary proceedings or otherwise, and/or remove all persons and property from the Leased Premises without liability to any person for damages sustained by reason of such removal.

Should Landlord terminate this Lease for any breach, in addition to any other remedies it may have, Landlord may recover from Tenant all damages incurred by reason of such breach, the cost of recovering the Leased Premises, including attorney's fees, and all consequential damages caused by Tenant. All remedies conferred upon Landlord are cumulative and the execution of one does not exclude the use of any other conferred herein or by operation of law.



30. INDEMNIFICATION. Landlord shall not be liable for any damage, injury, or loss to any person or persons occurring on the Leased Premises unless such act is the legal result of Landlord negligence. Tenant agrees to hold the Landlord harmless from any claims for damages except for injury or damages caused by the negligence of the Landlord.

31. ATTORNEY'S FEES. The Landlord and the Tenant agree that in the event either party incurs courts costs or attorney's fees by reason of default or breach of the other party, the prevailing party in any such court action shall be entitled to reasonable attorney's fees and court costs from the other.

32. CARPET CLEANING. Units contain no carpet.

33. LOCKOUTS AND KEYS.

(a) Keycards. Access to studio units can only be provided or removed by the Town of Jackson. Tenant must provide all contact information for sublessees prior to access being granted.

(b) Lockouts. If Tenant is locked out of their unit and must contact Landlord for entry, Tenant will be charged as follows:

- (i) First lockout – no charge.
- (ii) Second lockout - \$25 deducted from security deposit upon departure.
- (iii) Third lockout - \$50 deducted from security deposit upon departure.
- (iv) Four or more lockouts - \$200 deducted from security deposit upon departure for each instance.

(c) Loss, Replacement and Damaged Keys

(i) Upon loss of a key, Tenants must immediately notify the Town of Jackson so that the lost key can be deactivated to protect the safety of the remaining Tenants and prevent unauthorized access to the facility.

(ii) Should Tenant lose one of their three issued keys (ID card, fob, sticker) and request recoding of remaining keys for security and replacement of lost key:

- a. 1st Replacement - \$25 payment required to the Town of Jackson for replacement. Additional cost may be required by Teton County for Teton County employees and replacement of ID Card.
- b. 2nd Replacement - \$50 payment required
- c. 3rd Replacement - \$200 payment required

(iii) Should any one of the Tenant's keys become damaged and discontinue working, replacement fees shall be charged as outlined in b.ii. above unless mitigating circumstances exist as determined by the Town's Facilities Manager.

(iv) Only Landlord may recode ID cards, fobs, or stickers.

(d) Upon Departure of Tenant

(i) ID Card and Sticker will be deactivated and do not need to be returned.

Key Fob must be returned to the Town of Jackson.

(ii) If Key Fob is not returned, \$25 will be withheld from the security deposit.

34. SMOKE ALARMS.

(a) Smoke Alarm Reset Callout. Tenant will be charged as follows for each smoke alarm reset callout:

- (i) First callout – no charge.
- (ii) Second callout - \$25 deducted from security deposit upon departure.
- (iii) Third callout - \$50 deducted from security deposit upon departure.
- (iv) Four or more callouts - \$200 deducted from security deposit upon departure for each instance.

(b) Smoke Alarm Damage. If Tenant damages smoke alarm, any charges incurred from the smoke alarm company for repair will be deducted from security deposit upon departure for each instance.

35. NOTICES. Any notice required or permitted hereunder shall be given in writing either in person or by U.S. mail, at the following respective addresses:

LANDLORD  
 Town of Jackson  
 Attn: Assistant Town Manager  
 P.O. Box 1687  
 Jackson, WY 83001

TENANT  
 Teton County  
 P.O. Box 3594  
 Jackson, WY 83001

The parties hereto have signed this Lease as of the date above written. Tenant acknowledges receipt of a copy of this Lease.

LANDLORD

TENANT

\_\_\_\_\_  
 Hailey Morton Levinson, Mayor  
 Town of Jackson

\_\_\_\_\_  
 Luther Propst, Vice Chair  
 Teton County Board of Commissioners

ATTEST:

ATTEST:

\_\_\_\_\_  
 Riley Taylor  
 Town Clerk

\_\_\_\_\_  
 Maureen E. Murphy  
 Teton County Clerk

**WEST SNOW KING STUDIO MASTER LEASE AGREEMENT**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Town of Jackson, Wyoming, a Wyoming Municipal Corporation, hereinafter referred to as the "Landlord", and Teton County, hereinafter referred to as "Tenant".

