

Retail Establishment Permit Initial Application and Renewal

This application applies to retail establishments and art galleries.

☒ Initial Application

☐ Renewal

State Fee: \$93.25

Local License Fee: \$3.75

Name of Local Licensing Authority:

The City of Fruta

Local Application Fee: \$

100

(please contact the local licensing authority within the jurisdiction in which the retail establishment is located to determine their local application fee amount).

Note – Due to the 30-day notice requirements, please file this application simultaneously with your local and state licensing authorities for necessary review.

Section A – Applicant Information

Applicant Name

Carlee K. Burnett

State Sales Tax Number of Applicant

96477474-0001

Trade Name of Establishment (DBA)

Canvas 35 Gallery LLC

Permit Number (if Renewal)

Street Address

100 S Park Square # A

Phone Number

970-986-9112

City

Fruta

County

Mesa

State

CO

ZIP Code

81521

Mailing Address

1150 E Paradise Way

City or Town

Fruta

State

CO

ZIP Code

81521

Email Address

carlee918@yahoo.com

Check the option that applies.

- ☐ **Art Gallery:** is a retail establishment that has the primary purpose of exhibiting and offering for sale works of fine art or precious or semiprecious metals or stones.
- ☒ **Retail Establishment:** is an establishment that has the primary purpose of selling goods or services to the public and that: (I) conducts business at a physical building in Colorado; and (II) derives less than fifty percent (50%) of the establishment's gross sales of goods and services from the sale of food.

Section B – Art Gallery (NO)

Note – Only fill out this section if you qualified as an Art Gallery in the bottom question on page 1.

Please indicate that the primary purpose of the art gallery is to exhibit or offer for sale:

- ☒ Works of fine arts as defined in section 6-15-101; or
- ☐ Precious or semiprecious metals or stones as defined in section 18-16-102; or
- ☐ Both of the above.

Does the applicant sell alcohol beverages by the drink? ☐ Yes ☒ No

Will the applicant abide by the serving size limitations as listed in 44-3-424(1)(b) (IV)-(VII), C.R.S.? ☒ Yes ☐ No

Will the applicant charge an entrance fee or cover charge, or require a donation in exchange for complimentary beverages for consumption on the premises? ☐ Yes ☒ No

Will the applicant be allowing more than 250 people on the premises at one time when alcohol beverages are being served? ☐ Yes ☒ No

Will the applicant serve alcohol beverages for more than 4 hours in any twenty-four (24) hour period, and no more than 24 days per year? ☐ Yes ☐ No

Will the applicant serve or distribute alcohol beverages between the hours of 2 a.m. and 7 a.m.? ☐ Yes ☒ No

Section C – Retail Establishment (YES)

Note – Only fill out this section if you qualified as a Retail Establishment in the bottom question on page 1.

Does the applicant have more than 25 employees at the proposed location? ☐ Yes ☒ No

Does the applicant have retail sales that exceed five million dollars per calendar year at the proposed location? ☐ Yes ☒ No

Does the applicant sell firearms, motor vehicles, marijuana, gasoline, or diesel fuel? ☐ Yes ☒ No

Does the applicant educate students from kindergarten to twelfth grade or provide childcare? ☐ Yes ☒ No

Is the applicant a convenience store? ☐ Yes ☒ No

Does the applicant sell alcohol beverages by the drink? ☐ Yes ☒ No

Will the applicant abide by the serving size limitations as listed in 44-3-424(1) (b)(IV)-(VII), C.R.S.? ☒ Yes ☐ No

Will the applicant charge an entrance fee or cover charge, or require a donation in exchange for the complimentary beverages for consumption on the premises? ☐ Yes ☒ No

Section C – Retail Establishment (continued)

- Will the applicant be allowing more than 250 people on the premises at one time when alcohol beverages are being served? ☐ Yes ☒ No
- Will the applicant serve alcohol beverages for more than 4 hours in any twenty-four (24) hour period, and no more than 24 days per year? ☒ Yes ☐ No
- Will the applicant serve or distribute alcohol beverages between the hours of 2 a.m. and 7 a.m.? ☐ Yes ☒ No

Section D – Checklist And Event Details

Note – This section applies to **both** Art Gallery and Retail Establishment permit applicants

- ☒ Attach a copy of a deed or lease in the exact name of the applicant reflecting possession of the premises for at least one year after the date of the application.
- ☒ Attach a diagram of the premises that reflects the area within the premises where alcohol beverages will be stored, served, possessed, and consumed.

