



Town of Grand Lake Board of Trustees Workshop & Meeting

The Town of Grand Lake upholds the Six Pillars of Character: Citizenship, Trustworthiness, Respect, Responsibility, Fairness and Caring

January 27, 2020 – Work Session 5:00 PM

1. Call to Order
2. Roll Call
3. Conflicts of Interest
4. Delegation – None
5. Grand Lake Center – February events update (**PgW2**)
6. Manager - Manager Goals (**PgW3**), Grand Lake Center Lease Review (**PgW5**), Future Workshop Schedule
7. Trustee Topics – (TW) Town leases, operations of Grand Lake Center, STR Regulations, Pay As You Throw Trash Facilities

January 27, 2020 – Evening Meeting 7:30 PM

- A. Call to Order
- B. Pledge of Allegiance
- C. Announcements – Turn off cell phones and sign-in at the entrance
- D. Roll Call
- E. Conflicts of Interest
- F. Unscheduled Public Comments
- G. Town Clerk – Approval of Board of Trustee meeting minutes 10-28-2019 and 1-13-2020 (**PgE2**)
- H. Town Clerk – Intergovernmental Agreement with Grand County for 2020 Municipal Election (**PgE11**)
- I. Financial Review – Grand Lake Revenue & Expenditures Summaries dated 10/31/19, 11/30/19 and 12/31/19 (**PgE15**), Grand Lake cash and investment account balances as of December 31, 2019 (**PgE21**), sales tax cash flow reports (**PgE61**)
- J. Manager – NV5 Change Order Request (**PgE67**)
- K. Ordinance – 1-2020 Short Term Rental (Nightly Rental) regulations (**PgE71**)
- L. Ordinance – 2-2020 Planning Commission Membership (**PgE75**)
- M. Resolution – 3-2020 Parking in lieu of fees (**PgE78**)
- N. Executive Session – **For discussion of a personnel matter, under C.R.S. Section 24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees**
- O. Mayors Report
- P. Adjourn Meeting

Statement of Purpose: Workshops are held in the afternoon prior to each Board of Trustee meeting. Workshops are conducted:

- 1) To insure that the Board Members have adequate information and background to make informed decisions on various items.
- 2) To provide the Trustees with a forum to frame emerging issues and to discuss potential alternatives to address these issues.
- 3) To learn about important events affecting the Town and to provide a chance for citizens to bring “for your information” items to the Trustees.
- 4) To make efficient and effective use of citizens time at Board meetings but allow citizens time to make their comments known in a recorded meeting.

Grand Lake Center Updates 1/27/2020

Upcoming Events:

- Jan. 29 - New Pilates class starts – Wednesdays 6-7pm
- Feb. 1-3 – Drone event
- Feb. 1 – Winter Carnival teapot curling
- Feb. 7 – CO Dept. of Education executive function
- Feb. 9 – Community Church of the Rockies potluck dinner
- Feb. 15 – 4-6pm Rotary Bingo, 5:30pm Women's Club soup dinner, 6-8pm Night Skate
- Feb. 18-March 10 – Winter Writer's Group, hosted by the Town/Creative District
- Feb. 29 – Cabaret performance, hosted by the Town/Creative District



Date: January 27, 2020

To: Mayor Peterson and the Board of Trustees

From: John Crone, Town Manager

Re: Town Manager Goals for 2020

Ongoing

- 1) Investigate proposals and recommendations from the Board of Trustees
- 2) Ensure compliance with the approved budget
- 3) Establish and maintain good working relationships with local organizations and non-profits (including the Grand Lake Chamber, Rec District)
- 4) Establish and maintain good working relationships with other governmental organizations
- 5) Ensure that Town staff provides a high level of service to our citizens and visitors
- 6) Ensure that all grants received by the town are properly monitored and reported
- 7) Ensure that all staff (including manager) receives proper education and training
- 8) Identify and procure outside funding sources for Town projects

Three Months

Staff

- 1) Create a stronger sense of Team among current Town employees
- 2) Completely fill all vacant staff positions
- 3) Update SOPs and daily/weekly schedule outlines for all employees

Board of Trustees

- 1) Ensure a fair and transparent election for open Board seats
- 2) Provide necessary policies to ensure a smooth transition for new Board members
- 3) Establish practices that ensure Board members are aware of all upcoming meetings, events, and issues

Projects

- 1) Ensure that Streetscape Park Avenue phase will be construction ready by this summer's building season
- 2) Keep Vision 2020, Grand Lake Comprehensive Plan on schedule for an August completion
- 3) Work with Heart & Soul to complete the project
- 4) Continue working with Art Space/Space to Create
- 5) Finalize completion of West Portal Road bridge

P.O. BOX 99, GRAND LAKE, COLORADO 80447-0099

PH. 970/627-3435

FAX 970/627-9290

E-MAIL: town@townofgrandlake.com



Six Months

Staff

- 1) Establish work schedules that optimize coverage across all departments
- 2) Continue team building practices
- 3) Finalize job descriptions and pay ranges

Board of Trustees

- 1) Establish recruitment and training program for citizen participation
- 2) Conduct strategic visioning retreat
- 3) Create annual schedule for workshop items

Projects

- 1) Continue supervision of Streetscape Park Ave.
- 2) Continue supervision of Vision 2020
- 3) Continue supervision of Art Space/Space to Create
- 4) Create GLC Vision and Goals Plan

One Year

Staff

- 1) Complete timely reviews
- 2) Review efficacy of 2020 benefit changes

Board of Trustees

- 1) Establish annual training schedule
- 2) Review roles and duties on various boards and commissions

Projects

- 1) Start capital assets management and maintenance plan
- 2) Finalize capital plan
- 3) Wrap up Streetscape Park Ave.; Vision 2020; Heart & Soul
- 4) Continue supervision of Art Space/Space to Create
- 5) Town Marshall
- 6) GLC action plan
- 7) Snowmobile Trail



To: Grand Lake Board of Trustees
From: John Crone, Town Manager
RE: GLC Leases
Date: January 27, 2020

Background

Various members of the Board of Trustees have requested copies of all leases for the Grand Lake Center. The following represent all of the leases and use agreements currently in place excepting the modular leases that were approved at the December 9, 2019 meeting.

GRAND LAKE CENTERFACILITY APPLICATION & USER AGREEMENT

According to the use policies for Town of Grand Lake public facilities and structures (outlined by Resolution), any group or governmental entity (User) desiring to use public facilities and structures shall comply with the terms of the Resolution. The following information is required for this application and use agreement:

User Group Name Total Body Fitness
Group Point of Contact Crystal Myers
Mailing Address PO Box 15602, GL CO 80447
Phone Number 303-710-5815 Email totalbodyfitness@gmail.com

Is this group a Government, Non Profit, or Special District? Y ☒ N

Is this a reoccurring event? ☒ Y N

For Profit Function? ☒ Y N

Will you have significant trash accumulation (more than one 30 gallon trashcan)? Y ☒ N

Event name or use Total Body Fitness & Senior Fit

Dates and Times (please include set up and clean up time): Tue, Thur, SAT, 9-10
9-11

Brief Description of Venue Needs including number of rooms, preferred room choice if any, number of attendees, total tables and chairs, podium, A/V, piano, Auditorium drapes, other special requests etc.

5 hours weekly use of group fitness room
depending on attendance or holidays
exceptions.

For Office Use Only

Application Date: 3/29/19 Event Date: T, Th, SA Room Assigned: Fitness room
year round
Deposit Amt: \$ — Date Pd: — Ck #: —
Rental Fees: \$ 8 hr Date Pd: monthly Ck #: — pay monthly
Key Card #: — Date Returned: — Deposit Returned: \$ — Date: —



Please identify all businesses including phone number that will be providing services to your event such as caterers, music services, rental companies, and delivery services:

ALCOHOL: For private events, alcohol may be provided, but not sold. Guest lists for private events must be available upon request. If alcohol will be sold at your event, a liquor license must be purchased at Town Hall prior to the event. Please contact Grand Lake Town Hall at 970-627-3435 for liquor license arrangements.

I have read and will abide by the Alcohol Policy: _____

PAYMENT POLICY: Deposit is due at time of reservation. Full Payment is due prior to time of rental.

CANCELATION POLICY: If for any reason you need to cancel your event, the policy is as follows. You may reschedule or cancel your event with no penalty up to 14 days prior to the event. Please let us know as soon as possible if you need to reschedule. If the event is canceled or rescheduled within 14 days prior to the event, there will be a \$100 cancellation/rescheduling fee for the gym and a \$10 cancellation/rescheduling fee for room rentals. Full charge will be applied if you cancel or do not show up on the day of the event.

By my signature, I and my organization (User) hereby acknowledge to have received a copy of the Town of Grand Lake resolution of policies for the Grand Lake Center. I have also read and understand the payment and cancellation policies and agree to the terms and conditions of this agreement.

Signature: Crystal Myers Date: 3/29/19

WAIVER OF LIABILITY, INDEMNIFICATION AND HOLD HARMLESS CLAUSE: By my signature, I agree and understand that the Town of Grand Lake/Grand Lake Center is not responsible for the actions, activities or property of Users using the Grand Lake Center facility and hereby, for myself and the user group I represent, I release and absolve the Town of Grand Lake and Grand Lake Center from any liability associated with those actions, activities and/or property described herein this agreement. I further indemnify and hold harmless the Town of Grand Lake/Grand Lake Center from and all claims arising out of our use of the premises; including costs associated with cleaning and waste removal as well as all costs and attorney's fees incurred in collecting for damages to the Grand Lake Center or defending against claims of users or users invitees.

Signature: Crystal Myers Date: 3/29/19



GRAND LAKE CENTER

FACILITY APPLICATION & USER AGREEMENT

According to the use policies for Town of Grand Lake public facilities and structures (outlined by Resolution), any group or governmental entity (User) desiring to use public facilities and structures shall comply with the terms of the Resolution. The following information is required for this application and use agreement:

User Group Name Lisa Turan Yoga

Group Point of Contact Lisa Turan

Mailing Address P.O. Box 963 Grand Lake, CO 80447

Phone Number 970-531-2274 Email lisa@lisaturan.com

Is this group a Government, Non Profit, or Special District? N

Is this a reoccurring event? Y

For Profit Function? Y

Will you have significant trash accumulation (more than one 30 gallon trashcan)? Y

Event name or use Gentle Stability and Flow Yoga

Dates and Times (please include set up and clean up time): Wed & Friday @ 9am

Brief Description of Venue Needs including number of rooms, preferred room choice if any, number of attendees, total tables and chairs, podium, A/V, piano, Auditorium drapes, other special requests etc. Please see the Grand Lake Center Rate Sheet Matrix for full rental and add-on prices and deposits.

2 hours weekly use of group fitness room

*In addition to regular classes, Lisa will call to schedule room use for private yoga sessions

For Office Use Only

Application Date: 5/15/19 Event Date: July-Dec Room Assigned: fit room
Deposit Amt: \$ Date Pd: Ck #:
Rental Fees: \$ 8hr Date Pd: Ck #: pay monthly
Key Card #: Date Returned: Deposit Returned: \$ Date:



Please identify all businesses including phone number that will be providing services to your event such as caterers, music services, rental companies, and delivery services:

ALCOHOL: For private events, alcohol may be provided, but not sold. Guest lists for private events must be available upon request. If alcohol will be sold at your event, a liquor license must be purchased at Town Hall prior to the event. Please contact Grand Lake Town Hall at 970-627-3435 for liquor license arrangements.

I have read and will abide by the Alcohol Policy: LT

PAYMENT POLICY: Deposit is due at time of reservation. Full Payment is due prior to time of rental.

CANCELATION POLICY: If for any reason you need to cancel your event, the policy is as follows. You may reschedule or cancel your event with no penalty up to 14 days prior to the event. Please let us know as soon as possible if you need to reschedule. If the event is canceled or rescheduled within 14 days prior to the event, there will be a \$100 cancellation/rescheduling fee for the gym and a \$10 cancellation/rescheduling fee for room rentals. Full charge will be applied if you cancel or do not show up on the day of the event.

By my signature, I and my organization (User) hereby acknowledge to have received at copy of the Town of Grand Lake resolution of policies for the Grand Lake Center. I have also read and understand the payment and cancellation policies and agree to the terms and conditions of this agreement.

Signature: _____

Date: _____

WAIVER OF LIABILITY, INDEMNIFICATION AND HOLD HARMLESS CLAUSE: By my signature, I agree and understand that the Town of Grand Lake/Grand Lake Center is not responsible for the actions, activities or property of Users using the Grand Lake Center facility and hereby, for myself and the user group I represent, I release and absolve the Town of Grand Lake and Grand Lake Center from any liability associated with those actions, activities and/or property described herein this agreement. I further indemnify and hold harmless the Town of Grand Lake/Grand Lake Center from and all claims arising out of our use of the premises; including costs associated with cleaning and waste removal as well as all costs and attorney's fees incurred in collecting for damages to the Grand Lake Center or defending against claims of users or users invitees.

Signature: _____

Date: _____



FACILITY APPLICATION & USER AGREEMENT

According to the use policies for Town of Grand Lake public facilities and structures (outlined by Resolution), any group or governmental entity (User) desiring to use public facilities and structures shall comply with the terms of the Resolution. The following information is required for this application and use agreement:

Application Date: 10/31/2019 Event Name: Training
Event Date and Time (including setup/cleanup): 3:00 pm - 7:00 pm Nov 17, 2019 Jan 12, 2020
Dec 8, 2019 Feb 9, 2020
Contact Name: Johan Knies Phone: 970-531-2789 March 8, 2020
April 5, 2020
Email: celgrandlake@hotmail.com
Number of Attendees: 35

Is this group a Government, Non Profit, or Special District? ☒ Y ☐ N

Is this a reoccurring event? ☒ Y ☐ N

Is this a For-Profit Function? ☐ Y ☒ N

Will you have significant trash accumulation (more than one 30 gallon trashcan)? ☐ Y ☒ N

Brief description of venue needs, including preferred room choice, table/chair layout, special requests, etc. Please see the Grand Lake Center Rate Sheet for pricing details and add-ons:

Double room, round tables & chairs

Please identify all businesses including phone number that will be providing services to your event such as caterers, music services, rental companies, and delivery services:

n/a

For Office Use Only

Application Date: 10/31/19 Event Date: _____ Room Assigned: Dbl Rm
Deposit Amt: \$ N/A Date Pd: _____ Ck #: _____
Rental Fees: \$ _____ Date Pd: _____ Ck #: _____
Key Card #: _____ Date Returned: _____ Deposit Returned: \$ _____ Date: _____

GRAND LAKE CENTERFACILITY APPLICATION & USER AGREEMENT

According to the use policies for Town of Grand Lake public facilities and structures (outlined by Resolution), any group or governmental entity (User) desiring to use public facilities and structures shall comply with the terms of the Resolution. The following information is required for this application and use agreement:

User Group Name GRAND PHOTO GUILD

Group Point of Contact Mike Long

Mailing Address _____

Phone Number _____ Email _____

Is this group a Government, Non Profit, or Special District? Y ☒ N

Is this a reoccurring event? Y ☒ N

For Profit Function? Y ☐ N ☒

Event name or use MONTHLY Mtg

Trash removal not provided, I will: Take with _____ Pay as you throw (PAYT)

PAYT bags available for sale: \$3 for 25 gal or \$5 for 40 gal Bags needed: _____

Please check which room(s) you would like to rent:

____ Gym Full Day \$400/\$200NP

____ Gym ½ Day \$200/\$100NP

☒ Room Rental Hourly \$10/¹³~~\$5~~NP

____ Conference Room Hourly \$5

____ Carpet & Draping Gym \$300/\$150

Date(s) & Time(s) of rental: 3/20/19

ATT ROOM 900-1100 (+2 hours per 3/19)

No. of Attendees: 15

Other needs: ~~XXXX~~

Damage Deposit/Key Deposit

Gym \$300 _____ Room \$50 _____ Key \$10 _____

For Office Use Only

Application Date: 3/19 Event Date: 3/20 Room Assigned: A-1

Deposit Amt: \$ N/A Date Pd: _____ Ck #: _____

Rental Fees: \$ 16 Date Pd: 7/19 Ck #: _____

Key Card #: N/A Date Returned: _____ Deposit Returned: \$ _____ Date: _____

pay Quarterly



Please identify all businesses including phone number that will be providing services to your event such as caterers, music services, rental companies, and delivery services:

ALCOHOL: For private events, alcohol may be provided in the Gymnasium or Social Lounge areas only. If alcohol will be sold at your event, a liquor license must be purchased at Town Hall prior to the event. Please contact Grand Lake Town Hall at 970-627-3435 for liquor license arrangements.