1. For and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, the Landlord does hereby lease to Tenant real property generally described as Studio Unit 23, at the 400 West Snow King housing facility, Jackson Wyoming 83001 ("Leased Premises").

2. TERM. The term of this Lease shall commence on May 29, 2022 and end on July 31, 2022, both dates inclusive. In the event Tenant first occupies the residence on a day other than the first day of the month, the rent shall be prorated for as many days as Tenant occupies the Leased Premises for that month. Tenant may vacate the Leased Premises on the terms and conditions otherwise set forth herein upon giving thirty (30) days written notice. Landlord may terminate lease with 30 days' notice.

3. RENT. A base rent payment of Eight Hundred Ninety Dollars (\$890) is due and payable on the first (1st) day of each month that this Lease is in effect. Rent (which includes utilities) will be reviewed on an annual basis for compliance with HUD rates for Teton County, Wyoming and may be increased with 60 days' notice. Upon termination, Tenant shall pay rent through the end of the month in addition to paying rent for the 30-day notice period.

(a) Late Rent Payment Fee: If rent is not paid by the tenth (10th) day of the month, a late fee of Fifty (\$50.00) will be applied, and is due in addition to the outstanding rent.

(b) Returned-Check Fee: If a check is returned (by Tenant's bank for any reason, there will be a Fifty Dollar (\$50.00) returned-check fee will be applied and is due in addition to the outstanding rent and, if applicable, the Late Rent Payment Fee.

(c) Rent is due as outlined in Section 2 and 2.a. above. Rent shall be paid directly to the Town of Jackson and collected by the Town of Jackson Finance Department located at the Town Hall, 150 East Pearl Avenue. Rent may be paid by monthly billing, by the Town's payment drop box located at the north entrance to Town Hall, by mailing it to Town of Jackson, P.O. Box 1687, Jackson, WY 83001, or by ACH or credit card payment set up through the Town Finance Department.

4. SUB LEASE. Tenant may only sublease the studio unit as set forth herein. Such unit may be subleased, in the following order of preference, to no more than two (2) County employees, no more than (2) Town employees, or no more than (2) other locally employed persons and their spouse, partner, or family member for a maximum of eight hundred \$890/month or an increased amount per unit as approved by Landlord. Tenant shall provide name, email, mobile phone, move in date, move out date, vehicle license plate, vehicle make, vehicle model and description vehicle of all sublessees, at minimum, 5 days prior to move their move in date and immediately (within 24 hours) upon their move out. All sublessees shall execute, at minimum 5 days prior to move their move in date, a copy of Exhibit A, attached hereto and made a part hereof.

Tenant shall conduct a criminal history check of each sublessee and provide results to the Landlord at minimum ten (10) days prior to sublessee's move in date. Should Landlord determine, in its sole discretion, that the health, safety, or welfare of other residents may be jeopardized by said sublessee, Landlord may reject sublessee.

Overnight guests of sublessees may stay in the Leased Premises for no more than one (1) week. The same guest who has visited for a one (1) week period may not visit again within the subsequent five (5) week period.

5. SOLE RESIDENCE. Sublessees shall not directly own or own through a marriage, partnership, corporation, or other means any other residential housing unit within the Town limits, within Teton County limits, or in any outlying community from which an employee could reasonably commute. Should sublessees be found to be in violation of this provision, Tenant shall provide thirty (30) days' written notice to vacate the Leased Premises. This same provision applies to all individuals residing in the unit.