Does the applicant hold or have interest in any liquor license(s)? ☒ Yes ☐ No

Retail establishment permittees are permitted to have an interest in the following, as listed in C.R.S. §44-3-424(6)(b):

- Beer & Wine
- Hotel & Restaurant
- Tavern
- Brew Pub
- Club
- Arts License
- Racetrack
- Public Transportation System
- Optional Premises
- Retail Gaming Tavern
- Vintner's Restaurant
- Distillery Pub
- Lodging and Entertainment
- Bed and Breakfast Permit
- Fermented Malt Beverage and Wine Retailer
- Fermented Malt Beverage (On)
- Fermented Malt Beverage (On/Off)
- Other retail establishments holding a Retail Establishment Permit
- A financial institution as defined by 44-3-308(4)

If Yes, provide the license number and license type of any liquor license(s) held by the applicant.
(Please attach a separate sheet to this application if additional space is needed.)

License Number	License Type

Section D – Checklist And Event Details (continued)

Please list all dates of service for the proposed permit year below:

(Please attach a separate sheet to this application if additional space is needed.)

Date 12/6/24	To: 9pm	Date 4/4/25	To: 9pm
From: 5pm		From: 5pm	
Date 12/27/24	To: 9pm	Date 4/25/25	To: 9pm
From: 5pm		From: 5pm	
Date 1/3/2025	To: 9pm	Date 5/2/25	To: 9pm
From: 5pm		From: 5pm	
Date 1/24/25	To: 9pm	Date 5/23/25	To: 9pm
From: 5pm		From: 5pm	
Date 2/7/25	To: 9pm	Date 6/6/25	To: 9pm
From: 5pm		From: 5pm	
Date 2/28/25	To: 9pm	Date 6/27/25	To: 9pm
From: 5pm		From: 5pm	
Date 3/7/25	To: 9pm	Date 7/4/25	To: 9pm
From: 5pm		From: 5pm	
Date 3/28/25	To: 9pm	Date 7/25/25	To: 9pm
From: 5pm		From: 5pm	

08/01/25

5pm - 9pm

08/22/25

5pm - 9pm

09/05/25

5pm - 9pm

09/26/25

5pm - 9pm

10/03/25

5pm - 9pm

10/24/25

5pm - 9pm

11/07/25

5pm - 9pm

11/28/25

5pm - 9pm

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer and Wine Code which affect my license.

Title

Owner - Canvas 35 Gallery LLC

Signature

Calvin Burnett

Date (MM/DD/YY)

10/22/2024

Report And Approval of Local Licensing Authority (City/County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended.

Therefore, this application is approved.

Local Licensing Authority (City or County)

The City of Fruita

Date filed With Local Authority

OCTOBER 23, 2024

Title

MATTHEW BREMAN, MAYOR

Signature

Date (MM/DD/YY)

Report of State Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.

Title

Signature

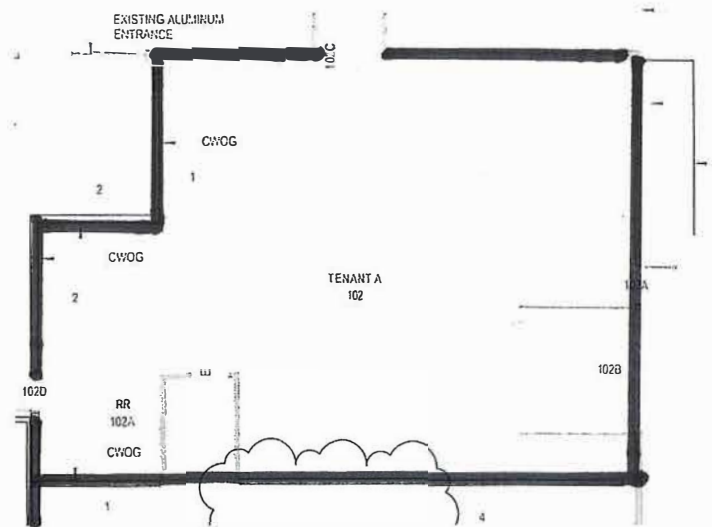
Date (MM/DD/YY)

Do Not Write in this Space – For Department of Revenue use only

Total

Space A in FARM Fruita
hello@farmfruita.com
970-462-7747

12-20" Ceiling
630 Square Feet Patio Space



- Beautiful natural light
- Two retail storefront entrances
- 10-foot glass garage door
- Skylight

- Private bathroom
- Off street parking
- Access to water and drain
- Occupy as-is or ready for your dream tenant finish!