PAYMENT POLICY: Deposit is due at time of reservation. Full Payment is due prior to time of rental.

CANCELATION POLICY: If for any reason you need to cancel your event, the policy is as follows. You may reschedule or cancel your event with no penalty up to 14 days prior to the event. Please let us know as soon as possible if you need to reschedule. If the event is canceled or rescheduled within 14 days prior to the event, there will be a \$100 cancellation/rescheduling fee for the gym and a \$10 cancellation/rescheduling fee for room rentals. Full charge will be applied if you cancel or do not show up on the day of the event.

By my signature, I and my organization (User) hereby acknowledge to have received a copy of the Town of Grand Lake resolution of policies for the Grand Lake Center. I have also read and understand the payment and cancellation policies and agree to the terms and conditions of this agreement.

Signature: Neal Gross Date: 3/19/19

WAIVER OF LIABILITY, INDEMNIFICATION AND HOLD HARMLESS CLAUSE: By my signature, I agree and understand that the Town of Grand Lake/Grand Lake Center is not responsible for the actions, activities or property of Users using the Grand Lake Center facility and hereby, for myself and the user group I represent, I release and absolve the Town of Grand Lake and Grand Lake Center from any liability associated with those actions, activities and/or property described herein this agreement. I further indemnify and hold harmless the Town of Grand Lake/Grand Lake Center from and all claims arising out of our use of the premises; including costs associated with cleaning and waste removal as well as all costs and attorney's fees incurred in collecting for damages to the Grand Lake Center or defending against claims of users or users invitees.

Signature: Neal Gross Date: 3/19/19

GRAND LAKE CENTERFACILITY APPLICATION & USER AGREEMENT

According to the use policies for Town of Grand Lake public facilities and structures (outlined by Resolution), any group or governmental entity (User) desiring to use public facilities and structures shall comply with the terms of the Resolution. The following information is required for this application and use agreement:

User Group Name Zen Jen Wellness

Group Point of Contact Jennifer Broker

Mailing Address 837 Troy St., Aurora, CO 80011

Phone Number 720-940-7776 Email jensmobilemassage@hotmail.com

Is this group a Government, Non Profit, or Special District? Y ☒ N

Is this a reoccurring event? ☒ Y N

For Profit Function? ☒ Y N

Will you have significant trash accumulation (more than one 30 gallon trashcan)? Y ☒ N

Event name or use Ongoing yoga classes

Dates and Times (please include set up and clean up time): Mondays 10:00 a.m.

Brief Description of Venue Needs including number of rooms, preferred room choice if any, number of attendees, total tables and chairs, podium, A/V, piano, Auditorium drapes, other special requests etc. Please see the Grand Lake Center Rate Sheet Matrix for full rental and add-on prices and deposits.

May 27 - Sept. 2nd (-7/1/19)
Group Fitness Class 5-10 Attendees

For Office Use Only			
Application Date: <u>4/13/19</u>	Event Date: <u>Starts end of May</u>	Room Assigned: <u>Fitness</u>	
Deposit Amt: \$ <u> </u>	Date Pd: <u> </u>	Ck #: <u> </u>	
Rental Fees: \$ <u>5/hr</u>	Date Pd: <u> </u>	Ck #: <u> </u>	<u>pay per class</u>
Key Card #: <u> </u>	Date Returned: <u> </u>	Deposit Returned: \$ <u> </u>	Date: <u> </u>



Please identify all businesses including phone number that will be providing services to your event such as caterers, music services, rental companies, and delivery services:

ALCOHOL: For private events, alcohol may be provided, but not sold. Guest lists for private events must be available upon request. If alcohol will be sold at your event, a liquor license must be purchased at Town Hall prior to the event. Please contact Grand Lake Town Hall at 970-627-3435 for liquor license arrangements.

I have read and will abide by the Alcohol Policy: JB

PAYMENT POLICY: Deposit is due at time of reservation. Full Payment is due prior to time of rental.

CANCELLATION POLICY: If for any reason you need to cancel your event, the policy is as follows. You may reschedule or cancel your event with no penalty up to 14 days prior to the event. Please let us know as soon as possible if you need to reschedule. If the event is canceled or rescheduled within 14 days prior to the event, there will be a \$100 cancellation/rescheduling fee for the gym and a \$10 cancellation/rescheduling fee for room rentals. Full charge will be applied if you cancel or do not show up on the day of the event.

By my signature, I and my organization (User) hereby acknowledge to have received a copy of the Town of Grand Lake resolution of policies for the Grand Lake Center. I have also read and understand the payment and cancellation policies and agree to the terms and conditions of this agreement.

Signature: Jim Boh

Date: 4-13-19

WAIVER OF LIABILITY, INDEMNIFICATION AND HOLD HARMLESS CLAUSE: By my signature, I agree and understand that the Town of Grand Lake/Grand Lake Center is not responsible for the actions, activities or property of Users using the Grand Lake Center facility and hereby, for myself and the user group I represent, I release and absolve the Town of Grand Lake and Grand Lake Center from any liability associated with those actions, activities and/or property described herein this agreement. I further indemnify and hold harmless the Town of Grand Lake/Grand Lake Center from and all claims arising out of our use of the premises; including costs associated with cleaning and waste removal as well as all costs and attorney's fees incurred in collecting for damages to the Grand Lake Center or defending against claims of users or users invitees.

Signature: Jim Boh

Date: 4-13-19



FACILITY APPLICATION & USER AGREEMENT

According to the use policies for Town of Grand Lake public facilities and structures (outlined by Resolution), any group or governmental entity (User) desiring to use public facilities and structures shall comply with the terms of the Resolution. The following information is required for this application and use agreement:

Application Date: 1/1/19 Event Name: Rotary Club of GL

Event Date and Time (including setup/cleanup): Every other Tuesday 9am

Contact Name: Mark Mix Phone: 209-543-4494

Email: Slabeeemix@yahoo.com

Number of Attendees: 20

Is this group a Government, Non Profit, or Special District? ☒ Y ☐ N

Is this a reoccurring event? ☒ Y ☐ N

Is this a For-Profit Function? ☐ Y ☒ N

Will you have significant trash accumulation (more than one 30 gallon trashcan)? ☐ Y ☒ N

Brief description of venue needs, including preferred room choice, table/chair layout, special requests, etc. Please see the Grand Lake Center Rate Sheet for pricing details and add-ons:

1 hour, every other week and occasional
special events as needed

Please identify all businesses including phone number that will be providing services to your event such as caterers, music services, rental companies, and delivery services:

For Office Use Only

Application Date: 1/1/19 Event Date: 2nd + 4th T Room Assigned: Room 1

Deposit Amt: \$ — Date Pd: — Ck #: — Pay Quarterly

Rental Fees: \$ 8/hr Date Pd: 12 Ck #: —

Key Card #: — Date Returned: — Deposit Returned: \$ — Date: —

GRAND LAKE CENTERFACILITY APPLICATION & USER AGREEMENT

According to the use policies for Town of Grand Lake public facilities and structures (outlined by Resolution), any group or governmental entity (User) desiring to use public facilities and structures shall comply with the terms of the Resolution. The following information is required for this application and use agreement:

User Group Name Moving Mountains Dog Training
Group Point of Contact Heather Lines
Mailing Address PO Box 1498 Grand Lake, CO 80447
Phone Number 303-641-3516 Email info@movingmountainsdogtraining.com
Is this group a Government, Non Profit, or Special District? Y ☒ N
Is this a reoccurring event? ☒ Y N
For Profit Function? Y ☒ N
Will you have significant trash accumulation (more than one 30 gallon trashcan)? Y ☒ N
Event name or use Basic through advanced dog obedience
Dates and Times (please include set up and clean up time): _____

Brief Description of Venue Needs including number of rooms, preferred room choice if any, number of attendees, total tables and chairs, podium, A/V, piano, Auditorium drapes, other special requests etc.
Please see the Grand Lake Center Rate Sheet Matrix for full rental and add-on prices and deposits.

Mondays 5-6:30 May 20-June 17 ^{Beginning}
Intermediate June 24-July 22
Advanced July 29-Aug 26

\$16/hour \$16/day x 15 days = 240

For Office Use Only			
Application Date: <u>4/16</u>	Event Date: <u>5/20</u>	Room Assigned: <u>outside</u>	
Deposit Amt: \$ <u>30</u>	Date Pd: <u>4/16</u>	Ck #: <u>1099</u>	
Rental Fees: \$ <u>240</u>	Date Pd: <u>5/15</u>	Ck #: <u>1020</u>	
Key Card #: _____	Date Returned: _____	Deposit Returned: \$ _____	Date: _____



Please identify all businesses including phone number that will be providing services to your event such as caterers, music services, rental companies, and delivery services:

MMDT

ALCOHOL: For private events, alcohol may be provided, but not sold. Guest lists for private events must be available upon request. If alcohol will be sold at your event, a liquor license must be purchased at Town Hall prior to the event. Please contact Grand Lake Town Hall at 970-627-3435 for liquor license arrangements.

I have read and will abide by the Alcohol Policy: X

PAYMENT POLICY: Deposit is due at time of reservation. Full Payment is due prior to time of rental.

CANCELATION POLICY: If for any reason you need to cancel your event, the policy is as follows. You may reschedule or cancel your event with no penalty up to 14 days prior to the event. Please let us know as soon as possible if you need to reschedule. If the event is canceled or rescheduled within 14 days prior to the event, there will be a \$100 cancellation/rescheduling fee for the gym and a \$10 cancellation/rescheduling fee for room rentals. Full charge will be applied if you cancel or do not show up on the day of the event.

By my signature, I and my organization (User) hereby acknowledge to have received a copy of the Town of Grand Lake resolution of policies for the Grand Lake Center. I have also read and understand the payment and cancellation policies and agree to the terms and conditions of this agreement.

Signature: Heather Lures Date: 4-16-19

WAIVER OF LIABILITY, INDEMNIFICATION AND HOLD HARMLESS CLAUSE: By my signature, I agree and understand that the Town of Grand Lake/Grand Lake Center is not responsible for the actions, activities or property of Users using the Grand Lake Center facility and hereby, for myself and the user group I represent, I release and absolve the Town of Grand Lake and Grand Lake Center from any liability associated with those actions, activities and/or property described herein this agreement. I further indemnify and hold harmless the Town of Grand Lake/Grand Lake Center from and all claims arising out of our use of the premises; including costs associated with cleaning and waste removal as well as all costs and attorney's fees incurred in collecting for damages to the Grand Lake Center or defending against claims of users or users invitees.

Signature: Heather Lures Date: 4-16-19

GRAND LAKE CENTERFACILITY APPLICATION & USER AGREEMENT

According to the use policies for Town of Grand Lake public facilities and structures (outlined by Resolution), any group or governmental entity (User) desiring to use public facilities and structures shall comply with the terms of the Resolution. The following information is required for this application and use agreement:

User Group Name Grand Lake Creative District

Group Point of Contact Mike Long / D. Ann Butler

Mailing Address P O Box

Phone Number 970-531-1343 Email dbutler@co.grand.co.us

Is this group a Government, Non Profit, or Special District? ☒ Y ☐ N

Is this a reoccurring event? ☒ Y ☐ N

For Profit Function? Y ☒ N

Will you have significant trash accumulation (more than one 30 gallon trashcan)? Y ☒ N

Event name or use Colorful Creative

Dates and Times (please include set up and clean up time): First + Wed every month
2-4 pm

Brief Description of Venue Needs including number of rooms, preferred room choice if any, number of attendees, total tables and chairs, podium, A/V, piano, Auditorium drapes, other special requests etc.

Please see the Grand Lake Center Rate Sheet Matrix for full rental and add-on prices and deposits.

- Regular setup in Rotary Room occasional A/V needs
- emailed 6/5 to inform 10/2 day unavailable - contact Sept. to Remind
- Invoice quarterly

For Office Use Only			
Application Date: <u>6/5/19</u>	Event Date: <u>1st Wed. 2019</u>	Room Assigned: <u>Rotary</u>	
Deposit Amt: \$ <u>N/A</u>	Date Pd: _____	Ck #: _____	
Rental Fees: \$ <u>16/day</u>	Date Pd: _____	Ck #: _____	
Key Card #: _____	Date Returned: _____	Deposit Returned: \$ _____	Date: _____

Grand Lake Center Lead Interest Form

Contact Name: DiAnn Butler

Phone: _____ Email: _____

First Contact Date: _____ Call Back/Email Date: _____

Event Date: 1st & 3rd Mondays Event Times: 8³⁰ - 10 amEvent Name: GLCD Board meetingsNo. Attendees: 710

Room Info:

Rotary

Additional Rentals (tables, chairs, a/v, carpet):

Notes:

Mon. 8/19 - 830 - 930
9/9 -
9/16



Please identify all businesses including phone number that will be providing services to your event such as caterers, music services, rental companies, and delivery services:

ALCOHOL: For private events, alcohol may be provided, but not sold. Guest lists for private events must be available upon request. If alcohol will be sold at your event, a liquor license must be purchased at Town Hall prior to the event. Please contact Grand Lake Town Hall at 970-627-3435 for liquor license arrangements.

I have read and will abide by the Alcohol Policy: DB

PAYMENT POLICY: Deposit is due at time of reservation. Full Payment is due prior to time of rental.

CANCELATION POLICY: If for any reason you need to cancel your event, the policy is as follows. You may reschedule or cancel your event with no penalty up to 14 days prior to the event. Please let us know as soon as possible if you need to reschedule. If the event is canceled or rescheduled within 14 days prior to the event, there will be a \$100 cancellation/rescheduling fee for the gym and a \$10 cancellation/rescheduling fee for room rentals. Full charge will be applied if you cancel or do not show up on the day of the event.

By my signature, I and my organization (User) hereby acknowledge to have received a copy of the Town of Grand Lake resolution of policies for the Grand Lake Center. I have also read and understand the payment and cancellation policies and agree to the terms and conditions of this agreement.

Signature:  Date: 6/5/19

WAIVER OF LIABILITY, INDEMNIFICATION AND HOLD HARMLESS CLAUSE: By my signature, I agree and understand that the Town of Grand Lake/Grand Lake Center is not responsible for the actions, activities or property of Users using the Grand Lake Center facility and hereby, for myself and the user group I represent, I release and absolve the Town of Grand Lake and Grand Lake Center from any liability associated with those actions, activities and/or property described herein this agreement. I further indemnify and hold harmless the Town of Grand Lake/Grand Lake Center from and all claims arising out of our use of the premises; including costs associated with cleaning and waste removal as well as all costs and attorney's fees incurred in collecting for damages to the Grand Lake Center or defending against claims of users or users invitees.