Tenant Initials\_\_\_\_\_

6. SECURITY DEPOSIT. At the time of executing this Lease, Tenant shall pay a Security Deposit equal to one (1) months' rent as set forth in Paragraph 1 above, which shall be retained by Landlord to be used for (i) any damages other than normal wear and tear caused by Tenant, (ii) any missing or damaged furnished furniture or items, (iii) any unpaid rent, (iv) abandonment of the Leased Premises, (v) cleaning expenses required to return the Leased Premises to as good a condition as it was upon commencement of this Lease, and/or (vi) to the extent permitted by Wyoming law, any other costs or damages sustained by the Landlord by reason of the failure of the Tenant to comply with any terms, provisions, covenant or agreement contained in this Lease. It is understood that the Security Deposit is not pre-payment of rent and is not applicable toward the last month's rent. The Landlord shall not be obligated (although it may do so at its option) to apply the Security Deposit to any unpaid rent or portion thereof. Landlord shall return that portion of the Security Deposit not used for one of the above-listed deductions no later than thirty (30) days following vacation of the Leased Premises by Tenant, but less if required by law. Tenant shall be liable for any damages or expenses owed in excess of the Security Deposit. If Landlord discovers that Tenant has caused damage in an amount in excess of the Security Deposit, Landlord shall have the right to evict Tenant in accordance with Wyo. Stat. Ann. § 1-21-1208.

Tenant and Landlord/Landlord's Representative shall execute a separate Tenant Move in/Move Out Inspection Checklist within fourteen (14) days of the commencement of the lease. Failure of Tenant to provide completed and executed Move in/Move out Inspection Checklist within the timeframe specified will result in the Tenant being held responsible for any and all issues noted at move out. Tenant Initials\_\_\_\_\_

7. USE OF LEASED PREMISES. Tenant shall use the Leased Premises only as his or her sole, year-round residence. The Leased Premises include only those listed above. Tenant shall not make or suffer any use or occupancy of the Leased Premises contrary to any laws, ordinances or requirements of any governmental authorities, housing authorities, homeowners' associations now or hereafter in force. No auxiliary structures of any kind shall be placed on the Leased Premises without the advance express written consent of the Landlord.

8. HABITABILITY. Tenant has inspected the Leased Premises and acknowledges that the Leased Premises are being leased "AS IS" as a result of such inspection and not as a result of any representation by the Landlord. Tenant acknowledges that the Leased Premises is in a reasonable and acceptable condition of habitability for their intended use as Tenant's personal residence.

9. AFFIRMATIVE PROMISES OF TENANT. Tenant will:

(a) Comply with all laws and requirements of any governmental authorities, housing authorities, homeowners associations concerning the Leased Premises now or hereafter in force.

(b) Comply with the rules and regulations from time-to-time made by Landlord for the safety, care, upkeep and cleanliness of the Leased Premises.

(c) Promptly deliver to Landlord at the end of this Lease all keys for the Leased Premises.

(d) Give Landlord or his agent prompt written notice concerning the Leased Premises within twenty-four (24) hours of Tenant's receipt thereof.

(e) Utilize the exhaust fans in the bathroom and kitchen areas at a level sufficient to prohibit the growth of mold in these areas or other areas prone to condensation.

(f) Take all other steps necessary to prevent the assertion of claims or liens against the Leased Premises.

(g) Return all items furnished in the unit at the time of surrender of lease in satisfactory condition.

(h) Clean all areas utilized in the common room after use.

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(a) Permit any mechanic's lien or security interest to be filed against the Leased Premises.

(b) Do or permit any act objectionable to any insurance company that causes the insurance on the Leased Premises to become void or rated as a more hazardous risk than at the date of the signing of this Lease.

(c) Permit any hazardous, toxic or flammable substances to be stored or used in or about the Leased Premises.

(d) Permit or allow the buildup of excessive amounts of furniture or belongings along the exterior walls of the unit so as to negatively affect air circulation and create a mold situation.

(e) Permit any pet to be loud or cause a disturbance to affect other tenants in the facility.

(f) Touch, climb on, access, utilize, or otherwise interfere with any Town or County owned equipment, items, or facilities located adjacent to or in this housing facility.

(g) Paint any portion of the interior or exterior of the unit.

(h) Install any satellite dishes, cable or permanent or semi-permanent communication services on, in, or attached to any portion of the property not in their control.

(i) Use the Silver Star internet service to generate unsolicited email (i.e. spam or unwanted bulk email).

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(k) Use the Silver Star internet service in a manner that violates any applicable law or regulation, including, but not limited to: the transmission, distribution, or storage of any material that is copyrighted or trademarked, trade secrets or other intellectual property right used without the proper authorization, and material that is deemed obscene local, state, or federal law or rules.