FARM
COMMERCIAL LEASE
SUMMARY PAGE

PARTIES

Landlord: FARM LLC
Landlord's Address: PO Box 781, Carbondale, CO 81623
Tenant: Canvas 35 LLC
Tenant's Primary
Mailing Address: 1150 E Paradise Way, Fruita, CO 81521
Tenant's Email: carlee918@yahoo.com
Guarantor: Terry Wayne Burnett and Carlee Kristine Burnett
Guarantor's Primary
Mailing Address: 1150 E Paradise Way, Fruita, CO 81521
Guarantor's Email: carlee918@yahoo.com

PREMISES/TERM

Premises Unit Number: 102 – Unit A

Premises Rented: Furnished: Unfurnished: x

Commencement Date: August 20, 2024 Time: 9:00 a.m.
Termination Date: October 31, 2025 Time: 5:00 p.m.

Renewal of lease for additional terms to be completed before August 31st, 2025

RENT

Monthly Rent October 2024 to March 2025	\$ <u>3,285.00</u>	
Monthly Rent April 2025 to October 2025	\$ <u>3,650.00</u>	
[Prorated] First Month's Rent	\$ <u>3,285.00</u>	Due on: <u>October 1st, 2024</u>
Total Rent for Term	\$ <u>41,610.00</u>	
Last Month's Rent	\$ <u>3650.00</u>	Due on: <u>October 1st, 2024</u>
Security Deposit	\$ <u>3650.00</u>	Due on: <u>Signing</u>

TERMS AND CONDITIONS

This Commercial Lease ("Lease") is entered between FARM LLC, a Colorado Limited Liability Company ("Landlord") and Tenant, as identified on the Summary Page (Landlord and Tenant are each a "Party").

1. Consideration. The Parties are entering this Lease in consideration of the Premises and Rents (each defined below) and the mutual covenants set forth in this Lease.

2. Premises. Landlord holds the right to lease, and by this Lease leases to Tenant, the unit identified on the Summary Page (the "Premises") within the real property commonly known as 158 Park Square, Fruita, CO 81521 the legal description of which is Lots 3-10, Block 13, Town of Fruita, CO (the "Property")

a. Furnishings, Fixtures, and Appliances. All references to the Premises throughout this Lease include all furnishings, fixtures, and appliances within the Premises.

3. Term/Effective Date. Term/Effective Date. This Lease shall commence and terminate on the dates and times identified on the Summary Page (the period of time between the Commencement Date and Termination Date is the "Term"). This Lease is effective on, and binds the Parties as of, the earlier of the Commencement Date or the date last signed below.

4. Rents.

a. Monthly Rent. Tenant's total Rent under this Lease is the amount identified on the Summary Page ("Rent"). Tenant shall pay Rent to Landlord in monthly installments of Monthly Rent in the amount identified on the Summary Page, due in advance and without prior demand on or before the first day of each calendar month (the "Due Date"). If applicable, prorated Monthly Rent for the first month of the Lease, in the amount identified on the Summary Page is due upon execution of this Lease.

b. Rent Paid at Signing. Upon execution of this Lease, Tenant shall tender payment to Landlord for first and last month's Monthly Rent, together with a Security Deposit in the amount identified on the Summary Page. The last month's Monthly Rent payment is additional Security Deposit for all purposes under paragraph 5, below, until applied by Landlord to the last month's Monthly Rent payment pursuant to subparagraph 4(d), below.

c. Manner of Payment. Tenant shall pay Rent by hand delivering a check to Landlord at Landlord's Address as identified on the Summary Page

or by such other commercially reasonable means as Landlord may designate from time to time.