Signature:  Date: 6/5/19



GRAND LAKE CENTER

FACILITY APPLICATION & USER AGREEMENT

According to the use policies for Town of Grand Lake public facilities and structures (outlined by Resolution), any group or governmental entity (User) desiring to use public facilities and structures shall comply with the terms of the Resolution. The following information is required for this application and use agreement:

User Group Name Creative District

Group Point of Contact Mike Long

Mailing Address P.O. Box 25

Phone Number 970-688-1403 Email mileong49@yahoo.com

Is this group a Government, Non Profit, or Special District? ☒ Y ☐ N

Event name or use Monthly meetings

Is this a reoccurring event? ☒ Y ☐ N monthly

For Profit Function? Y ☒ N

If Yes, do you have a Grand Lake Business or Peddlers License? Y ☐ N ☒ N/A

Dates and Times of Rental including set up and tear down time: 2-4 pm

No. of Attendees: 10-20 No. of Tables/Chairs Needed: _____

Tables and chairs distributed on a first-to-reserve basis. Ask us about availability when you make your reservation.

#	Grand Lake Center Venue Fees	2019	2019 Grand Co and NonProfit
2 nd	Hourly Rate Room Rental - Includes up to 6 tables and 30 chairs as available, Wi-Fi	\$ 14.00	x2 ✓ \$ 8.00
	Hourly Rate Large Room Rental (available late 2019) Includes up to 8 tables and 50 chairs as available, Wi-Fi	\$ 24.00	\$ 15.00
	Half Day Auditorium Rental Includes up to 8 tables and 50 chairs as available, Wi-Fi	\$ 200.00	\$ 100.00
	Full Day Auditorium Rental, Tables, Chairs, Wi-Fi	\$ 400.00	\$ 200.00
✓	Room Damage/Cleaning Deposit	\$ 50.00	\$ 50.00
	Auditorium Damage/Cleaning Deposit	\$ 200.00	\$ 200.00
	4 hours Business Center Per Person	\$ 5.00	\$ 5.00
	Carpet & Ceiling Drapes Set Up and Tear Down	\$ 300.00	\$ 300.00
	Optional Additional Equipment Rentals	2019 Add On to Rental	
	Table Rental - Per Table		\$ 4.00
	Chair Rental - Per Chair		\$ 2.00
	Tablecloth Rental		\$ 8.00
	Projector Rental - Daily Fee		\$ 15.00
	Projector Damage Deposit - Per Use		\$ 100.00
	Piano Rental for Event - Day Rate		\$ 25.00
	Podium		Free

For Office Use Only	
Application Date:	2/3/18
Event Date:	1/9/19 + monthly
Room Assigned:	Rotary
Deposit Amt:	\$ 50
Date Pd:	Ck #:
Rental Fees:	\$ 16/mo.
Date Pd:	Ck #:
Key Card #:	N/A
Date Returned:	N/A
Deposit Returned:	\$
Date:	



Please identify all businesses including phone number that will be providing services to your event such as caterers, music services, rental companies, and delivery services:

ALCOHOL: For private events, alcohol may be provided in the Gymnasium or Social Lounge areas only. If alcohol will be sold at your event, a liquor license must be purchased at Town Hall prior to the event. Please contact Grand Lake Town Hall at 970-627-3435 for liquor license arrangements. **Initial:** MSJ

PAYMENT POLICY: Deposit is due at time of reservation. Full Payment is due prior to time of rental.

CANCELATION POLICY: If for any reason you need to cancel your event, the policy is as follows. You may reschedule or cancel your event with no penalty up to 14 days prior to the event. Please let us know as soon as possible if you need to reschedule. If the event is canceled or rescheduled within 14 days prior to the event, there will be a \$100 cancellation/rescheduling fee for the gym and a \$10 cancellation/rescheduling fee for room rentals. Full charge will be applied if you cancel or do not show up on the day of the event.

By my signature, I and my organization (User) hereby acknowledge to have received at copy of the Town of Grand Lake resolution of policies for the Grand Lake Center. I have also read and understand the payment and cancellation policies and agree to the terms and conditions of this agreement.

Signature: MR Long Date: 12/31/18

WAIVER OF LIABILITY, INDEMNIFICATION AND HOLD HARMLESS CLAUSE: By my signature, I agree and understand that the Town of Grand Lake/Grand Lake Center is not responsible for the actions, activities or property of Users using the Grand Lake Center facility and hereby, for myself and the user group I represent, I release and absolve the Town of Grand Lake and Grand Lake Center from any liability associated with those actions, activities and/or property described , herein this agreement. I further indemnify and hold harmless the Town of Grand Lake/Grand Lake Center from and all claims arising out of our use of the premises; including costs associated with cleaning and waste removal as well as all costs and attorney's fees incurred in collecting for damages to the Grand Lake Center or defending against claims of users or users invitees.

Signature: MR Long Date: 12/31/18



FACILITY APPLICATION & USER AGREEMENT

According to the use policies for Town of Grand Lake public facilities and structures (outlined by Resolution), any group or governmental entity (User) desiring to use public facilities and structures shall comply with the terms of the Resolution. The following information is required for this application and use agreement:

Application Date: 1/1/19 - 1/1/20 Event Name: Community Church of the Rockies

Event Date and Time (including setup/cleanup): Sundays 8A - 12pm 1/1/19 - 1/1/20

Contact Name: Johan & Kate Knies Phone: 970-531-2789

Email: communitychurchoftherockies@gmail.com

Number of Attendees: 50 - 70

Is this group a Government, Non Profit, or Special District? ☒ Y ☐ N

Is this a reoccurring event? ☒ Y ☐ N

Is this a For-Profit Function? ☐ Y ☒ N

Will you have significant trash accumulation (more than one 30 gallon trashcan)? ☐ Y ☒ N

Brief description of venue needs, including preferred room choice, table/chair layout, special requests, etc. Please see the Grand Lake Center Rate Sheet for pricing details and add-ons:

weekly 1/2 day rental of auditorium
monthly storage closet rental

Please identify all businesses including phone number that will be providing services to your event such as caterers, music services, rental companies, and delivery services:

*per agreement church will move to double room if
auditorium is rented 3 or more days by another event. Event
must be booked at least 30 or more days out to give notice to church.

For Office Use Only

Application Date: 1/1/19 Event Date: weekly Room Assigned: auditorium

Deposit Amt : \$ — Date Pd: — Ck #: —

Rental Fees: \$ 500⁰⁰ Date Pd: monthly Ck #: —

Key Card #: N/A Date Returned: N/A Deposit Returned: \$ N/A Date: N/A



ALCOHOL POLICY: For private events, alcohol may be provided, but not sold.

Guest lists for private events must be available upon request. If alcohol will be sold at your event, a liquor license must be purchased at Town Hall prior to the event. Please contact Grand Lake Town Hall at 970-627-3435 for liquor license arrangements.

Will there be alcohol at this event. Y ☒ N

I have read and will abide by the Alcohol Policy: ☒

PAYMENT POLICY: Deposit is due at time of reservation. Full Payment is due prior to time of rental.

CANCELLATION POLICY: Please let us know as soon as possible if you need to reschedule. You may reschedule or cancel your event with no penalty up to 30 days prior to the event. If the event is canceled or rescheduled within 30 days prior to the event, charges and/or fees up to and including the full rental amount may apply. Please see Rental Venue Policies for full information.

By my signature, I and my organization (User) hereby acknowledge to have received a copy of the Town of Grand Lake resolution of policies for the Grand Lake Center. I have also read and understand the payment and cancellation policies and agree to the terms and conditions of this agreement.

Signature: Porter John Kun Date: 1/1/19

WAIVER OF LIABILITY, INDEMNIFICATION AND HOLD HARMLESS CLAUSE: By my signature, I agree and understand that the Town of Grand Lake/Grand Lake Center is not responsible for the actions, activities or property of Users using the Grand Lake Center facility and hereby, for myself and the user group I represent, I release and absolve the Town of Grand Lake and Grand Lake Center from any liability associated with those actions, activities and/or property described herein this agreement. I further indemnify and hold harmless the Town of Grand Lake/Grand Lake Center from and all claims arising out of our use of the premises; including costs associated with cleaning and waste removal as well as all costs and attorney's fees incurred in collecting for damages to the Grand Lake Center or defending against claims of users or users invitees.

Signature: John Kun Date: 1/1/19

LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter called the "Agreement", is made and entered into as of the 1st day of March, 2019, by and, between the **TOWN OF GRAND LAKE, COLORADO**, hereinafter "Town", a Colorado statutory municipality and Margaret Watts, doing business as Margaret Arts, hereinafter "Tenant." The parties agree that this Agreement terminates and replaces the automatically renewing lease signed on the 6th day of September 2016.

WITNESSETH:

WHEREAS, the Town is the owner of certain real property and improvement thereon located at 301 Marina Dr. Grand Lake CO, commonly known as the Grand Lake Center; and

WHEREAS, the Town desires to lease a portion of the real property and/or improvements to Tenant to permit Tenant to operate an Art Studio business.

NOW THEREFORE, in consideration of the mutual obligations and other consideration set forth herein, the parties agree as follows:

ARTICLE 1 Art Studio SPACE

- 1.1 Identification Of Art Studio Space. For the purposes of this Agreement, the term "Business Space" shall mean the area of the real property and/or improvements depicted on Exhibit A attached hereto and incorporated herein by reference:

Designated as "Art Studio" and consisting of approximately 200 square feet.

- 1.2 Definition Of Art Studio Operations. For purposes of this Agreement, the term "Business Operations" shall mean the offering of "creating art on canvas to sell online".

ARTICLE 2 TENANT'S DUTIES WITH RESPECT TO THE ART STUDIO SPACE

- 2.1 In General. Subject to other limitations expressed in this Agreement, the Town grants to Tenant the right, duty, and obligation to exclusive lease and use of the Business Space in conjunction with Business Operations, and for no other purpose in such spaces.
- 2.2 Restriction On Items Offered For Sale. Tenant shall not offer Liquor, Tobacco products, Cannabis products for sale.

- 2.3 Compliance With Applicable Laws And Directives. The Tenant agrees to comply fully with all applicable state and federal laws and regulations, local laws and regulations, and Town of Grand Lake municipal ordinances.

ARTICLE 3 RIGHTS OF INGRESS AND EGRESS

- 3.1 In General. The Tenant shall have the right of ingress and egress to and from the Business Space for Tenant's employees, agents and invitees to the extent reasonably necessary in connection with the conduct of Tenant's business under this Agreement. Areas designated as restricted areas by the Town will be excluded. Access via keys or keycards will be provided to employees designated in writing by the Tenant, and Tenant assumes all responsibility and liability associated with actions of those individuals named.
- 3.2 Closures. The Town may, at any time, temporarily or permanently, close or consent to or request the closing of any roadway or any other way at, in, or near the real property, presently or hereafter used as such, so long as reasonable and safe means of ingress and egress remains available to Tenant.

ARTICLE 4 UNDERTAKINGS OF TENANT

- 4.1 Service. Tenant agrees:
- 4.1.1 The Tenant shall furnish and pay for all equipment, except as otherwise provided by the Town pursuant to Article 8, all goods, labor, transportation, supervision, and services necessary to conduct Business Operations in accordance with this Agreement.
- 4.2 Days and Hours Of Operation.
- The days and hours of Operation for Business Operations are restricted to the following:
- 8:00 AM to 7:00 PM
- 7 Days a Week
- 4.3 Tenant Personnel. Tenant shall control the conduct and demeanor of its agents, independent contractors, employees, guests and invitees. Upon objection from the Town concerning the conduct or demeanor of any such person, the Tenant shall immediately take all lawful steps to remove the cause of the objection.

- 4.4 Physical Interference. Tenant shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewage system, fire protection system, sprinkler system, alarm system, and fire hydrants and hoses, if any, installed or located in the Business Space or elsewhere on Town Property.
- 4.5 Taxes. Town agrees to pay all taxes on the real property hereby leased to Tenant. Tenant agrees to pay all local, state and federal social security, unemployment insurance, workers' compensation insurance, sales, use, personal property and other taxes, assessments and payments-in-lieu which, during the term of this Agreement or any extension hereof, may become a lien or which may be levied or charged by the federal government, State, County, the Town or other tax-levying body upon or with respect to the Business Space, upon any taxable interest acquired by the Tenant in this Agreement, or any taxable possessory right which Tenant may have in or to the Business Space or facilities or the improvements thereon, by reason of Tenant's occupancy or use thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by Tenant or taxes on Tenant's operations or activities in or about the Business Space or elsewhere on Town Property. However, except as otherwise permitted by this Agreement, no charges, fees or taxes of any nature shall be imposed by the Town solely upon Tenant for exercising any right or privilege granted by the Town to Tenant in this Agreement with respect to the use of the Business Space. Nothing herein shall prevent Tenant from protesting, through due process, any taxes levied.
- 4.6 Licenses. Tenant agrees to obtain and pay for all licenses necessary in connection with its operation, including but not limited to, a Town business /sales tax license.

ARTICLE 5 TERM

- 5.1 Period. The parties agree that the initial term of this Agreement shall be for a period of one year and shall commence on November 1st 2019 and shall expire on November 1st 2020. Thereafter, the Agreement will renew automatically for one year periods unless at least 30 days prior to expiration of the one year term or any renewal term, either party provides written notice of their intent not to renew.
- 5.2 Termination. This Agreement may be terminated after the lease expires by either party, with or without cause, in the sole discretion of such terminating party by such terminating party serving written notice to the other party of the terminating party's intention to terminate the Agreement. Such written notice shall be provided no less than ten (10) days prior to the termination date. If this Agreement is terminated, Tenant's accrued liability to the Town arising under this Agreement prior to such termination shall survive the termination, and the Town may re-enter, take possession of the Business Space and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

- 5.3 Holding Over. In the event that the Tenant, or its successor in interest, if any, shall remain beyond the term set forth herein, although no right to remain is given by this Article, it is the intention of the parties and it is hereby agreed that a right of use from month-to-month shall then arise subject to all provisions and conditions of this Agreement in connection with such right, except that the Town shall have the sole right to determine reasonable fees for any holdover period. The lease may be terminated by either party during the hold over period upon 10 days written notice.

ARTICLE 6 RENT

- 6.1 Business Space Rental Fee. For the privilege of conducting the Business Operations hereunder, and the exclusive use of the Business Space, the Tenant shall pay to the Town a fee in an amount equal to \$300, Three Hundred Dollars per month. Payment of Rental Fee is due and owed on the first day of each month. Payment can be made in advance.

Payments not made on the dates indicated will constitute a breach of the Agreement and may, in the discretion of the Town constitute a basis for terminating the Agreement. A late payment fee of Fifty Dollars (\$50.00) shall be assessed for any payment not received by the due date. Interest shall accrue at the rate of twelve percent (12%) per annum on all payments not received by the dates indicated.

- 6.2 Method of Payment. Payment for all fees under Article 6 shall be by check or money order payable to the order of "The Town of Grand Lake".

ARTICLE 7 UTILITIES, MAINTENANCE AND JANITORIAL DUTIES

- 7.1 Utilities. The Town shall pay all charges for water, storm water, sewer, gas, trash collection, telephone, and electric services to the Business Space.

- 7.2 Maintenance And Repair. The Tenant shall maintain and repair the Business Space. The Town shall not in any way be liable to the Tenant for failure to make repairs as herein specifically required of it unless the Tenant has previously notified the Town in writing of a need for such repairs, and the Town has failed to commence and complete said repairs within a reasonable period of time following receipt of the Tenant's written notification.

