

WAITLIST APPLICATION AGREEMENT

By submitting an application to the 2025 Anvil Townhomes Waitlist, I agree to and confirm the following:

1. Application Participation

I acknowledge that I have been informed of the requirements, process, and restrictions related to participating in the Waitlist Application.

2. Waiver, Release, and Indemnification

In consideration of my participation in the 2025 Waitlist Application, and with the understanding that such participation is conditioned upon my execution of this Agreement, I acknowledge and agree as follows:

- The Silverton Housing Authority may, in its sole discretion, remove my application from the Waitlist Drawing for any reason stated in this Agreement.
- I waive any claims I may have as a result of my participation in, or removal from, the Program.
- I agree to indemnify, defend, and hold harmless the Silverton Housing Authority, Town of Silverton, San Juan Development Association, San Juan County, and any legal bodies corporate and/or politic flowing therefrom, including their officers, trustees, directors, agents, representatives, employees, and assigns, against any and all claims, including attorneys' fees and costs, which may arise from my participation in, or removal from, the Program.
- This waiver is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or amendment shall be effective unless set forth in writing and incorporated herein.

3. Documentation Requirements

I agree to provide all documents requested by the Silverton Housing Authority by **March 12, 2025**, including but not limited to:

- Proof of income
- Third-party verified income information
- Any other documents deemed necessary by the Organization

4. Timely Submission of Documents

I agree to supply the required documentation within the timeframe specified by the Organization. Failure to do so may result in immediate removal from the Application, Waitlist Drawing, and/or Waitlist.

5. Verification of Income

I acknowledge that the Organization reserves the right to verify all income information provided. If I fail to meet the income requirements, or if false information is provided, I will be immediately removed from the Application, Waitlist Drawing, and/or Waitlist.

6. Consequences of Non-Compliance

I understand that failure to supply required documentation and/or failure to meet income requirements, as determined by the Organization, will result in immediate removal from the Application, Waitlist Drawing, and/or Waitlist. In such cases, any benefits or privileges associated with the Application will be forfeited, and I will no longer be considered a participant.

7. Modification of Terms

This Agreement constitutes the entire agreement between myself and the Organization regarding the

subject matter herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral. Any modification must be in writing and signed by both parties.

8. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to any choice-of-law or conflict-of-law provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below:

Applicant: By: _____ [Applicant's Signature]

Print Full Name: _____ [Applicant's Name]

Date: _____

STATE OF COLORADO)

) SS.

SAN JUAN COUNTY)

Sworn to, before me, by _____, on the ____ day of _____, 20____.

WITNESS my hand and official seal.

My commission expires _____. Notary Public Signature: _____

(NOTARY SEAL).