d. No Offset. Tenant's obligation to pay Rent is independent of every covenant, duty, or obligation of the Landlord under this Lease or other applicable law. Except as specifically stated elsewhere in this Lease, Tenant's obligation to pay Rent is not, under any circumstances, subject to any deduction or offset. Tenant may not withhold payment of any portion of any Monthly Rent, including the last month's, on grounds that the Security Deposit is security for unpaid Rent, except that Tenant may withhold the Monthly Rent payment for the last month of this Lease if and only if (i) Tenant is not in breach or default of this Lease on the Due Date for the last month's Monthly Rent; and (ii) Tenant has no withheld-but-unreimbursed portions of the Security Deposit outstanding pursuant to paragraph 5, below.

e. Additional Rent. All financial obligations Tenant incurs to Landlord under this Lease, regardless whether specifically designated as such, shall be deemed additional "Rent" for all purposes under this Lease and Colorado law. If no other due date is specified in this Lease, payment of such additional Rent is due on the Due Date for Monthly Rent that immediately follows the date on which the additional Rent obligation was incurred.

f. Late Charge. If Tenant delivers any payment of Monthly Rent or additional Rent to Landlord after 5 p.m. on the 5th day following the Due Date, Tenant incurs a \$50.00 late charge as additional Rent under this Lease. Tenant must pay such late charge with the applicable payment of Monthly Rent. Such late charges are liquidated damages, which the Parties agree constitutes a reasonable estimate of the damages to the Landlord resulting from Tenant's late payment of rent, which damages involve additional administrative burdens on Landlord, the monetary value of which are incapable of precise calculation. No late charge is waived unless Tenant requests such waiver from Landlord on or before the Due Date, Landlord agrees in writing to an alternative payment date, and Tenant pays the applicable installment of Monthly Rent on or before the agreed-upon alternative payment date. No such waiver is valid or binding with respect to any subsequent payment of Monthly Rent due under this Lease.

g. Returned Checks. If any check to Landlord from Tenant is returned because of insufficient funds, Tenant incurs a returned-check charge of \$50.00 as additional Rent under this Lease. Such returned-check charge is liquidated damages for any bank fees and administrative burdens Landlord incurs as a result of a returned check. After any check is returned for insufficient funds, Landlord may, by written notice to Tenant, require Tenant to pay all future sums owing under this Lease by certified funds, e.g., cash, money order, or cashier's check.

h. Acceptance of Late Rent. No acceptance of sums past due under this Lease waives or diminishes Landlord's right of eviction or any other contractual, statutory, legal, or equitable right or remedy resulting from any breach of this Lease by Tenant.

i. Tenants Jointly and Severally Liable. All Tenants are jointly and severally liable for all Rent due under this Lease and any compensable damages arising from any breach of this Lease by any Tenant. Each Tenant is considered the agent of all other Tenants for service of process. No termination of a Tenant's possessory rights in the Premises, and no subsequent re-letting of the Premises, releases a Tenant from liability for all Rent owing under this Lease.

5. Security Deposit. Tenant, upon execution of this Lease, shall deposit with Landlord the Security Deposit, as identified on the Summary Page, as security for every obligation Tenant owes Landlord pursuant to this Lease or Colorado law. Landlord may commingle the Security Deposit with other funds of Landlord's, and the Security Deposit shall bear no interest in favor of Tenant.

a. Landlord's Retention of Security Deposit. Landlord may use, apply, withhold, or retain all or any part of the Security Deposit to the extent required to satisfy any financial obligation Tenant owes Landlord under this Lease or other law, whether accruing during the Term or upon termination of this Lease, including but not limited to any costs or reasonable attorneys' fees Landlord incurs in connection with any failure of Tenant to perform any obligation under this Lease, regardless of whether Landlord initiates any lawsuit or other formal legal action.

b. Retention of Funds During Term. Throughout the Term, Landlord may immediately satisfy, in whole or in part, any outstanding financial obligation of Tenant's under this Lease by retaining funds from the Security Deposit. Landlord must provide Tenant a prompt written accounting of the amount of, and reason for, each such withholding, together with reasonable supporting documentation. Within thirty (30) days of receiving such accounting, Tenant must place additional funds in an amount equal to the accounted-for withholding on deposit with Landlord to continue serving as Security Deposit. Tenant's obligation to place such funds on deposit is an additional Rent obligation under this Lease, and Tenant's failure to comply shall be considered non-payment of rent for all legal purposes.