- 7.2.1 The Tenant shall neither hold nor attempt to hold the Town liable for any injury or damage, either approximate or remote, occasioned through or caused by defective electrical wiring or the breaking or stoppage of plumbing or sewage upon the Business Space, whether said breakage or stoppage results from freezing or otherwise.

- 7.3 Cleaning And Janitorial. The Tenant shall keep the Business Space, its fixtures, and all areas used in good sanitary condition as required by the ordinances, resolutions, statutes and health, sanitary and police regulations of the Town of Grand Lake and State of Colorado and policies of the Town.

7.3.1. The Tenant is responsible for the ongoing cleanliness of the Business Space in order to provide a clean and orderly appearance for the public.

ARTICLE 8

ACCEPTANCE OF PREMISES AND TRADE FIXTURES

- 8.1 Acceptance. On the date of commencement of the Tennant's occupancy of the Business Space, Tenant shall acknowledge that it accepts the Business Space as well as any Town equipment and fixtures "AS IS".
- 8.3 Installation Of Equipment And Trade Fixtures. No equipment, trade fixtures, signs or other personal property used by Tenant in its business, whether or not attached to the Town Property or any improvements thereon, shall be installed without the prior written approval of the Town.
- 8.4 Removal Of Equipment And Trade Fixtures. Tenant shall have the right at any time during the term of this Agreement or upon termination and within ten (10) days thereafter, to remove all personal property such as trade fixtures, equipment and other personal property, but subject to any valid lien the Town may have thereon for unpaid portions of the Business Space Rental Fee pursuant to Article 6 or any other amounts due from Tenant to the Town pursuant to the provisions of this Agreement, Town ordinances, or otherwise. No fixtures or other property shall be removed if such removal will result in damage to the property of the Town. Any property not so removed by Tenant upon termination as provided in this Section shall become a part of the realty on which it is located and title thereto shall vest in the Town.
- 8.5 Title To Improvements. No improvements shall be made to the Business Space without the prior written approval of the Town. Upon installation or erection of Improvements, such Improvements shall become a part of the realty upon which they are erected and title thereto shall vest in the Town, unless the parties agree otherwise in writing and in advance of such installation. Upon vesting, the Improvements become part of the Business Space and are subject to the terms applicable to the Business Space within this Agreement.
- 8.6 Conformance with Applicable Laws. All improvements and all trade fixtures, equipment or other personal property installed by Tenant shall be subject to and conform in all respects to the applicable statutes, ordinances, building codes, rules and regulations of all governmental agencies which have jurisdiction over such matters.

ARTICLE 9 DAMAGE BY TENANT

The Tenant shall be liable for and shall repair, replace or cause to be repaired or replaced within five (5) days after occurrence, any damage to Town Property, including the Business Space, or to the Town's property, equipment and fixtures caused by Tenant, Tenant's agents, employees, independent contractors working at Tenant's direction, or anyone else acting under Tenant's direction and control, ordinary wear and tear excepted. All repairs or replacements shall be made promptly and when necessary and shall be in a quality and of a class at least equal to the original. If the damage for which Tenant is liable is to the Business Space, Tenant shall continue to be liable for the Business Rental Fee and all other charges provided for in this Agreement, even if the Business Space has been rendered untenable or unusable.

Tenant shall deposit with the Town a security deposit in the amount of \$200. At the end of the lease, the security deposit will be returned to the Tenant after deductions for unpaid Rent, Utilities, and damage to the Business Space, other than ordinary wear and tear. The Tenant shall not use the deposit at any time for payment of Rent, but instead, should Tenant fail to pay amounts due upon termination or breach of the Agreement, the Town may at its option use the security deposit to satisfy any portion of the amounts owed. However, the use of the security deposit shall not limit the ability of the Town to recover any damages in excess of the security deposit amount.

ARTICLE 10 TOTAL OR PARTIAL DESTRUCTION

10.1 Business Space Or Other Major Component Rendered Untenable. In case, during the term of this Agreement, the Business Space, or other related part of Town Property, shall be destroyed or shall be so damaged by fire, flood, or other casualty so as to be rendered untenable or unusable as determined by the Town:

10.1.1 Then, in such event, at the option of the Town, the term hereby created shall cease, and this Agreement shall become null and void from the date of such determination, and Tenant shall immediately surrender the Business Space and his/her/its interest therein to the Town; provided, however, that the Town or Tenant shall exercise such option to so terminate this Agreement by notice, in writing, delivered to the other party within thirty (30) days after the Town's determination of untenability or non-usability

10.1.2 In the event the Town elects not to exercise its option in 10.1.1 and terminate this Agreement, this Agreement shall continue in full force and effect; and the Town shall repair the Business Space, excluding improvements or equipment, signs, trade fixtures, or other personal property installed by

Tenant, with all reasonable speed, placing the same in as good condition as it was at the time of the damage or destruction.

- 10.2 Business Space Only Untenantable. In the event of destruction rendering only the Business Space untenatable or non-usable through no fault of the Town or the Town's agents or employees, the Town shall endeavor, but not be obligated, to make substitute premises available for Tenant's use.
- 10.3 Components Tenantable. If the Business Space shall be only injured by fire, flood, or the elements to such extent so as not to render the same untenatable and unfit for use and occupancy, the Town shall repair the same with all reasonable speed.
- 10.4 Removal Of Rubbish. In any event, upon the occurrence of damage or destruction, Tenant shall remove all rubbish, debris, merchandise, furniture, furnishings, equipment and other items of its personal property within five (5) days after receipt of written request by the Town.
- 10.5 Exception For Damage Caused By Tenant. In the event of damage caused by Tenant, as more specifically addressed in Article 9 of this Agreement, the provisions of Article 9 shall govern in any conflict between Article 9 and Article 10.
- 10.6 No Claim By Tenant. No compensation or claim shall be made by or allowed to Tenant by reason of any inconvenience or annoyance arising from the necessity of repairing portion of the Business Space other Town Property, however the necessity may occur.

ARTICLE 11 INDEMNIFICATION AND INSURANCE

- 11.1 The Town's Liability. The Town shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever or whatsoever as a result of any operations, works, acts, sales, or omissions performed within the Business Space by Tenant, its agents, employees, guests, invitees, or contractors.
- 11.2 Indemnification By Tenant. Tenant covenants that it will indemnify and hold the Town harmless from all claims, demands, judgments, costs and expenses, including attorneys' fees, claimed or recovered (whether justly, unjustly, falsely, fraudulently or frivolously) by any person by reason of injury to or death of any individual person or persons, or by reason of damage to, destruction or loss of use of any property, directly or indirectly arising out of, resulting from, or occurring in connection with any operations, works, acts, or omissions or negligence of Tenant. As used herein, the terms "Tenant" and "the Town" includes the respective directors, officers, agents, employees, guests, invitees, and contractors of Tenant and the Town.

- 11.3 Tenant Insurance. Without limiting any of the Tenant's obligations hereunder, the Tenant may provide and maintain comprehensive liability insurance coverage or other coverage of the interior of the Business Space and its contents. The Town shall maintain insurance on the real property hereby leased.
- 11.4 Precautions Against Injury. The Tenant shall take all necessary precautions in performing the operations hereunder to prevent injury to persons and property.
- 11.5 No Waiver Of Immunity. Nothing herein shall be construed as a waiver by the Town of any of the immunities, privileges and defenses available to it under the Colorado Governmental Immunity Act, as may be amended from time to time, or arising under common law.

ARTICLE 12 NO INTEREST IN REAL PROPERTY

Tenant agrees that this Agreement constitutes merely a lease of the Business Space for a limited purpose and does not create or convey to Tenant any other interest in real property.

ARTICLE 13 NO ASSIGNMENT/SUBLET

The Tenant shall not assign this Agreement, and shall not sublet or otherwise allow any person to take possession of all or any portion of the Business Space. Any transfer by operation of law of Tenant's interest created hereby, other than by merger or consolidation, must be approved in advance, in writing, by the Town.

ARTICLE 14 RIGHT OF THE TOWN TO ENTER, INSPECT, AND MAKE REPAIRS

- 14.1 In General. The Town and its authorized officers, employees, agents, contractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption to Tenant's operation as is reasonably practicable) to enter upon any part of the Business Space for the following purposes:
- 14.1.1 To inspect such premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Tenant has complied with and is complying with the terms and conditions of this Agreement with respect to such premises;
- 14.1.2 To perform or cause to be performed maintenance and make repairs and replacements; and
- 14.1.3 To make structural additions and alterations.

- 14.2 Obstruction By The Town. All entries made for the purposes enumerated above shall, except as otherwise provided in Article 10, Total or Partial Destruction, be without abatement of the Business Space Rental Fee or damage for any inconvenience. However, in the event any entry by the Town in the Business Space for the purpose of making repairs or alterations as provided for in Section 14.1.2 above (other than repairs necessitated as a result of damage by Tenant under Article 9) constitutes a substantial obstruction to and impairment of Tenant's right of use of such Business Space, then Tenant shall be entitled to a fair and just abatement of the Business Space Rental Fee for such premises during the period required by the Town to make such repairs.
- 14.3 Obstruction By Tenant. In the event that any personal property of Tenant shall obstruct the access of the Town, its officers, employees, agents or contractors, or a utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Tenant shall move such property, as directed by the Town or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Tenant shall fail to so move such property after direction from the Town or said utility company to do so, the Town or the utility company may move it without liability for damage sustained in moving.
- 14.4 No Eviction Or Abatement. Exercise of any or all of the foregoing rights in this Article, by the Town, or others under right of the Town, shall not be, nor be construed to be, an eviction of Tenant, nor be made the grounds for any abatement of the Business Rent nor any claim or demand for damages against the Town, consequential or otherwise.

ARTICLE 15

DEFAULT, RIGHTS OF TERMINATION

- 15.1 Default By Tenant. Time of payment and performance is of the essence in this Agreement. Tenant shall be in default under this Agreement upon the occurrence of any one or more of the following events:
- 15.1.1 Tenant's failure to pay rent by the due date. Tenant's failure to pay any other fee or other charge when due to the Town and within five (5) working days after notice from the Town of such non-payment.
- 15.1.2 Tenant's assignment of any right hereunder, or attempt to sublet the Business space, in violation of Article 13.
- 15.1.3 Tenant's failure to perform, keep or observe any of the terms, covenants or conditions of this Agreement and to cure or remedy such failure within five (5) working days after notice from the Town of such failure.

- 15.1.4 The filing by Tenant of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy against Tenant, the taking of possession of all or substantially all of Tenant's assets pursuant to proceedings brought under the provisions of any federal reorganization act or the appointment of a receiver of all or substantially all of Tenant's assets and the failure of Tenant to secure the return of such assets and/or the dismissal of such proceeding within (90) days after the filing.
- 15.1.6 The abandonment for a period of ten (10) days by Tenant of the conduct of its services and operations during the term of this Agreement.
- 15.1.7 The assignment by Tenant of its assets for the benefit of creditors.
- 15.1.8 The death or disability of the Tenant or a principal of the Tenant.
- 15.1.9 Any other breach of this Agreement.
- 15.2 The Town's Remedies On Default.
 - 15.2.1 In the event of a default by Tenant, the Town may terminate this Agreement by notice in writing to Tenant. In the alternative, the Town may elect to keep the Agreement in force and work with Tenant to cure the default. If this Agreement is terminated, Tenant's liability to the Town for damages and fees, including but not limited to the Monthly Rental Fee, shall survive the termination, and the Town may re-enter, take possession of the Business Space, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.
 - 15.2.2 Following re-entry or abandonment, the Town may make arrangements for use of the Business Space by others, and in that connection may make any suitable alterations or refurbish the Business Space, but the Town shall not be required to make such arrangement for any use or purpose.
- 15.3 Rights and Remedies Reserved. It is understood and agreed that any rights and remedies reserved pursuant to this Article are in addition to any other rights or remedies the Town may have pursuant to this Agreement or to applicable law to seek judicial enforcement, damages or any other lawful remedy.

ARTICLE 16

MISCELLANEOUS PROVISIONS

- 16.1 Cumulative Rights. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other or of any other remedy available to the Town, or Tenant, at law or in equity, and the exercise of any

remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

- 16.2 Non-Waiver. The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition, or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.
- 16.3 Non-liability Of Individuals Other Than Tenant. With the exception of Tenant, no director, officer, agent, or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of its or their execution or attempted execution of the same.
- 16.4 Limitation On Use. Tenant shall not use, or permit the use of the Business Space, or any part thereof, for any purpose or use other than those authorized by this Agreement. Neither shall Tenant permit nor suffer any disorderly noise or nuisance whatsoever about the Business Space, or other Town Property.
- 16.5 Governing Law. This Agreement shall be performable and enforceable in the Town of Grand Lake, Colorado, and shall be construed in accordance with the laws of the State of Colorado.
- 16.6 Benefits. This Agreement is made for the sole and exclusive benefit of the Town and the Tenant and is not made for the benefit of any third party.
- 16.7 Construction. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- 16.8 Successors and Assigns. All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns. This provision does not render the Agreement assignable, as assignment is governed by Article 13.
- 16.9 Headings. The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
- 16.10 Entire Agreement. This Agreement, which is the entire agreement between the parties hereto, supersedes all prior agreements, understandings, warranties or promises between

the parties hereto, whether written, spoken or implied from the conduct of the parties hereto.

- 16.11 Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any of the other covenants, conditions or provisions of this Agreement, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either the Town or Tenant in his or its respective rights and obligations under the valid covenants, conditions or provisions of this Agreement.
- 16.12 Surrender Of Possession. Upon the expiration of this Agreement or its earlier termination as herein provided, Tenant shall remove all of its property from the Business Space and all other Town property and surrender entire possession of its rights to the Town and its improvements in accordance with Section 9 above, unless this Agreement is renewed or replaced.
- 16.14 The Town Representative. The Town designates Town Manager or his/her designee, as its representative who shall make, within the scope of his authority, all necessary and proper decisions with reference to this Agreement. All requests for contract interpretations, amendments, and other clarifications or instructions shall be directed to the Town Representative. The representative may be changed by written notification to the Tenant.
- 16.15 Notices. Notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given upon personal delivery or upon deposit in the United States Mail, certified, return receipt requested, postage fully prepaid, addressed as follows or to such other address as the parties may designate from time to time by notice given in accordance with this Section:

To Tenant: Margaret Arts
Attn: Margaret Watts
P.O. Box 1443
Grand Lake, CO 80447

To the Town: Town of Grand Lake
Attention: Town Manager
PO Box 99
Grand Lake, CO 80447

Copy To: Scott Krob, Town Attorney
Krob Law Office, LLC
8400 E. Prentice Ave., Penthouse
Greenwood Village, CO 80111

- 16.16 Paragraph Headings. Paragraph headings contained herein are for convenience and reference, and are not intended to define or limit the scope of any provisions of this Agreement.
- 16.17 Force Majeure. Neither the Town nor the Tenant shall be deemed in violation of this Agreement if prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God or nature, act of public enemy, acts of superior governmental authority, weather conditions, rights, rebellion, sabotage or any other circumstances that are not within its control.
- 16.18 No Limitation On General Powers. Nothing in this Agreement shall be construed as in any way limiting the general powers of the Town to fully exercise their governmental functions or their obligations under any bond covenants or federal, state or local laws rules or regulations.
- 16.19 No Relationship. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of employer and employee, principal and agent or a partnership or a joint venture between the parties hereto. The Town shall not be responsible for any debts or obligations whatsoever of Tenant.
- 16.21 Survival. To the extent necessary to carry out all of the terms and provisions hereof, the aid terms, obligations, and rights set forth herein required shall survive and shall not be affected by the expiration or termination of this agreement.