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(o) Remove any furnished items from the common room.

(p) Prop open any exterior doors to the facility at any time.

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(b) Immediately notify the Landlord of any damage to the Leased Premises or its contents, or to any inoperable equipment or appliances including but not limited to doors, closet doors, walkways, roof leaks, etc.

(c) Be responsible for any damage caused by the Tenant, sublessees, family members of sublessees, invitees or guests of sublessees and any charges resulting from damages caused by the Tenant will be considered additional rent.

(d) Maintain all portions of the Leased Premises in a clean and orderly condition, free of dirt, rubbish and obstructions and practice good housekeeping to avoid infestation of pests including the common areas.

(e) Take reasonable precautions to avoid freezing pipes and plumbing fixtures.

(f) Not disturb, annoy, endanger or inconvenience other tenants of the building or neighbors, nor use the Leased Premises for any immoral or unlawful purposes, nor commit waste or nuisance upon or about the Leased Premises.

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(b) Snow removal: Tenant is exempt from ice and snow removal at the Leased Premises because the Leased Premises is a shared apartment complex or shared housing unit. Tenant shall promptly notify landlord of any ice or snow issues.

(c) Lawn and Yard: Tenant is exempt from watering and maintaining the lawn and yard because the Leased Premises is a shared apartment complex or shared housing unit. Tenant shall promptly notify Landlord of any lawn or yard issues.

21. PARKING. Tenant shall only park in spaces designated by the Landlord that correspond to the unit number. Only one parking space per unit is allowed except in the case of multiple County or Town employees renting one unit and only if sufficient parking spaces are available. No trailer or RV parking is allowed on site. No parking of inoperable vehicles is allowed on site. No parking of oversize vehicles unable to fit within designated parking spaces allowed on site. Parking passes provided by Landlord must be prominently displayed in vehicles.

22. INSPECTION/ENTRY/ACCESS. Landlord has the right to enter the Leased Premises for, but not limited to: (i) perform reasonable inspections of the property, (ii) make any necessary alterations, repairs and/or improvements; (iii) show the Leased Premises to prospective Tenants or contractors; (iv) confirm, if Landlord believes, the Leased Premises have been abandoned; (v)

and/or for any other reasonable purpose in connection with the operation and maintenance of the Leased Premises. The Landlord shall give Tenant at least twenty-four (24) hour's advance notice of inspection/entry/access. Notwithstanding the foregoing, Landlord shall have the right to enter and inspect the Leased Premises and take appropriate action without advance notice in the event of any emergency or in compliance with Jackson Municipal Code §1.08.010 as amended.

23. RENTER'S INSURANCE. The Landlord shall not be responsible for loss, destruction, or damage to Tenant's personal property regardless of the cause. Should Tenant choose to have renter's insurance for Tenant's personal property he or she shall be required to pay the cost of any such policies. Tenant Initials: \_\_\_\_ \_\_\_\_.

24. RELEASE OF LANDLORD. Tenant is responsible for, and Tenant releases Landlord from, all liability for any injury, loss or damage to any person or property in the Leased Premises, whether due to any condition in the Leased Premises, any water leakage, fire, wind, storm or any other cause.

25. LIABILITY. Tenant agrees to pay any loss incurred by Landlord resulting from (a) any default by Tenant under this Lease and (b) any claims concerning anything done in or about the Leased Premises during the term of this Lease by or on behalf of Tenant.

26. BINDING EFFECT. All the terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective assigns and legal representatives, including without limitation any property management firm employed by Landlord.

27. REPRESENTATIONS. It is mutually agreed that no representations, warranties, covenants or agreements, expressed or implied, have been made other than those set forth herein.

28. WAIVER. The waiver by Landlord of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other condition herein contained. None of the terms hereof can be waived by either Landlord or Tenant except by appropriate written agreement duly executed by both parties hereto.

29. DEFAULT. If Tenant fails to (i) pay any part of the rent or any other sum required by this Lease to be paid to Landlord at the times or in the manner provided under this Lease, or if (ii) Tenant defaults in any of the terms of this Lease and (iii) does not cure such default or failure within ten (10) days of notice from Landlord to Tenant of such default or failure, besides other rights and/or remedies it may have, Landlord may terminate this Lease, relet the Leased Premises, or reenter the Leased Premises by summary proceedings or otherwise, and/or remove all persons and property from the Leased Premises without liability to any person for damages sustained by reason of such removal.

