

**EMPLOYEE OCCUPANCY AGREEMENT**  
**LARAMIE COUNTY/ Katherine Rhoades**

THIS LEASE AGREEMENT is made and entered into by and between Laramie County, Wyoming 310 West 19<sup>th</sup> Street Suite 300, Cheyenne, Wyoming 82001 (COUNTY) and Katherine Rhoades ("CARETAKER" or "Employee"). The parties agree as follows:

**I. PURPOSE.**

A. Laramie County (hereinafter "COUNTY") is the sole owner of the 876 acre Archer Research Station property, located in Sections 27 and 28 Township 14 North, Range 65 West of the 6<sup>th</sup> PM, Laramie County, Wyoming (hereinafter referred to as the "Archer Property"). COUNTY has or will delegate to the Laramie County Events Department ("Department") the authority to make certain decisions about the use of certain lands and fixtures on the Archer property, including a residential structure for the use of a Department employee hereinafter referred to as "Caretaker" (Hereinafter referred to as "caretaker or employee") The Department intends to use a residential building on the premises (hereinafter "Residence" or "Premises") as a residence for Caretaker who will perform work and services for the Department in its use of certain areas and buildings on the Archer Property. It is part of the Caretaker's job description and requirement that the Caretaker/Employee live on the premises of the Archer Property in order to perform their job functions.

B. County/Department agrees to grant Employee -Caretaker a license to occupy certain premises located at 3901 Archer Hwy, Cheyenne, Wyoming. This license is provided to employee as part of Employee's compensation and is subject to termination at any time after the employment relationship ceases.

**II. TERM**

This Agreement shall commence on the date this Agreement is last executed by the duly authorized representatives of the parties to this and shall remain in full force and effect until terminated as provided herein.

**III. PAYMENT**

A. Employee agrees as follows: to comply with all reasonable rules and regulations governing the premises; to keep said premises in good order and condition as when the same were entered upon excepting ordinary wear and tear; to sublet no part of said premises nor assign this license to occupy to any other person without the written consent of Employer; to otherwise use the premises for the purposes intended by law, ordinance or rule.

B. Employee agrees that occupancy by Employee is **not a tenancy**, but a license to occupy the above premises pursuant to the employment relationship. The occupancy of the

premises by Employee is not entered into by Employer for the purpose of providing housing, but merely as a means to provide services to Employer's customers or constituents. Accordingly, the license to occupy the above premises may be terminated immediately after the employment relationship ceases. A termination of the license to occupy the premises shall be effective three days after service of written notice of termination of the license to occupy the premises.

C. In the event Employee fails to vacate the premises within three days after receipt of notice of termination of the license to occupy the premises, Employer may contact a local law enforcement agency to have the employee removed from the premises.

D. In the event Employee negligently or intentionally damages the premises or its contents or misappropriates the contents, Employee authorizes Employer to deduct any amount due from any paycheck(s) owed by Employer to Employee for any purpose, including the final paycheck, until the full amount is reimbursed to Employer. If deductions fail to satisfy the amount due, Employee authorizes Employer to take such further legal action as necessary to recover the amount outstanding.

**E. NOTHING IN THIS AGREEMENT IS TO BE CONSTRUED AS A CONTRACT OF EMPLOYMENT FOR ANY DEFINITE DURATION OR AS ALTERING THE STATUS OF Employee AS AN "AT WILL" EMPLOYEE**

F. In the event Employer institutes legal action to enforce its rights under this Agreement, Employee shall be liable to Employer for all reasonable costs incurred, including but not limited to attorney's fees.

G. Employee agrees to accept and use the residence "as is" agreeing that COUNTY has made no warranties in regard to safety or conditions of the said residence or its fitness for a particular purpose. Employee, by signature herein, affirms that they have had the opportunity to inspect the premises and found them acceptable and if they have not, to have waived any right to inspect.

H. Employee agrees that COUNTY has the authority to set such restrictions on the use and occupancy of the residence as it in its judgement feels are prudent. Employee agrees and understands that such restrictions or terms are considered to be included in Employees obligations herein.

I. The Employee agrees and understands that the license to occupy the premises shall continue only throughout the duration of the employee's employment. Upon completion of said duties or upon termination of said employment or upon termination or modification of this Agreement or upon violation of the terms of this agreement or failure to comply with any rule the restrictions placed on the use of the residence or to comply with other employment obligations, Employee agrees that they shall vacate the premises of Residence within three (3) days of notice to vacate by COUNTY, Department or their designee. Any failure to vacate said premises may result in COUNTY taking any legal action they, in their discretion, find appropriate to remove Employee and to recoup any losses suffered by reason of Employee's actions or holding over, including the costs of any action necessary for eviction and recovery of damages.

J. To the fullest extent permitted by law, Employee agrees to indemnify and hold harmless COUNTY their elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with the use of the premises and/or in connection with this agreement.

K. Employee agrees and warrants that he/she will commit no waste, damage or other impairment to the Residence, its fixtures or grounds, nor shall employee sublease the premises to any other individual or entity.

L. Employee agrees that no other individual other than Employee, unless specifically authorized by COUNTY shall reside on the premises. Employee agrees and understands that they accept complete responsibility for the actions and/or any claims brought by any invitee of Employee on the premises. Further, employee agrees that they indemnify COUNTY and its employees, elected officials and agents against any claims brought by any invitee of Employee in relation to the premises.

M. Employee shall keep in good repair all structural components of the premises and grounds, exterior and interior walls, floors and ceilings of the premises. Employee shall occupy and use the Residence in a safe and hygienic manner and shall clean said premises to the condition they were in upon termination of this Rental Agreement.

N. Employee shall not use nor occupy the premises or its grounds or any part thereof for any unlawful, or ultra-hazardous purpose. Employee agrees to use the residence in full compliance with all state, federal and local laws, rules and regulations.

O. Employee agrees and acknowledges the use of the Residence is a taxable benefit. Employee further agrees and acknowledges the value of using the Residence is considered a taxable base of seven hundred dollars (\$700.00) per month.

## **VII. GENERAL PROVISIONS**

A. Independent Contractor (omitted)

B. Acceptance Not Waiver: (omitted)

C. Termination: This Agreement may be terminated (a) by COUNTY at any time for failure of the other party to comply with the terms and conditions of this Rental Agreement; (b) by either party, with fifteen (15) days' prior written notice to the other party; (c) upon mutual written agreement by both parties or (d) upon termination of Employee's employment.

D. Entire Agreement: This Agreement (6 pages), and any job description represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

E. Assignment: Neither Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

F. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

G. Invalidity: If any provision of this Rental Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Rental Agreement are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this Rental Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to Employee and to COUNTY in executing this Rental Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Rental Agreement, nor shall it be construed to modify or had any effect on Employees "at will" status.

I. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Rental Agreement because of race, color, gender, creed, handicapping condition, or national origin.

J. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

K. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Rental Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Rental Agreement.

L. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Rental Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Rental Agreement shall operate only between the parties to the Rental Agreement, and shall inure solely to the benefit of the parties to this Rental Agreement.

M. Force Majeure: Neither party shall be liable to perform under this Rental Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

N. Notices: All notices required and permitted under this Rental Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

O. Compliance with Laws: Employee shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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**LARAMIE COUNTY/ Katherine Rhoades**

Signature Page

LARAMIE COUNTY

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chairman, Laramie County Commissioners

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Debra Lee, Laramie County Clerk

EMPLOYEE

By: Katherine Rhoades Date 5/20/22

By: \_\_\_\_\_ Date \_\_\_\_\_

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature] Date 5/23/22  
Laramie County Attorney