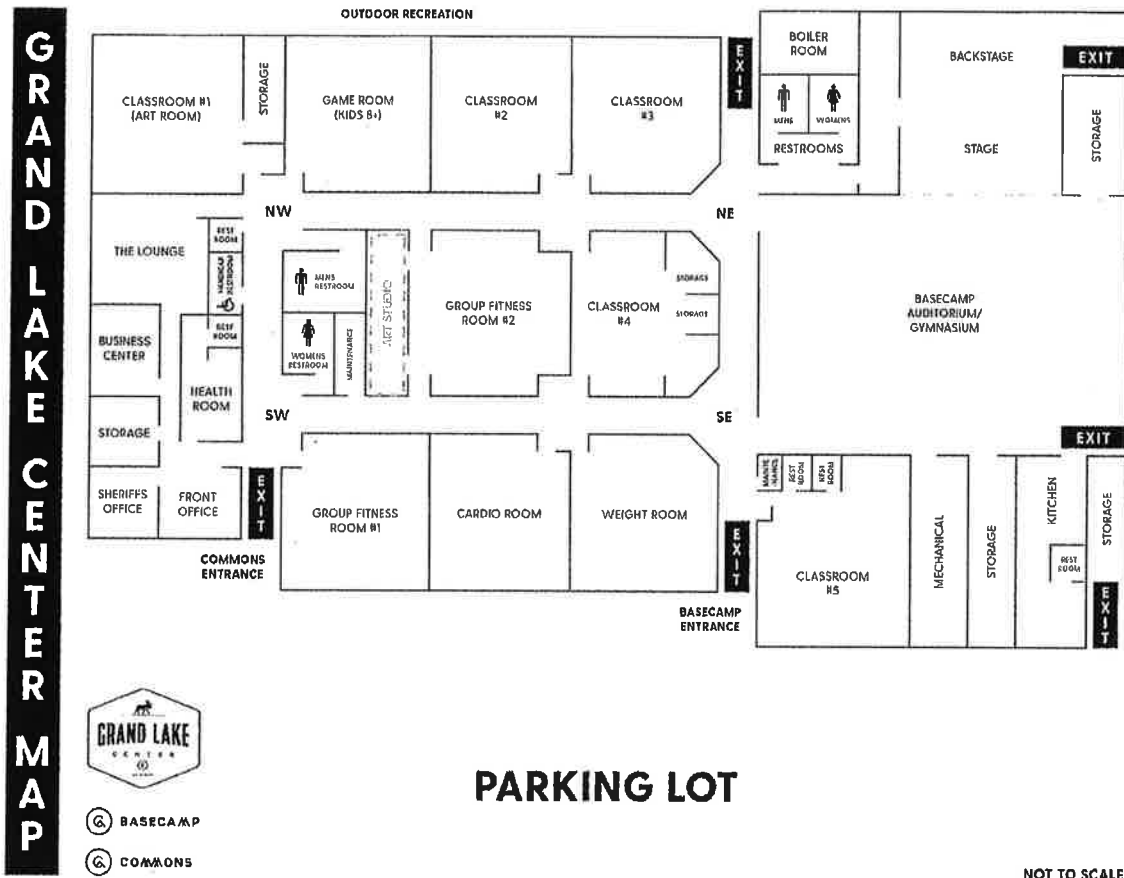
TOWN OF GRAND LAKE

By Jim White, Town Manager

TENANT

Margaret Watts, Owner

EXHIBIT A



LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter called the "Agreement", is made and entered into as of the 1st day of March, 2019, by and, between the **TOWN OF GRAND LAKE, COLORADO**, hereinafter "Town", a Colorado statutory municipality and Sarah Chabot Massage Therapy, hereinafter "Tenant." The parties agree that the previous Agreement terminates and that this Lease Agreement replaces the lease signed on the 1st day of March, 2018.

WITNESSETH:

WHEREAS, the Town is the owner of certain real property and improvement thereon located at 301 Marina Dr. Grand Lake CO, commonly known as the Grand Lake Center; and

WHEREAS, the Town desires to lease a portion of the real property and/or improvements to Tenant to permit Tenant to operate a Massage/Spa business.

NOW THEREFORE, in consideration of the mutual obligations and other consideration set forth herein, the parties agree as follows:

ARTICLE 1

Massage/Spa SPACE

- 1.1 Identification of the Massage/Spa Space. For the purposes of this Agreement, the term "Business Space" shall mean the area of the real property and/or improvements depicted on Exhibit A attached hereto and incorporated herein by reference:

Designated as "Group Fitness Room #1" and consisting of approximately 840 square feet.

- 1.2 Definition of Massage/Spa Operations. For purposes of this Agreement, the term "Business Operations" shall mean the offering of massage and spa services to the public.

ARTICLE 2

TENANT'S DUTIES WITH RESPECT TO THE MASSAGE/SPA SPACE

- 2.1 In General. Subject to other limitations expressed in this Agreement, the Town grants to Tenant the right, duty, and obligation to exclusive lease and use of the Business Space in conjunction with Business Operations, and for no other purpose in such spaces.
- 2.2 Restriction On Items Offered for Sale. Tenant shall not offer Liquor, Tobacco products, or Cannabis products for sale.

- 2.3 Compliance with Applicable Laws and Directives. The Tenant agrees to comply fully with all applicable state and federal laws and regulations, local laws and regulations, and Town of Grand Lake municipal ordinances.

ARTICLE 3 RIGHTS OF INGRESS AND EGRESS

- 3.1 In General. The Tenant shall have the right of ingress and egress to and from the Business Space for Tenant's employees, agents and invitees to the extent reasonably necessary in connection with the conduct of Tenant's business under this Agreement. Areas designated as restricted areas by the Town will be excluded. Access via keys or keycards will be provided to employees designated in writing by the Tenant, and Tenant assumes all responsibility and liability associated with actions of those individuals named.
- 3.2 Closures. The Town may, at any time, temporarily or permanently, close or consent to or request the closing of any roadway or any other way at, in, or near the real property, presently or hereafter used as such, so long as reasonable and safe means of ingress and egress remains available to Tenant.

ARTICLE 4 UNDERTAKINGS OF TENANT

- 4.1 Service. Tenant agrees:
- 4.1.1 The Tenant shall furnish and pay for all equipment, except as otherwise provided by the Town pursuant to Article 8, all goods, labor, transportation, supervision, and services necessary to conduct Business Operations in accordance with this Agreement.
- 4.2 Days and Hours of Operation.
- The days and hours of Operation for Business Operations are restricted to the following:
- 12:00 AM TO 11:59 PM
- 7 DAYS A WEEK
- 4.3 Tenant Personnel. Tenant shall control the conduct and demeanor of its agents, independent contractors, employees, guests and invitees. Upon objection from the Town concerning the conduct or demeanor of any such person, the Tenant shall immediately take all lawful steps to remove the cause of the objection.

- 4.4 Physical Interference. Tenant shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewage system, fire protection system, sprinkler system, alarm system, and fire hydrants and hoses, if any, installed or located in the Business Space or elsewhere on Town Property.
- 4.5 Taxes. Town agrees to pay all taxes on the real property hereby leased to Tenant. Tenant agrees to pay all local, state and federal social security, unemployment insurance, workers' compensation insurance, sales, use, personal property and other taxes, assessments and payments-in-lieu which, during the term of this Agreement or any extension hereof, may become a lien or which may be levied or charged by the federal government, State, County, the Town or other tax-levying body upon or with respect to the Business Space, upon any taxable interest acquired by the Tenant in this Agreement, or any taxable possessory right which Tenant may have in or to the Business Space or facilities or the improvements thereon, by reason of Tenant's occupancy or use thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by Tenant or taxes on Tenant's operations or activities in or about the Business Space of elsewhere on Town Property. However, except as otherwise permitted by this Agreement, no charges, fees or taxes of any nature shall be imposed by the Town solely upon Tenant for exercising any right or privilege granted by the Town to Tenant in this Agreement with respect to the use of the Business Space. Nothing herein shall prevent Tenant from protesting, through due process, any taxes levied.
- 4.6 Licenses. Tenant agrees to obtain and pay for all licenses necessary in connection with its operation, including but not limited to, a Town business /sales tax license.

ARTICLE 5 TERM

- 5.1 Period. The parties agree that the term of this Agreement shall be for a period of 1 year and shall commence on 3/1/19 and shall expire on 3/1/20. Thereafter, the Agreement will renew automatically for one year, unless at least 30 days prior to expiration of the one-year term, either party provides written notice of their intent not to renew.
- 5.2 Termination. Unless notice is provided by either party to terminate prior to 30 days before the scheduled renewal date, the lease will be reconsidered for renewal on an annual basis. Termination may occur, with or without cause, in the sole discretion of such terminating party by such terminating party serving written notice to the other party of the terminating party's intention to terminate the Agreement. Such written notice shall be provided no less than ten (10) days prior to the termination date. If this Agreement is terminated, Tenant's accrued liability to the Town arising under this Agreement prior to such termination shall survive the termination, and the Town may re-enter, take possession of the Business Space and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

- 5.3 Holding Over. In the event that the Tenant, or its successor in interest, if any, shall remain beyond the term set forth herein, although no right to remain is given by this Article, it is the intention of the parties and it is hereby agreed that a right of use from month-to-month shall then arise subject to all provisions and conditions of this Agreement in connection with such right, except that the Town shall have the sole right to determine reasonable fees for any hold over period. The lease may be terminated by either party during the hold over period upon 10 days' written notice.

ARTICLE 6 RENT

- 6.1 Business Space Rental Fee. For the privilege of conducting the Business Operations hereunder, and the exclusive use of the Business Space, the Tenant shall pay to the Town a fee in an amount equal to Seven Hundred Dollars (\$700) per month. Payment of Rental Fee is due and owed on the first day of each month.

Payments not made on the dates indicated will constitute a breach of the Agreement and may, in the discretion of the Town constitute a basis for terminating the Agreement. A late payment fee of Fifty Dollars (\$50.00) shall be assessed for any payment not received by the due date. Interest shall accrue at the rate of twelve percent (12%) per annum on all payments not received by the dates indicated.

- 6.2 Method of Payment. Payment for all fees under Article 6 shall be by check or money order payable to the order of "The Town of Grand Lake".

ARTICLE 7 UTILITIES, MAINTENANCE AND JANITORIAL DUTIES

- 7.1 Utilities. The Town shall pay all charges for water, storm water, sewer, gas, trash collection, telephone, and electric services to the Business Space.

- 7.2 Maintenance and Repair. The Tenant shall maintain and repair the Business Space. The Town shall not in any way be liable to the Tenant for failure to make repairs as herein specifically required of it unless the Tenant has previously notified the Town in writing of a need for such repairs, and the Town has failed to commence and complete said repairs within a reasonable period of time following receipt of the Tenant's written notification.

- 7.2.1 The Tenant shall neither hold nor attempt to hold the Town liable for any injury or damage, either approximate or remote, occasioned through or caused by defective electrical wiring or the breaking or stoppage of plumbing or sewage upon the Business Space, whether said breakage or stoppage results from freezing or otherwise.

- 7.3 Cleaning and Janitorial. The Tenant shall keep the Business Space, its fixtures, and all areas used in good sanitary condition as required by the ordinances, resolutions, statutes and health, sanitary and police regulations of the Town of Grand Lake and State of Colorado and policies of the Town.

7.3.1. The Tenant is responsible for the ongoing cleanliness of the Business Space in order to provide a clean and orderly appearance for the public.

ARTICLE 8 ACCEPTANCE OF PREMISES AND TRADE FIXTURES

- 8.1 Acceptance. On the date of commencement of the Tennant's occupancy of the Business Space, Tenant shall acknowledge that it accepts the Business Space as well as any Town equipment and fixtures "AS IS".
- 8.3 Installation of Equipment and Trade Fixtures. No equipment, trade fixtures, signs or other personal property used by Tenant in its business, whether or not attached to the Town Property or any improvements thereon, shall be installed without the prior written approval of the Town.
- 8.4 Removal of Equipment and Trade Fixtures. Tenant shall have the right at any time during the term of this Agreement or upon termination and within ten (10) days thereafter, to remove all personal property such as trade fixtures, equipment and other personal property, but subject to any valid lien the Town may have thereon for unpaid portions of the Business Space Rental Fee pursuant to Article 6 or any other amounts due from Tenant to the Town pursuant to the provisions of this Agreement, Town ordinances, or otherwise. No fixtures or other property shall be removed if such removal will result in damage to the property of the Town. Any property not so removed by Tenant upon termination as provided in this Section shall become a part of the realty on which it is located and title thereto shall vest in the Town.
- 8.5 Title to Improvements. No improvements shall be made to the Business Space without the prior written approval of the Town. Upon installation or erection of Improvements, such Improvements shall become a part of the realty upon which they are erected and title thereto shall vest in the Town, unless the parties agree otherwise in writing and in advance of such installation. Upon vesting, the Improvements become part of the Business Space and are subject to the terms applicable to the Business Space within this Agreement.
- 8.6 Conformance with Applicable Laws. All improvements and all trade fixtures, equipment or other personal property installed by Tenant shall be subject to and conform in all respects to the applicable statutes, ordinances, building codes, rules and regulations of all governmental agencies which have jurisdiction over such matters.

ARTICLE 9 DAMAGE BY TENANT

The Tenant shall be liable for and shall repair, replace or cause to be repaired or replaced within five (5) days after occurrence, any damage to Town Property, including the Business Space, or to the Town's property, equipment and fixtures caused by Tenant, Tenant's agents, employees, independent contractors working at Tenant's direction, or anyone else acting under Tenant's direction and control, ordinary wear and tear excepted. All repairs or replacements shall be made promptly and when necessary and shall be in a quality and of a class at least equal to the original. If the damage for which Tenant is liable is to the Business Space, Tenant shall continue to be liable for the Business Rental Fee and all other charges provided for in this Agreement, even if the Business Space has been rendered untenantable or unusable.

Tenant shall deposit with the Town a security deposit in the amount of \$500.00. At the end of the lease, the security deposit will be returned to the Tenant after deductions for unpaid Rent, Utilities, and damage to the Business Space, other than ordinary wear and tear. The Tenant shall not use the deposit at any time for payment of Rent, but instead, should Tenant fail to pay amounts due upon termination or breach of the Agreement, the Town may at its option use the security deposit to satisfy any portion of the amounts owed. However, the use of the security deposit shall not limit the ability of the Town to recover any damages in excess of the security deposit amount.

ARTICLE 10 TOTAL OR PARTIAL DESTRUCTION

10.1 Business Space or Other Major Component Rendered Untenantable. In case, during the term of this Agreement, the Business Space, or other related part of Town Property, shall be destroyed or shall be so damaged by fire, flood, or other casualty so as to be rendered untenantable or unusable as determined by the Town:

10.1.1 Then, in such event, at the option of the Town, the term hereby created shall cease, and this Agreement shall become null and void from the date of such determination, and Tenant shall immediately surrender the Business Space and his/her/its interest therein to the Town; provided, however, that the Town or Tenant shall exercise such option to so terminate this Agreement by notice, in writing, delivered to the other party within thirty (30) days after the Town's determination of untenantable occupancy or non-usability.

10.1.2 In the event the Town elects not to exercise its option in 10.1.1 and terminate this Agreement, this Agreement shall continue in full force and effect; and the Town shall repair the Business Space, excluding improvements or equipment, signs, trade fixtures, or other personal property installed by

Tenant, with all reasonable speed, placing the same in as good condition as it was at the time of the damage or destruction.