Should Landlord terminate this Lease for any breach, in addition to any other remedies it may have, Landlord may recover from Tenant all damages incurred by reason of such breach, the cost of recovering the Leased Premises, including attorney's fees, and all consequential damages caused by Tenant. All remedies conferred upon Landlord are cumulative and the execution of one does not exclude the use of any other conferred herein or by operation of law.



30. INDEMNIFICATION. Landlord shall not be liable for any damage, injury, or loss to any person or persons occurring on the Leased Premises unless such act is the legal result of Landlord negligence. Tenant agrees to hold the Landlord harmless from any claims for damages except for injury or damages caused by the negligence of the Landlord.

31. ATTORNEY'S FEES. The Landlord and the Tenant agree that in the event either party incurs courts costs or attorney's fees by reason of default or breach of the other party, the prevailing party in any such court action shall be entitled to reasonable attorney's fees and court costs from the other.

32. CARPET CLEANING. Units contain no carpet.

33. LOCKOUTS AND KEYS.

(a) Keycards. Access to studio units can only be provided or removed by the Town of Jackson. Tenant must provide all contact information for sublessees prior to access being granted.

(b) Lockouts. If Tenant is locked out of their unit and must contact Landlord for entry, Tenant will be charged as follows:

- (i) First lockout – no charge.
- (ii) Second lockout - \$25 deducted from security deposit upon departure.
- (iii) Third lockout - \$50 deducted from security deposit upon departure.
- (iv) Four or more lockouts - \$200 deducted from security deposit upon departure for each instance.

(c) Loss, Replacement and Damaged Keys

(i) Upon loss of a key, Tenants must immediately notify the Town of Jackson so that the lost key can be deactivated to protect the safety of the remaining Tenants and prevent unauthorized access to the facility.

(ii) Should Tenant lose one of their three issued keys (ID card, fob, sticker) and request recoding of remaining keys for security and replacement of lost key:

- a. 1st Replacement - \$25 payment required to the Town of Jackson for replacement. Additional cost may be required by Teton County for Teton County employees and replacement of ID Card.
- b. 2nd Replacement - \$50 payment required
- c. 3rd Replacement - \$200 payment required

(iii) Should any one of the Tenant's keys become damaged and discontinue working, replacement fees shall be charged as outlined in b.ii. above unless mitigating circumstances exist as determined by the Town's Facilities Manager.

(iv) Only Landlord may recode ID cards, fobs, or stickers.

(d) Upon Departure of Tenant

(i) ID Card and Sticker will be deactivated and do not need to be returned.

Key Fob must be returned to the Town of Jackson.

(ii) If Key Fob is not returned, \$25 will be withheld from the security deposit.

34. SMOKE ALARMS.

(a) Smoke Alarm Reset Callout. Tenant will be charged as follows for each smoke alarm reset callout:

- (i) First callout – no charge.
- (ii) Second callout - \$25 deducted from security deposit upon departure.
- (iii) Third callout - \$50 deducted from security deposit upon departure.
- (iv) Four or more callouts - \$200 deducted from security deposit upon departure for each instance.

(b) Smoke Alarm Damage. If Tenant damages smoke alarm, any charges incurred from the smoke alarm company for repair will be deducted from security deposit upon departure for each instance.

35. NOTICES. Any notice required or permitted hereunder shall be given in writing either in person or by U.S. mail, at the following respective addresses:

LANDLORD  
 Town of Jackson  
 Attn: Assistant Town Manager  
 P.O. Box 1687  
 Jackson, WY 83001

TENANT  
 Teton County  
 P.O. Box 3594  
 Jackson, WY 83001

The parties hereto have signed this Lease as of the date above written. Tenant acknowledges receipt of a copy of this Lease.

LANDLORD

TENANT

\_\_\_\_\_  
 Hailey Morton Levinson, Mayor  
 Town of Jackson

\_\_\_\_\_  
 Luther Propst, Vice-Chair  
 Teton County Board of Commissioners

ATTEST:

ATTEST:

\_\_\_\_\_  
 Riley Taylor  
 Town Clerk

\_\_\_\_\_  
 Maureen E. Murphy  
 Teton County Clerk

**EXHIBIT A**  
**SUBLESSEE AGREEMENT**

This Sublessee Agreement ("**Agreement**") is made between Teton County, ("**Master Lessee**") and Sophie Dell'ergo, employee of Teton County ("**Sublessee**").