c. Costs in Excess of Security Deposit. If the Security Deposit is insufficient to cover any financial obligation of Tenant for which Landlord would otherwise be entitled to retain funds from the Security Deposit, Landlord may apply the entire Security Deposit towards partial satisfaction of such obligation and account to Tenant for the entire obligation in the

manner prescribed in paragraph 5(b), above, in which case Tenant shall, within the thirty (30) day period provided for under paragraph 5(b), above, reimburse Landlord for the entire Security Deposit plus the amount of such obligation in excess of the Security Deposit.

d. Return of Security Deposit. Within sixty (60) days following the termination of this Lease or surrender and acceptance of the Premises, whichever occurs last, Landlord shall return to Tenant all of the Security Deposit not withheld by Landlord. Contemporaneous with such return, Landlord shall provide Tenant with a written statement accounting for the portion of the Security Deposit Landlord has withheld and listing the exact reasons for the withholding. Landlord is deemed to have complied with this paragraph by mailing said statement, together with any payment required, to the last known address of Tenant. If Landlord fails to provide a written accounting within the period of time stated above, Landlord forfeits all rights to withhold any portion of the Security Deposit, but this forfeiture shall not affect Landlord's right to receive judgment against Tenant for all sums owing under this Lease.

e. No Withholding for Normal Wear and Tear. Landlord shall not withhold any portion of the Security Deposit for any item of normal wear and tear. "Normal wear and tear" means only that deterioration which occurs based upon the use for which the Premises is intended, without negligence, carelessness, accident, or abuse of the Premises by the Tenant.

f. Transfer of Security Deposit Upon Assignment. This Lease is freely assignable by Landlord. Upon Landlord's assignment of this Lease, Landlord may transfer the Security Deposit to the assignee without seeking or receiving Tenant's consent. After such transfer, Landlord is relieved of all liability to the Tenant under any statute or rule of law addressing Landlord's obligations with respect to the Security Deposit.

6. Condition of Premises.

a. Upon Commencement. Tenant is receiving the Premises unfurnished and professionally cleaned at Landlord's expense.

b. Upon Termination. Subject to paragraph 6(c), below, Tenant must return the Premises, and any areas of the Property required to be maintained by Tenant under this Lease, to the condition it was in on the Commencement Date, normal wear and tear excepted.

c. Professional Cleaning. Landlord shall arrange to have the Premises professionally cleaned upon termination of this Lease, including professional cleaning of the floors, and may withhold all costs associated with such cleaning from the Security Deposit. No cleaning, professional or

otherwise, conducted by Tenant prior to or upon the expiration of the Term will affect Landlord's right to have the Premises professionally cleaned at Tenant's expense and withhold the cost from the Security Deposit. Landlord thus encourages Tenant to leave the Premises "broom clean," but not "maid clean" or professionally cleaned, at the expiration of the Term.

7. Repairs and Maintenance.

a. Repair, Maintenance, and Improvement. Landlord is not required to do any repairing or other construction upon the Premises. Landlord may make any repairs, alterations, or improvements to the Premises during the Term of this Lease that Landlord, in Landlord's sole and absolute discretion, deems desirable for the enhancement of the Premises. No construction upon the Premises by Landlord shall be deemed an interference with Tenant's quiet enjoyment of the Premises or relieve Tenant of any obligation to pay Rent.

b. Alterations to Premises. Tenant must obtain Landlord's written consent before making any alterations to the Premises including but not limited to, for example, painting; adding or changing door locks to closets, bedrooms, or bathrooms; replacing furniture or appliances; landscaping; and conducting or ordering any other construction, remodeling, or redecorating of any kind or nature whatsoever.

c. Damage to Premises - Reporting. Tenant must report any damage to or breakage within the Property (including its furnishings, fixtures, and appliances) to Landlord immediately upon its occurrence. Landlord may, at any time, redress such breakage or damage via reasonable repairs or replacements. Unless such breakage or damage was the result of normal wear and tear, Tenant shall pay all costs associated with such repairs or replacements. Plumbing backups, clogs, and overflows resulting from Tenant's use of plumbing fixtures, and any water damage resulting from such backups or overflows, shall never be interpreted as "normal wear and tear" under this Lease. Tenant shall not make repairs or replacements in or upon the Property without Landlord's prior written consent. Any replacement furnishings or appliances, and any fixtures of any nature whatsoever, that Tenant installs in the Premises during the Term shall, at Landlord's option and in Landlord's sole, subjective, and absolute discretion, become the exclusive property of Landlord upon termination of this Lease. If Tenant causes damage to the Property through negligence or willful misconduct, such damage constitutes a material breach of this Lease.