- 10.2 Business Space Only Untenantable. In the event of destruction rendering only the Business Space untenable or non-usable through no fault of the Town or the Town's agents or employees, the Town shall endeavor, but not be obligated, to make substitute premises available for Tenant's use.
- 10.3 Components Tenantable. If the Business Space shall be only injured by fire, flood, or the elements to such extent so as not to render the same untenable and unfit for use and occupancy, the Town shall repair the same with all reasonable speed.
- 10.4 Removal of Rubbish. In any event, upon the occurrence of damage or destruction, Tenant shall remove all rubbish, debris, merchandise, furniture, furnishings, equipment and other items of its personal property within five (5) days after receipt of written request by the Town.
- 10.5 Exception for Damage Caused by Tenant. In the event of damage caused by Tenant, as more specifically addressed in Article 9 of this Agreement, the provisions of Article 9 shall govern in any conflict between Article 9 and Article 10.
- 10.6 No Claim by Tenant. No compensation or claim shall be made by or allowed to Tenant by reason of any inconvenience or annoyance arising from the necessity of repairing portion of the Business Space other Town Property, however the necessity may occur.

ARTICLE 11 INDEMNIFICATION AND INSURANCE

- 11.1 The Town's Liability. The Town shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever or whatsoever as a result of any operations, works, acts, sales, or omissions performed within the Business Space by Tenant, its agents, employees, guests, invitees, or contractors.
- 11.2 Indemnification by Tenant. Tenant covenants that it will indemnify and hold the Town harmless from all claims, demands, judgments, costs and expenses, including attorneys' fees, claimed or recovered (whether justly, unjustly, falsely, fraudulently or frivolously) by any person by reason of injury to or death of any individual person or persons, or by reason of damage to, destruction or loss of use of any property, directly or indirectly arising out of, resulting from, or occurring in connection with any operations, works, acts, or omissions or negligence of Tenant. As used herein, the terms "Tenant" and "the Town" includes the respective directors, officers, agents, employees, guests, invitees, and contractors of Tenant and the Town.

- 11.3 Tenant Insurance. Without limiting any of the Tenant's obligations hereunder, the Tenant may provide and maintain comprehensive liability insurance coverage or other coverage of the interior of the Business Space and its contents. The Town shall maintain insurance on the real property hereby leased.
- 11.4 Precautions Against Injury. The Tenant shall take all necessary precautions in performing the operations hereunder to prevent injury to persons and property.
- 11.5 No Waiver of Immunity. Nothing herein shall be construed as a waiver by the Town of any of the immunities, privileges and defenses available to it under the Colorado Governmental Immunity Act, as may be amended from time to time, or arising under common law.

ARTICLE 12 NO INTEREST IN REAL PROPERTY

Tenant agrees that this Agreement constitutes merely a lease of the Business Space for a limited purpose and does not create or convey to Tenant any other interest in real property.

ARTICLE 13 NO ASSIGNMENT/SUBLET

The Tenant shall not assign this Agreement, and shall not sublet or otherwise allow any person to take possession of all or any portion of the Business Space. Any transfer by operation of law of Tenant's interest created hereby, other than by merger or consolidation, must be approved in advance, in writing, by the Town.

ARTICLE 14 RIGHT OF THE TOWN TO ENTER, INSPECT, AND MAKE REPAIRS

- 14.1 In General. The Town and its authorized officers, employees, agents, contractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption to Tenant's operation as is reasonably practicable) to enter upon any part of the Business Space for the following purposes:
- 14.1.1 To inspect such premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Tenant has complied with and is complying with the terms and conditions of this Agreement with respect to such premises;
 - 14.1.2 To perform or cause to be performed maintenance and make repairs and replacements; and
 - 14.1.3 To make structural additions and alterations.

- 14.2 Obstruction by The Town. All entries made for the purposes enumerated above shall, except as otherwise provided in Article 10, Total or Partial Destruction, be without abatement of the Business Space Rental Fee or damage for any inconvenience. However, in the event any entry by the Town in the Business Space for the purpose of making repairs or alterations as provided for in Section 14.1.2 above (other than repairs necessitated as a result of damage by Tenant under Article 9) constitutes a substantial obstruction to and impairment of Tenant's right of use of such Business Space, then Tenant shall be entitled to a fair and just abatement of the Business Space Rental Fee for such premises during the period required by the Town to make such repairs.
- 14.3 Obstruction by Tenant. In the event that any personal property of Tenant shall obstruct the access of the Town, its officers, employees, agents or contractors, or a utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Tenant shall move such property, as directed by the Town or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Tenant shall fail to so move such property after direction from the Town or said utility company to do so, the Town or the utility company may move it without liability for damage sustained in moving.
- 14.4 No Eviction or Abatement. Exercise of any or all of the foregoing rights in this Article, by the Town, or others under right of the Town, shall not be, nor be construed to be, an eviction of Tenant, nor be made the grounds for any abatement of the Business Rent nor any claim or demand for damages against the Town, consequential or otherwise.

ARTICLE 15 DEFAULT, RIGHTS OF TERMINATION

- 15.1 Default by Tenant. Time of payment and performance is of the essence in this Agreement. Tenant shall be in default under this Agreement upon the occurrence of any one or more of the following events:
- 15.1.1 Tenant's failure to pay rent by the due date. Tenant's failure to pay any other fee or other charge when due to the Town and within five (5) working days after notice from the Town of such non-payment.
- 15.1.2 Tenant's assignment of any right hereunder, or attempt to sublet the Business space, in violation of Article 13.
- 15.1.3 Tenant's failure to perform, keep or observe any of the terms, covenants or conditions of this Agreement and to cure or remedy such failure within five (5) working days after notice from the Town of such failure.

15.1.4 The filing by Tenant of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy against Tenant, the taking of possession of all or substantially all of Tenant's assets pursuant to proceedings brought under the provisions of any federal reorganization act or the appointment of a receiver of all or substantially all of Tenant's assets and the failure of Tenant to secure the return of such assets and/or the dismissal of such proceeding within (90) days after the filing.

15.1.6 The abandonment for a period of ten (10) days by Tenant of the conduct of its services and operations during the term of this Agreement.

15.1.7 The assignment by Tenant of its assets for the benefit of creditors.

15.1.8 The death or disability of the Tenant or a principal of the Tenant.

15.1.9 Any other breach of this Agreement.

15.2 The Town's Remedies On Default.

15.2.1 In the event of a default by Tenant, the Town may terminate this Agreement by notice in writing to Tenant. In the alternative, the Town may elect to keep the Agreement in force and work with Tenant to cure the default. If this Agreement is terminated, Tenant's liability to the Town for damages and fees, including but not limited to the Monthly Rental Fee, shall survive the termination, and the Town may re-enter, take possession of the Business Space, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

15.2.2 Following re-entry or abandonment, the Town may make arrangements for use of the Business Space by others, and in that connection may make any suitable alterations or refurbish the Business Space, but the Town shall not be required to make such arrangement for any use or purpose.

15.3 Rights and Remedies Reserved. It is understood and agreed that any rights and remedies reserved pursuant to this Article are in addition to any other rights or remedies the Town may have pursuant to this Agreement or to applicable law to seek judicial enforcement, damages or any other lawful remedy.

ARTICLE 16 MISCELLANEOUS PROVISIONS

16.1 Cumulative Rights. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other or of any other remedy available to the Town, or Tenant, at law or in equity, and the exercise of any

remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

- 16.2 Non-Waiver. The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition, or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.
- 16.3 Non-liability of Individuals Other Than Tenant. With the exception of Tenant, no director, officer, agent, or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of its or their execution or attempted execution of the same.
- 16.4 Limitation On Use. Tenant shall not use, or permit the use of the Business Space, or any part thereof, for any purpose or use other than those authorized by this Agreement. Neither shall Tenant permit nor suffer any disorderly noise or nuisance whatsoever about the Business Space, or other Town Property.
- 16.5 Governing Law. This Agreement shall be performable and enforceable in the Town of Grand Lake, Colorado, and shall be construed in accordance with the laws of the State of Colorado.
- 16.6 Benefits. This Agreement is made for the sole and exclusive benefit of the Town and the Tenant and is not made for the benefit of any third party.
- 16.7 Construction. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- 16.8 Successors and Assigns. All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns. This provision does not render the Agreement assignable, as assignment is governed by Article 13.
- 16.9 Headings. The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
- 16.10 Entire Agreement. This Agreement, which is the entire agreement between the parties hereto, supersedes all prior agreements, understandings, warranties or promises between

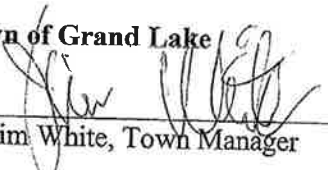
the parties hereto, whether written, spoken or implied from the conduct of the parties hereto.

- 16.11 Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any of the other covenants, conditions or provisions of this Agreement, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either the Town or Tenant in his or its respective rights and obligations under the valid covenants, conditions or provisions of this Agreement.
- 16.12 Surrender of Possession. Upon the expiration of this Agreement or its earlier termination as herein provided, Tenant shall remove all of its property from the Business Space and all other Town property and surrender entire possession of its rights to the Town and its improvements in accordance with Section 9 above, unless this Agreement is renewed or replaced.
- 16.14 The Town Representative. The Town designates Town Manager or his/her designee, as its representative who shall make, within the scope of his authority, all necessary and proper decisions with reference to this Agreement. All requests for contract interpretations, amendments, and other clarifications or instructions shall be directed to the Town Representative. The representative may be changed by written notification to the Tenant.
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To Tenant:	Sarah Chabot Massage Therapy PO Box 54 Grand Lake, CO 80447
To the Town:	Town of Grand Lake Attention: Town Manager PO Box 99 Grand Lake, CO 80447
Copy To:	Scott Krob, Town Attorney Krob Law Office, LLC 8400 E. Prentice Ave., Penthouse Greenwood Village, CO 80111

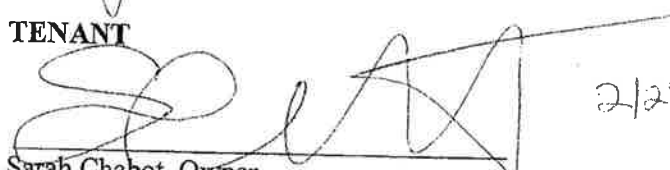
- 16.16 Paragraph Headings. Paragraph headings contained herein are for convenience and reference, and are not intended to define or limit the scope of any provisions of this Agreement.
- 16.17 Force Majeure. Neither the Town nor the Tenant shall be deemed in violation of this Agreement if prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God or nature, act of public enemy, acts of superior governmental authority, weather conditions, rights, rebellion, sabotage or any other circumstances that are not within its control.
- 16.18 No Limitation On General Powers. Nothing in this Agreement shall be construed as in any way limiting the general powers of the Town to fully exercise their governmental functions or their obligations under any bond covenants or federal, state or local laws rules or regulations.
- 16.19 No Relationship. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of employer and employee, principal and agent or a partnership or a joint venture between the parties hereto. The Town shall not be responsible for any debts or obligations whatsoever of Tenant.
- 16.21 Survival. To the extent necessary to carry out all of the terms and provisions hereof, the aid terms, obligations, and rights set forth herein required shall survive and shall not be affected by the expiration or termination of this agreement.

Town of Grand Lake


By Jim White, Town Manager

2/28/2019

TENANT


Sarah Chabot, Owner

2/28/19

CIRSA

MEMORANDUM

TO: Property/Casualty and/or Workers' Compensation Underwriting Contact

FROM: Catherine A. Wegman, Underwriting Representative

DATE: January 9, 2020

SUBJECT: 2020 Volunteer Accident Medical Plan (VAMP) Program Information

Thank you for participating in CIRSA's Volunteer Accident Medical Plan (VAMP). Coverage has been bound effective January 1, 2020 with Axis Insurance Company. This coverage is applicable to non-statutory volunteers and volunteer rangers and/or patrol who are not covered by the Colorado Workers' Compensation Act and who do not receive monetary remuneration.

Attached is a packet containing information and sample forms put together to help you implement the program. The attachment includes: a claim form with instructions for filing claims, a roster, a registration form, a sample release/indemnification waiver agreement, and a "thank you for volunteering" letter.

Roster or registration forms must be maintained throughout the year. They will determine the actual participation levels that must be reported on the final audit which will be performed during January 2021. You may use either the roster or registration form to list the participants. If you prefer to use some other form to list participants, please do. Just keep in mind the information that must be maintained is: full name of participant, whether the participant is a volunteer or unsworn ranger and/or patrol, date(s) of service, the activity or position, approximate number of hours worked and description of duties. Without this information, we cannot guarantee coverage.

It is recommended you have your entity attorney review the release/indemnification waiver agreement and "thank you for volunteering" documents and follow his or her recommendations if you choose to use this form.

Thank you!

Enclosures



LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter called the "Agreement", is made and entered into as of the 11th day of February, 2019, by and, between the **TOWN OF GRAND LAKE, COLORADO**, hereinafter the "Town", a Colorado statutory municipality and **KREMMLING MEMORIAL HOSPITAL DISTRICT**, a quasi-municipal corporation and Colorado Special District, doing business as Middle Park Health, hereinafter "Tenant."

WITNESSETH:

WHEREAS, the Town is the owner of certain real property and improvement thereon located at 301 Marina Dr., Grand Lake, CO, commonly known as the "Grand Lake Center"; and

WHEREAS, the Tenant desires to lease from the Town and the Town desires to lease to the Tenant a portion of the Grand Lake Center to permit Tenant to operate a medical/health clinic business.

NOW THEREFORE, in consideration of the mutual benefits and obligations and other consideration set forth herein, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1 BUSINESS SPACE

1.1 Identification Of "Business Space". For the purposes of this Agreement, the term "Business Space" shall mean the area within the real property and/or improvements depicted on Exhibit A attached hereto and incorporated herein by reference:

Designated as "Sheriff's Office, Front Office, Storage, Business Center, and Health Room" in the southwesterly corner of the Grand Lake Center and consisting of approximately 1372 square feet. Tenant shall have exclusive right to use and right of possession of the Business Space.

Tenant shall also have the non-exclusive right to use the parking lots, exterior doorways and entrances, walkways and sidewalks, and interior common hallways, restrooms and other areas that are open to the general public as herein provided for.

1.2 Definition Of "Business Operations". For purposes of this Agreement, the term "Business Operations" shall mean the operation of a medical/health clinic and the offering of medical and health services to the public.

ARTICLE 2 TENANT'S DUTIES WITH RESPECT TO THE BUSINESS SPACE

- 2.1 In General. Subject to other limitations expressed in this Agreement, the Town grants to Tenant the right, duty, and obligation to exclusive lease and use of the Business Space in conjunction with Business Operations, and for no other purpose in such spaces.
- 2.2 Restriction On Items Offered For Sale. Tenant shall not offer Liquor, Tobacco products, or Cannabis products for sale.
- 2.3 Compliance With Applicable Laws And Directives. The Tenant agrees to comply fully with all applicable state and federal laws and regulations, local laws and regulations, and Town of Grand Lake municipal ordinances.