RECITALS

**WHEREAS**, the Town of Jackson ("**Owner**") is the owner of a housing facility located at 400 West Snow King, Jackson Wyoming 83001.

**WHEREAS**, on \_\_\_\_\_, 2022, the Owner and Master Lessee executed the *West Snow King Studio Master Lease Agreement*, pursuant to which Tenant leased from Town real property generally described as Studio Units 12, 16, 17, 18, 19, 22, 23, and 26 ("**Leased Premises**") and, pursuant to which Tenant may sublease said Leased Premises.

**WHEREAS**, on May 15, 2022, Sublessee desires to sublease from Tenant Unit 12 of the Leased Premises.

**NOW THEREFORE**, in consideration of the foregoing Recitals, which expressly hereby made a part of this Agreement, it is hereby agreed by and between the parties as follows:

1. Compliance with West Snow King Studio Master Lease Agreement.  
Sublessee hereby agrees to be subject to and bound by the terms and conditions of the *West Snow King Studio Master Lease Agreement*, and any amendments thereto, between the Town and Tenant, as if Sublessee had entered into and executed that *West Snow King Studio Master Lease Agreement* itself, and said Agreement is incorporated by reference as if fully set forth herein.
2. Governmental Immunity.  
Neither the Town of Jackson or Teton County waives its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
3. Security Deposit On execution of this Agreement, Tenant has deposited with Teton County Eight Hundred Ninety Dollars (\$890.00) as a security deposit, which shall secure the faithful performance by Tenant of the terms of this Agreement. Teton County may but shall not be obligated to apply all or a portion of said deposit on account of Tenants' obligations under this lease Any balance remaining minus cleaning expenses and repairs at the expiration or earlier termination of this Agreement shall be returned to Tenant within thirty (30) days after termination of the Agreement or surrender and acceptance of the Premises or within fifteen (15) days after receipt of Tenant's new mailing address, whichever last occurs. Such Security Deposits shall not bear interest and may be commingled with Teton County funds without penalty. The security deposits shall not constitute prepaid rent. Notwithstanding such security deposits, Tenant shall be liable for any damage to the Premises that exceeds the amount of the deposits.

IN WITNESS WHEREOF, this Agreement shall be effective as of the last date signed below.

**Sublessee**

\_\_\_\_\_  
Sophie Dell'ergo

\_\_\_\_\_  
Date

**Teton County Board of Commissioners (Master Lessee)**

\_\_\_\_\_  
Luther Propst, Vice Chair

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Maureen E. Murphy, Teton County Clerk

\_\_\_\_\_  
Date



**EXHIBIT A**  
**SUBLESSEE AGREEMENT**

This Sublessee Agreement ("**Agreement**") is made between Teton County, ("**Master Lessee**") and Alison Toler, employee of Teton County ("**Sublessee**").

RECITALS

**WHEREAS**, the Town of Jackson ("**Owner**") is the owner of a housing facility located at 400 West Snow King, Jackson Wyoming 83001.

**WHEREAS**, on \_\_\_\_\_, 2022, the Owner and Master Lessee executed the *West Snow King Studio Master Lease Agreement*, pursuant to which Tenant leased from Town real property generally described as Studio Units 12, 16, 17, 18, 19, 22, 23, and 26 ("**Leased Premises**") and, pursuant to which Tenant may sublease said Leased Premises.