ARTICLE 3 RIGHTS OF INGRESS AND EGRESS

- 3.1 In General. The Tenant shall have the right of ingress and egress to and from the Business Space for Tenant's employees, contractors, agents, and invitees to the extent reasonably necessary in connection with the conduct of the Business Operations under this Agreement. Areas designated on Exhibit A as restricted areas by the Town will be excluded from this Lease. Access via keys or keycards will be provided to employees designated in writing by the Tenant, and Tenant assumes all responsibility and liability associated with actions of those individuals named as well as the actions of any individuals the Tenant provided keys or keycards to.
- 3.2 Closures. The Town may, at any time, temporarily or permanently, close or consent to or request the closing of any roadway or any other way at, in, or near the real property, presently or hereafter used as such, so long as reasonable and safe means of ingress and egress remains available to Tenant. Town agrees to give Tenant prior written notice of such closures at least thirty (30) days in advance, except in the event of an emergency, in which case no notice shall be required.

ARTICLE 4 UNDERTAKINGS OF TENANT

- 4.1 Service. Tenant agrees:
 - 4.1.1 The Tenant shall furnish and pay for all equipment, except as otherwise provided by the Town pursuant to Article 8, all goods, labor, transportation, supervision, and services necessary to conduct Business Operations in accordance with this Agreement.

4.2 Days and Hours Of Operation.

The days and hours of Operation for Business Operations are anticipated to be the following:

June 1 through October 31	8 a.m. to 5 p.m.*	four weekdays per week
November 1 through May 31	8 a.m. to 5. p.m.*	three weekdays per week

*Hours of Operation are subject to change in Tenant's discretion.

- 4.3 Tenant Personnel. Tenant shall control the conduct and demeanor of its agents, independent contractors, employees, guests, and invitees. Upon objection from the Town concerning the conduct or demeanor of any such person, the Tenant shall immediately take all lawful steps to remove the cause of the objection.
- 4.4 Physical Interference. Tenant shall not do, nor permit to be done, anything which may interfere with the use or effectiveness or accessibility of the electrical system, lighting system, water system, drainage system, sewage system, fire protection system, sprinkler system, alarm system, and fire hydrants and hoses, if any, installed or located in the Business Space or elsewhere on Grand Lake Center. The Town shall be responsible for the maintenance and upkeep of all such systems.
- 4.5 Taxes. To the extent real property taxes are assessed on parts or all of the Grand Lake Center, Tenant agrees to pay its pro rata share of such real property taxes, if any, based on the square footage of the Business Space. Tenant agrees to pay all local, state and federal social security, unemployment insurance, workers' compensation insurance, sales, use, personal property and other taxes, assessments and payments-in-lieu which, during the term of this Agreement or any extension hereof, may become a lien or which may be levied or charged by the federal government, State, County, the Town or other tax-levying body upon or with respect to the Business Space, upon any taxable interest acquired by the Tenant in this Agreement, or any taxable possessory right which Tenant may have in or to the Business Space or facilities or the improvements thereon, by reason of Tenant's occupancy or use thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by Tenant or taxes on the Business Operations in or about the Business Space or elsewhere on Grand Lake Center. However, except as otherwise permitted by this Agreement, no charges, fees or taxes of any nature shall be imposed by the Town solely upon Tenant for exercising any right or privilege granted by the Town to Tenant in this Agreement with respect to the use of the Business Space. Nothing herein shall prevent Tenant from protesting, through due process, any taxes levied.
- 4.6 Licenses. Tenant agrees to obtain and pay for all licenses necessary in connection with the Business Operations, including but not limited to, a Town business /sales tax license.

ARTICLE 5 TERM

- 5.1 Term. The parties agree that the initial term of this Agreement shall be for a period of three years and shall commence on June 1, 2019, and shall expire on May 31, 2022. No less than six months prior to the expiration of the initial three-year term, the parties shall enter into good faith negotiations to determine whether the term of the lease should be extended and on what terms and conditions. If the parties are unable to agree on terms and conditions to extend the lease beyond the initial three period, then the lease will terminate on the expiration of the initial three-year period and the Tenant must vacate the premises and remove its property from the Business Space as provided herein.
- 5.2 Termination. Upon termination of this Agreement, Tenant's accrued liability to the Town arising under this Agreement prior to such termination shall survive the termination, and the Town may re-enter, take possession of the Business Space and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.
- 5.3 Holding Over. In the event that the Town consents in writing to allow Tenant, or its successor in interest, if any, to remain beyond the term set forth herein, although no right to remain is given by this Article, it is the intention of the parties and it is hereby agreed that a right of use from month-to-month after expiration shall then arise subject to all provisions and conditions of this Agreement in connection with such right, except that the Town shall have the sole right to determine reasonable fees, not to exceed an increase of 10% of the Rental Fee provided for in Section 6.1 below for any holdover period. The lease may be terminated by either party during the hold over period upon 30 days written notice.

ARTICLE 6 RENT

- 6.1 Business Space Rental Fee. For the privilege of conducting the Business Operations hereunder, and the exclusive use of the Business Space, the Tenant shall pay to the Town a fee in an amount equal to \$1.00 per year. Payment of Rental Fee is due and owed on the first day of each month. The reduced rental fee being charged by the Town to the Tenant reflects the promises of the Tenant to provide certain medical services for certain periods to the Grand Lake community, as set forth herein in Section 4.2.

ARTICLE 7
UTILITIES, MAINTENANCE AND JANITORIAL DUTIES

- 7.1 Utilities. The Town shall pay all charges for water, storm water, sewer, gas, trash collection, and electric services to the Business Space, except as provided in Article 17 below. Tenant shall be responsible for its own telephone and IT systems.
- 7.2 Maintenance And Repair. The Tenant shall maintain and repair the Business Space, except for any structural elements within the Business Space such as but not limited to, any load bearing partitions and HVAC systems; and any common boiler, furnace, hot water heaters, water and sewer service lines, and the like which are used in common with the occupants of other portions of Grand Lake Center or the Town, all of which shall be the responsibility of the Town. The Town shall not in any way be liable to the Tenant for failure to make repairs as herein specifically required of it unless the Tenant has previously notified the Town in writing of a need for such repairs, and the Town has failed to commence and complete said repairs within a reasonable period of time following receipt of the Tenant's written notification.
- 7.2.1 The Tenant shall neither hold nor attempt to hold the Town liable for any injury or damage, either approximate or remote, occasioned through or caused by defective electrical wiring or the breaking or stoppage of plumbing or sewage within the Business Space, whether said breakage or stoppage results from freezing or otherwise.
- 7.3 Cleaning and Janitorial. The Tenant shall keep the Business Space, its fixtures, and all areas used in good sanitary condition as required by the ordinances, resolutions, statutes and health, sanitary and police regulations of the Town of Grand Lake and State of Colorado and policies of the Town. Tenant shall have additional cleaning and janitorial obligations as set forth in Article 17, below.
- 7.3.1. The Tenant is responsible for the ongoing cleanliness of the Business Space in order to provide a clean and orderly appearance for the public.
- 7.4 Maintenance, Cleaning, and Repair of Common Areas. The Town shall be responsible for the maintenance, upkeep, and cleaning of the common areas within the Grand Lake Center, including the hallways, sidewalks, parking lots, restrooms, exterior windows, doors, and walls, and other areas that are open to the general public, including snow plowing the sidewalks and parking lots.
- 7.5 Signage. Tenant shall be entitled to interior and exterior signage which is consistent with the Grand Lake sign code and is approved by the Town in advance, which approval shall not be unreasonably withheld.

ARTICLE 8 ACCEPTANCE OF PREMISES AND TRADE FIXTURES

- 8.1 Acceptance. On the date of commencement of the Tennant's occupancy of the Business Space, Tenant shall acknowledge that it accepts the Business Space as well as any Town equipment and fixtures "AS IS", without any express or implied warranty of any kind, including but not limited to warranty of habitability or warranty of fitness for a particular purpose.
- 8.3 Installation of Equipment and Trade Fixtures. No equipment, trade fixtures, signs or other personal property used by Tenant in its business, whether or not attached to the Town Property or any improvements thereon, shall be installed without the prior written approval of the Town. The Town consents to the installation of an X-ray machine, together with the lead-lined ceiling and walls required for the proper and safe operation thereof, all at Tenant's expense.
- 8.4 Removal Of Equipment And Trade Fixtures. Tenant shall have the right at any time during the term of this Agreement or upon termination and within thirty (30) days thereafter, to remove all personal property such as trade fixtures, equipment and other personal property, but subject to any valid lien the Town may have thereon for unpaid portions of the Business Space Rental Fee pursuant to Article 6 or any other amounts due from Tenant to the Town pursuant to the provisions of this Agreement, Town ordinances, or otherwise. Any damage to the property of the Town caused by the removal of any fixtures or equipment of Tenant shall be repaired by Tenant at its own cost. Except as otherwise provided for herein, any property not so removed by Tenant upon termination as provided in this Section may, at the election of the Town, become a part of the realty on which it is located and title thereto shall vest in the Town, if the Town so chooses. If the Town elects not to take title or possession of any personal property such as trade fixtures, equipment or other personal property left in the Business Space after termination, Tenant shall remove such personal property, trade fixtures, and equipment within thirty (30) days of receiving written notification from the Town. Tenant shall be fully liable for any damages to the Business Space or other parts of the Grand Lake Center that occurs during such removal process, if caused by the Tenant or its agents.
- 8.5 Title To Improvements. No improvements shall be made to the Business Space without the prior written approval of the Town. Upon installation or erection of Improvements, such Improvements shall, at the election of the Town, become a part of the realty upon which they are erected and title thereto shall vest in the Town, unless the parties agree otherwise in writing and in advance of such installation. Upon vesting, the Improvements become part of the Business Space and are subject to the terms applicable to the Business Space within this Agreement. If the Town elects not to take title or possession of any improvements made to the Business Space, Tenant shall remove such improvements within ten days of receiving written notification from the Town. Tenant shall be fully liable for any damages to the Business Space or other parts of the Grand Lake Center that occurs during such removal process, if caused by Tenant or its agents. The Town consents to the

installation of the furniture, fixtures, and other equipment listed on Exhibit B, which, even if installed on or attached to the realty, shall remain the personal property of the Tenant.

- 8.6 Conformance with Applicable Laws. All improvements and all trade fixtures, equipment or other personal property installed by Tenant shall be subject to and conform in all respects to the applicable statutes, ordinances, building codes, rules and regulations of all governmental agencies which have jurisdiction over such matters.

ARTICLE 9 DAMAGE BY TENANT

The Tenant shall be liable for and shall repair, replace or cause to be repaired or replaced within thirty (30) days after occurrence, any damage to Town Property, including the Business Space, or to the Town's property, equipment and fixtures caused by Tenant, Tenant's agents, employees, independent contractors working at Tenant's direction, or anyone else acting under Tenant's direction and control, ordinary wear and tear excepted. All repairs or replacements shall be made promptly and when necessary and shall be in a quality and of a class at least equal to the original. If the damage for which Tenant is liable is to the Business Space, Tenant shall continue to be liable for the Business Rental Fee and all other charges provided for in this Agreement, even if the Business Space has been rendered untenable or unusable.

Tenant shall deposit with the Town a security deposit in the amount of \$ __-0-__. At the end of the lease, the security deposit will be returned to the Tenant after deductions for unpaid Rent, Utilities, and damage to the Business Space, other than ordinary wear and tear, or damage to the Grand Lake Center. The Tenant shall not use the deposit at any time for payment of Rent, but instead, should Tenant fail to pay amounts due upon termination or breach of the Agreement, the Town may at its option use the security deposit to satisfy any portion of the amounts owed. However, the use of the security deposit shall not limit the ability of the Town to recover any damages in excess of the security deposit amount.

ARTICLE 10 TOTAL OR PARTIAL DESTRUCTION

- 10.1 Business Space Or Other Major Component Rendered Untenable. In case, during the term of this Agreement, the Business Space, or other related part of the Grand Lake Center, shall be destroyed or shall be so damaged by fire, flood, or other casualty so as to be rendered untenable or unusable as determined by either party:

- 10.1.1 Then, in such event, at the option of either party, the term hereby created shall cease, and this Agreement shall become null and void from the date of such determination, and Tenant shall immediately surrender the Business Space and his/her/its interest therein to the Town; provided, however, that the Town or Tenant shall exercise such option to so terminate this Agreement by notice, in writing, delivered to the other party within thirty (30) days after the determination of untenability or non-usability.

- 10.1.2 In the event neither party elects to exercise its option in 10.1.1 and terminate this Agreement, this Agreement shall continue in full force and effect; and the Town shall repair the Business Space, excluding improvements or equipment, signs, trade fixtures, or other personal property installed by Tenant, with all reasonable speed, placing the same in as good condition as it was at the time of the damage or destruction.
- 10.2 Business Space Only Untenantable. In the event of destruction rendering only the Business Space untenable or non-usable through no fault of the Town or the Town's agents or employees, the Town shall endeavor, but not be obligated, to make substitute premises available for Tenant's use, at no additional cost.
- 10.3 Components Tenantable. If the Business Space shall be only injured by fire, flood, or the elements to such extent so as not to render the same untenable and unfit for use and occupancy, the Town shall repair the same with all reasonable speed at its own expense.
- 10.4 Removal Of Personal Property. In any event, upon the occurrence of damage or destruction, Tenant shall remove all rubbish or debris, merchandise, furniture, furnishings, equipment and other items of its personal property from within the Business Space within thirty (30) days after receipt of written request by the Town. The Town shall be responsible for the removal of rubbish and debris as the result of the damage or destruction of any portion of the Grand Lake Center other than the Business Space.
- 10.5 Exception For Damage Caused By Tenant. In the event of damage caused by Tenant, as more specifically addressed in Article 9 of this Agreement, the provisions of Article 9 shall govern in any conflict between Article 9 and Article 10.
- 10.6 No Claim By Tenant. No compensation or claim shall be made by or allowed to Tenant by reason of any inconvenience or annoyance arising from the necessity of repairing portion of the Business Space or the Grand Lake Center, however the necessity may occur.

ARTICLE 11 INDEMNIFICATION AND INSURANCE

- 11.1 The Town's Liability. The Town shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever or whatsoever as a result of any operations, works, acts, sales, or omissions performed within the Business Space by Tenant, its agents, employees, guests, invitees, or contractors.
- 11.2 Indemnification. Tenant covenants that it will indemnify and hold the Town harmless from all claims, demands, judgments, costs and expenses, claimed or recovered (whether justly, unjustly, falsely, fraudulently or frivolously) by any person by reason of injury to or death of any individual person or persons, or by reason of damage to, destruction or loss of use

of any property, directly or indirectly arising out of, resulting from, or occurring in connection with any operations, works, acts, or omissions or negligence of Tenant.

The Town covenants that it will indemnify and hold the Tenant harmless from all claims, demands, judgments, costs and expenses, claimed or recovered (whether justly, unjustly, falsely, fraudulently or frivolously) by any person by reason of injury to or death of any individual person or persons, or by reason of damage to, destruction or loss of use of any property, directly or indirectly arising out of, resulting from, or occurring in connection with any operations, works, acts, or omissions or negligence of Town.

As used in this Section 11.2, the terms "the Tenant" and "Town" include their respective directors, officers, agents, employees, guests, invitees, and contractors of the Town.

- 11.3 Tenant Insurance. Without limiting any of the Tenant's obligations hereunder, the Tenant shall provide and maintain comprehensive liability insurance coverage of the Business Operations in an amount no less than \$1,000,000. The Town shall maintain insurance on the real property hereby leased.
- 11.4 Precautions Against Injury. The Tenant shall take all necessary precautions in performing the Business Operations hereunder to prevent injury to persons and property.
- 11.5 No Waiver Of Immunity. Nothing herein shall be construed as a waiver by the Town or the Tenant of any of the immunities, privileges and defenses available to them under the Colorado Governmental Immunity Act, as may be amended from time to time, or arising under common law.

ARTICLE 12 NO INTEREST IN REAL PROPERTY

Tenant agrees that this Agreement constitutes merely a lease of the Business Space for a limited purpose and does not create or convey to Tenant any other interest in real property.

ARTICLE 13 NO ASSIGNMENT/SUBLET

The Tenant shall not assign this Agreement, and shall not sublet or otherwise allow any person to take possession of all or any portion of the Business Space. Any transfer by operation of law of Tenant's interest created hereby, other than by merger or consolidation, must be approved in advance, in writing, by the Town.

ARTICLE 14 RIGHT OF THE TOWN TO ENTER, INSPECT, AND MAKE REPAIRS

- 14.1 In General. Subject to the provisions of Article 17, the Town and its authorized officers, employees, agents, contractors and other representatives shall have, upon reasonable notice under the circumstances, the right (at such times as may be reasonable under the

circumstances, subject to HIPAA, and with as little interruption to Tenant's operation as is reasonably practicable) to enter upon any part of the Business Space for the following purposes:

- 14.1.1 To inspect such premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Tenant has complied with and is complying with the terms and conditions of this Agreement with respect to such premises;
 - 14.1.2 To perform or cause to be performed maintenance and make repairs and replacements; and
 - 14.1.3 To make structural additions and alterations.
- 14.2 Obstruction By The Town. All entries made for the purposes enumerated above shall, except as otherwise provided in Article 10, Total or Partial Destruction, be without abatement of the Business Space Rental Fee or damage for any inconvenience. However, in the event any entry by the Town in the Business Space for the purpose of making repairs or alterations as provided for in Section 14.1.2 above (other than repairs necessitated as a result of damage by Tenant under Article 9) constitutes a substantial obstruction to and impairment of Tenant's right of use of such Business Space, then Tenant shall be entitled to a fair and just abatement of the Business Space Rental Fee for the Business Space during the period required by the Town to make such repairs. The Town shall use its best efforts to make substitute space within the Grand Lake Center available for Tenant's use, at no additional cost, during any obstruction to and impairment of Tenant's right of use of the Business Space.
- 14.3 Obstruction By Tenant. In the event that any personal property of Tenant shall obstruct the access of the Town, its officers, employees, agents or contractors, or a utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Tenant shall move such property, as directed by the Town or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Tenant shall fail to so move such property within thirty (30) days after direction from the Town or said utility company to do so, the Town or the utility company may move it without liability for damage sustained in moving.
- 14.4 No Eviction Or Abatement. Exercise of any or all of the foregoing rights in this Article, by the Town, or others under right of the Town, shall not be, nor be construed to be, an eviction of Tenant, nor be made the grounds for any abatement of the Business Rent nor any claim or demand for damages against the Town, consequential or otherwise, except as otherwise herein provided.

ARTICLE 15
DEFAULT, RIGHTS OF TERMINATION

- 15.1 Default By Tenant. Time of payment and performance is of the essence in this Agreement. Tenant shall be in default under this Agreement upon the occurrence of any one or more of the following events:
- 15.1.1 Tenant's failure to pay rent by the due date. Tenant's failure to pay any other fee or other charge when due to the Town and within five (5) working days after notice from the Town of such non-payment.
 - 15.1.2 Tenant's assignment of any right hereunder, or attempt to sublet the Business space, in violation of Article 13.
 - 15.1.3 Tenant's failure to perform, keep or observe any of the terms, covenants or conditions of this Agreement and to cure or remedy such failure within five (5) working days after notice from the Town of such failure.
 - 15.1.4 The filing by Tenant of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy against Tenant, the taking of possession of all or substantially all of Tenant's assets pursuant to proceedings brought under the provisions of any federal reorganization act or the appointment of a receiver of all or substantially all of Tenant's assets and the failure of Tenant to secure the return of such assets and/or the dismissal of such proceeding within (90) days after the filing.
 - 15.1.6 The abandonment for a period of ten (10) days by Tenant of the conduct of the Business Operations during the term of this Agreement without notice to the Town.
 - 15.1.7 The assignment by Tenant of its assets for the benefit of creditors.
 - 15.1.8 The death or disability of the Tenant or a principal of the Tenant, to the extent such death or disability interferes with the ongoing conduct of the Business Operations.
 - 15.1.9 Any other breach of this Agreement.
- 15.2 The Town's Remedies On Default.
- 15.2.1 In the event of a default by Tenant which is uncured after ten (10) days written notice thereof from the Town (except as provided for in Section 15.1.1. above), the Town may terminate this Agreement by notice in writing to Tenant. In the alternative, the Town may elect to keep the Agreement in force and work with Tenant to cure the default. If this Agreement is terminated, Tenant's liability to the Town for damages and fees, including

but not limited to the Monthly Rental Fee, shall survive the termination, and the Town may re-enter, take possession of the Business Space, and remove any persons or property by legal action with the use of reasonable force and without liability for damages.

15.2.2 Following re-entry or abandonment, the Town may make arrangements for use of the Business Space by others, and in that connection may make any suitable alterations or refurbish the Business Space, but the Town shall not be required to make such arrangement for any use or purpose.

15.3 Default By Town. Time and performance are of the essence in this Agreement. Town shall be in default under this Agreement upon the Town's failure to perform, keep or observe any of the terms, covenants or conditions of this Agreement and to cure or remedy such failure within ten (10) days after notice from the Tenant of such failure.

15.4 The Tenant's Remedies On Default.

15.4.1 In the event of an uncured default by Town, the Tenant may terminate this Agreement by notice in writing to Town. In the alternative, the Tenant may elect to keep the Agreement in force and work with Town to cure the default. If this Agreement is terminated, Town's liability to the Tenant for damages shall survive the termination.

ARTICLE 16 MISCELLANEOUS PROVISIONS

16.1 Cumulative Rights. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other or of any other remedy available to the Town, or Tenant, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

16.2 Non-Waiver. The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition, or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.

16.3 Non-liability Of Individuals. No director, officer, agent, or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of its or their execution or attempted execution of the same.

- 16.4 Limitation On Use. Tenant shall not use, or permit the use of the Business Space, or any part thereof, for any purpose or use other than those authorized by this Agreement. Neither shall Tenant permit nor suffer any disorderly noise or nuisance whatsoever about the Business Space or the Grand Lake Center.
- 16.5 Governing Law. This Agreement shall be performable and enforceable in the Town of Grand Lake, Colorado, and shall be construed in accordance with the laws of the State of Colorado.
- 16.6 Benefits. This Agreement is made for the sole and exclusive benefit of the Town and the Tenant and is not made for the benefit of any third party.
- 16.7 Construction. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- 16.8 Successors and Assigns. All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns. This provision does not render the Agreement assignable, as assignment is governed by Article 13.
- 16.9 Headings. The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
- 16.10 Entire Agreement. This Agreement, which is the entire agreement between the parties hereto, supersedes all prior agreements, understandings, warranties or promises between the parties hereto, whether written, spoken or implied from the conduct of the parties hereto.
- 16.11 Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any of the other covenants, conditions or provisions of this Agreement, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either the Town or Tenant in his or its respective rights and obligations under the valid covenants, conditions or provisions of this Agreement.
- 16.12 Surrender Of Possession. Upon the expiration of this Agreement or its earlier termination as herein provided, Tenant shall remove all of its property from the Business Space and all other Town property and surrender entire possession of its rights to the Town and its improvements in accordance with Article 9 above, unless this Agreement is renewed or replaced.
- 16.14 The Town Representative. The Town designates Town Manager or his/her designee, as its representative who shall make, within the scope of his authority, all necessary and proper

decisions with reference to this Agreement. All requests for contract interpretations, amendments, and other clarifications or instructions shall be directed to the Town Representative. The representative may be changed by written notification to the Tenant.

- 16.15 Notices. Notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given upon personal delivery or upon deposit in the United States Mail, certified, return receipt requested, postage fully prepaid, addressed as follows or to such other address as the parties may designate from time to time by notice given in accordance with this Section:

To Tenant: Kremmling Memorial Hospital District
Attn: CEO
P.O. Box 399
Kremmling, CO 80459

Copy to: Georgia Noriyuki
Noriyuki & Parker, P.C.
P.O. Box 949
Granby, CO 80446

To the Town: Town of Grand Lake
Attention: Town Manager
PO Box 99
Grand Lake, CO 80447

Copy To: Scott Krob, Town Attorney
Krob Law Office, LLC
8400 E. Prentice Ave., Penthouse
Greenwood Village, CO 80111

- 16.16 Paragraph Headings. Paragraph headings contained herein are for convenience and reference, and are not intended to define or limit the scope of any provisions of this Agreement.
- 16.17 Force Majeure. Neither the Town nor the Tenant shall be deemed in violation of this Agreement if prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God or nature, act of public enemy, acts of superior governmental authority, weather conditions, rights, rebellion, sabotage or any other circumstances that are not within its control.
- 16.18 No Limitation On General Powers. Nothing in this Agreement shall be construed as in any way limiting the general powers of the parties to fully exercise their governmental functions or their obligations under any bond, covenants, or federal, state or local laws rules or regulations.

- 16.19 No Relationship. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of employer and employee, principal and agent or a partnership or a joint venture between the parties hereto. The Town shall not be responsible for any debts or obligations whatsoever of Tenant.
- 16.21 Survival. To the extent necessary to carry out all of the terms and provisions hereof, the aid terms, obligations, and rights set forth herein required shall survive and shall not be affected by the expiration or termination of this agreement.

ARTICLE 17 ADDITIONAL PROVISIONS

17.1 Effect of this Article. The parties agree that the following additional provisions apply to their relationship and this Agreement. To the extent there is any conflict between the provisions of this Article 17 and other provisions of the Agreement, the provisions of Article 17 shall control.

17.2 Improvements to interior of Business Space. The parties recognize and agree that use of the Business Space for a medical/health clinic will necessitate substantial alterations to the interior of the Business Space and the installation of certain fixtures and equipment. All costs of altering the interior of the Business Space, as well as all costs of obtaining and installing fixtures and equipment shall be borne solely by Tenant. Any alteration or improvement of any of the electrical, mechanical, or other systems of the Grand Lake Center requested by the Tenant shall be done at the sole expense of Tenant. No modifications of the Business Space or the Grand Lake Center shall be made without the advance written consent of the Town.

17.3 Disposal of medical waste and trash from Business Space. Tenant shall be solely responsible for all costs associated with removal of trash, refuse, used materials and other items of any type used in or generated by the Business Space in a manner that fully complies with all applicable laws, rules and regulations.

17.4 Protection and confidentiality of medical records. It shall be the sole responsibility of Tenant to take all steps necessary to ensure the confidentiality and security of patient and other medical records and to comply with all applicable laws, rules and regulations relating to such records, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). To the extent protection of such records necessitates implementation of security measures associated with the Business Space, the Tenant shall bear all expenses associated with such measures.

Notwithstanding anything contained herein, all medical and other records or documents prepared by or for Tenant in connection with the care and services it renders to its patients shall be and remain the property of Tenant under all circumstances and shall be treated as confidential pursuant to applicable federal and state law. The Town acknowledges that it does not require access to Protected Health Information to perform its responsibilities and duties hereunder or for any and all other purpose. In the event such access to Protected Health Information by the Town

were to become necessary, the Town agrees to first execute a Business Associate Agreement as defined in HIPAA and any other documents required to maintain Tenant's HIPAA compliance. The parties acknowledge and agree that the Town and the Tenant are subject to the provisions of the Colorado Open Records Act ("CORA"), Title 24, Article 72, Part 2, C.R.S.

17.5 Use of other areas of the Grand Lake Center. Tenant shall be entitled to use the following other areas within the Grand Lake Center on the terms and conditions indicated:

17.5.1 Common Areas. Tenant, its employees, contractors, patients, and invitees shall be entitled to use the common areas within the Grand Lake Center, including the hallways, sidewalks, parking lots, restrooms, and other areas that are open to the general public without charge.

17.5.2 Use of other areas within Grand Lake Center. Except as specifically provided in Section 17.5.1, Tenant, its employees and patients shall not be entitled to use or occupy any other portions of the Grand Lake Center solely based on their relationship or affiliation with the Tenant.

17.6 Fee for increased electrical service. The parties recognize that some of the Tenant's uses of the Business Space will require a level of electrical service substantially in excess of that used by other tenants of the Grand Lake Center. Accordingly, Tenant agrees to (1) arrange and pay to have the Business Space's electrical use separately metered, in which case the Tenant will pay the electrical bills associated with the Business Space, or (2) if the Business Space cannot reasonably be separately metered for electrical service, in the Tenant's sole discretion, then the parties will engage in good faith negotiations to determine the additional amounts the Tenant will pay for the electricity used in or related to the Business Space. If no agreement can be reached, this Lease shall terminate.

17.7 Increased water or sewer demand. To the extent that as a result of (1) the Tenant's use of the Business Space as a medical/health clinic or (2) any alterations to the Business Space or the Grand Lake Center made to accommodate Tenant's use or occupancy of the Business Space, the provider of water or sewer service to the Grand Lake Center concludes that additional water or sewer tap fees must be paid or that alterations to the water or sewer system infrastructure to or within the Grand Lake Center must be made, the Tenant shall be solely responsible for all costs and expenses assessed by the water or sewer service provider. In the event that the Tenant pays for additional water or sewer taps for the Business Space, upon vacating the Business Space, Tenant shall be entitled to any reimbursement, repayment, or other return of the cost of the additional water or sewer taps, if any.

17.8 Annual report from Tenant. In consideration for the Town providing the Business Space to the Tenant for a nominal rental fee and to enable the parties to review this Agreement at the end of the initial three-year term, the Tenant agrees to provide the Town with an annual report on or before June 1 of each calendar year showing the use of the Business Space by the Tenant. Such report shall include but is not limited to operational and statistical information such as the number of patients seen, days and hours of operation, zip codes and other location information of patients, and similar information which is provided by Tenant to other landlords. Such annual

report shall not include any Protected Health Information as defined by HIPAA, or any other identifying information about patients.

17.9 Town's inspection of the Business Space. The right of the Town to enter and inspect the Business Space as provided in Article 14 shall be exercised in a manner that does not interfere with the ability of the Tenant to maintain confidentiality of patient/client materials, does not violate HIPAA, and that does not adversely affect the equipment and improvements placed within the Business Space by the Tenant.

17.10 Securing of medicines, drugs, and medical instruments, medical supplies or materials. Tenant shall undertake all reasonably necessary precautions and security measures, at Tenant's sole expense, to ensure that all medicines, drugs, medical instruments, medical supplies or other materials that relate in any manner to the use of the Business Space for purposes of operating the Medical Clinic are fully and completely contained in a safe and secure manner at all times.

17.11 Annual Appropriation. The Tenant does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of Tenant within the meaning of Article XI, Section 6, or Article X, Section 20, of the Colorado Constitution. Notwithstanding anything herein to the contrary, the renewal of this Agreement and the performance of obligations of the Tenant hereunder requiring budgeting and appropriation of funds are subject to annual budgeting and appropriation by the Tenant's Board in its discretion.

TOWN:

TOWN OF GRAND LAKE

By James C Peterson 2-20-19
 Date
James C Peterson MAYOR - GRAND LAKE
 Name and Title

TENANT:

KREMMLING MEMORIAL HOSPITAL DISTRICT,
a quasi-municipal corporation and Colorado Special District,
d/b/a Middle Park Health

By Mark Bernie Murphy KMHAD BOD CHAIR
 Date
MARK BERNIE MURPHY
 Name and Title

EXHIBIT B
Tenant's Personal Property, Furniture, Fixtures, and Equipment

All furniture, fixtures, equipment, including x-ray equipment, and supplies, necessary to operate a medical clinic.