**WHEREAS**, on May 20, 2022, Sublessee desires to sublease from Tenant Unit 17 of the Leased Premises.

**NOW THEREFORE**, in consideration of the foregoing Recitals, which expressly hereby made a part of this Agreement, it is hereby agreed by and between the parties as follows:

1. Compliance with West Snow King Studio Master Lease Agreement.  
Sublessee hereby agrees to be subject to and bound by the terms and conditions of the *West Snow King Studio Master Lease Agreement*, and any amendments thereto, between the Town and Tenant, as if Sublessee had entered into and executed that *West Snow King Studio Master Lease Agreement* itself, and said Agreement is incorporated by reference as if fully set forth herein.
2. Governmental Immunity.  
Neither the Town of Jackson or Teton County waives its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
3. Security Deposit On execution of this Agreement, Tenant has deposited with Teton County Eight Hundred Ninety Dollars (\$890.00) as a security deposit, which shall secure the faithful performance by Tenant of the terms of this Agreement. Teton County may but shall not be obligated to apply all or a portion of said deposit on account of Tenants' obligations under this lease Any balance remaining minus cleaning expenses and repairs at the expiration or earlier termination of this Agreement shall be returned to Tenant within thirty (30) days after termination of the Agreement or surrender and acceptance of the Premises or within fifteen (15) days after receipt of Tenant's new mailing address, whichever last occurs. Such Security Deposits shall not bear interest and may be commingled with Teton County funds without penalty. The security deposits shall not constitute prepaid rent. Notwithstanding such security deposits, Tenant shall be liable for any damage to the Premises that exceeds the amount of the deposits.

IN WITNESS WHEREOF, this Agreement shall be effective as of the last date signed below.

**Sublessee**

\_\_\_\_\_  
Alison Toler

\_\_\_\_\_  
Date

**Teton County Board of Commissioners (Master Lessee)**

\_\_\_\_\_  
Luther Propst, Vice Chair

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Maureen E. Murphy, Teton County Clerk

\_\_\_\_\_  
Date





**EXHIBIT A  
SUBLESSEE AGREEMENT**

This Sublessee Agreement ("**Agreement**") is made between Teton County, ("**Master Lessee**") and Emile Lopez, employee of Teton County ("**Sublessee**").

RECITALS

**WHEREAS**, the Town of Jackson ("**Owner**") is the owner of a housing facility located at 400 West Snow King, Jackson Wyoming 83001.

**WHEREAS**, on \_\_\_\_\_, 2022, the Owner and Master Lessee executed the *West Snow King Studio Master Lease Agreement*, pursuant to which Tenant leased from Town real property generally described as Studio Units 12, 16, 17, 18, 19, 22, 23, and 26 ("**Leased Premises**") and, pursuant to which Tenant may sublease said Leased Premises.

**WHEREAS**, on May 29, 2022, Sublessee desires to sublease from Tenant Unit 23 of the Leased Premises.

**NOW THEREFORE**, in consideration of the foregoing Recitals, which expressly hereby made a part of this Agreement, it is hereby agreed by and between the parties as follows:

1. Compliance with West Snow King Studio Master Lease Agreement.  
Sublessee hereby agrees to be subject to and bound by the terms and conditions of the *West Snow King Studio Master Lease Agreement*, and any amendments thereto, between the Town and Tenant, as if Sublessee had entered into and executed that *West Snow King Studio Master Lease Agreement* itself, and said Agreement is incorporated by reference as if fully set forth herein.
2. Governmental Immunity.  
Neither the Town of Jackson or Teton County waives its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
3. Security Deposit On execution of this Agreement, Tenant has deposited with Teton County Eight Hundred Ninety Dollars (\$890.00) as a security deposit, which shall secure the faithful performance by Tenant of the terms of this Agreement. Teton County may but shall not be obligated to apply all or a portion of said deposit on account of Tenants' obligations under this lease Any balance remaining minus cleaning expenses and repairs at the expiration or earlier termination of this Agreement shall be returned to Tenant within thirty (30) days after termination of the Agreement or surrender and acceptance of the Premises or within fifteen (15) days after receipt of Tenant's new mailing address, whichever last occurs. Such Security Deposits shall not bear interest and may be commingled with Teton County funds without penalty. The security deposits shall not constitute prepaid rent. Notwithstanding such security deposits, Tenant shall be liable for any damage to the Premises that exceeds the amount of the deposits.

IN WITNESS WHEREOF, this Agreement shall be effective as of the last date signed below.

**Sublessee**

\_\_\_\_\_  
Emile Lopez

\_\_\_\_\_  
Date

**Teton County Board of Commissioners (Master Lessee)**

\_\_\_\_\_  
Luther Propst, Vice Chair

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Maureen E. Murphy, Teton County Clerk

\_\_\_\_\_  
Date