d. Emergencies. If an emergency exists in which a repair is immediately required and Tenant cannot contact Landlord after making reasonable efforts to do so, Tenant may have the repair made by a

professional. If such repair was not necessitated by Tenant's negligent or willful conduct, Landlord shall reimburse Tenant for the cost of such repair within thirty (30) days after Tenant's tender to Landlord of a receipt for the repair payment. Prior to contracting for any such repair, Tenant must document attempts to contact Landlord regarding such emergency using all reasonable means. Tenant's failure to document such efforts shall work a forfeiture of tenant's right to reimbursement under this provision. If Landlord perceives an emergency at the Premises when Tenant is absent, Landlord may take immediate remedial action without notice to Tenant.

e. Tenant's Additional Responsibilities. Tenant shall: (i) properly operate all electrical, gas and plumbing fixtures and keep them clean and sanitary; (ii) immediately notify Landlord of any defects or dangerous conditions in and about the Property of which Tenant becomes aware, including but not limited to any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the Property or related facilities; and (iii) remove garbage and other waste from the Premises in a clean, safe, and timely manner.

8. Use and Occupancy. Tenant shall use the Premises only as art studio and retail space and in compliance with this Lease; all Covenants (defined below) and municipal, state, and federal laws; and any now existing or later enacted rules and regulations Landlord may reasonably impose relating to the Property or Premises, as long as Landlord provides Tenant actual written notice of such rules and regulations. Landlord may provide such notice either by posting in a conspicuous location on the Property or Premises or according to the Notice provisions of this Lease. If Tenant believes any later-enacted rule or regulation of Landlord's is unreasonable, Tenant's objection is waived unless Tenant notifies Landlord, in writing, of the basis for its objection to such rule or regulation within 30 days. If the dispute remains unresolved after 90 days from the date of Landlord's initial notice, Tenant's objection is waived unless Tenant has brought an action for declaratory judgment that Landlord's rule violates Tenant's rights under this Lease or Colorado Law. Tenant acknowledges that these truncated time limits are necessary to permit Landlord to fairly and uniformly administer the shared, common areas within the Property among multiple tenants.

9. Prohibited Behavior. Tenant shall not use the Premises for any purpose other than a professional art studio. Tenant must, at all times while at the Property, refrain from disorderly, boisterous, or other unreasonably loud, obnoxious, or odorous behavior that unreasonably interferes with other tenants' use and enjoyment of the Property.

a. Smoking. Tenant shall not smoke, vaporize, or otherwise combust any tobacco or cannabis product anywhere on the Property.

b. Pets. Pets are not authorized at the Property except as specifically permitted below. Any other pet's presence at the Property shall be a material breach of this lease.

10. Access by Landlord. Tenant shall not change the locks or undertake any other action that would deny Landlord continuous access to the Premises.

11. Trash & Utilities. Landlord shall be responsible for providing electricity, internet, telephone, and water/sewer service at the Property at no additional cost to Tenant. There is no landline-phone service at the Premises. Tenant shall be responsible for removing trash and recycling from the Premises and placing it in the appropriate location for pickup, as such may be designated from time to time by Landlord.

a. Interruption of Service. Landlord shall not be liable for any interruption of any utility service resulting from a repair or maintenance obligation of Landlord's pursuant to paragraph 7, provided that Landlord must exercise a degree of diligence that is reasonable under the then-existing conditions to restore the service after the interruption. Any such interruption or failure of services shall not constitute a constructive eviction, work an abatement of rent, or relieve Tenant of any other obligation under this Lease. Tenant may only use utilities for ordinary office purposes.

b. Waste. Tenant shall utilize all utilities in a reasonable and efficient manner. If Tenant uses any utility in an unreasonable or wasteful manner, Landlord may offset the additional costs to Landlord caused by such wasteful or unreasonable use of utilities from the Security Deposit in the manner provided in paragraph 5(b), above.

12. Property Manager. Landlord may designate one or more property managers to act as agent and proxy for Landlord during the term of this Lease. The property manager is the Landlord's agent for all intents and purposes related to this Lease and shall have the authority to, among other tasks, ask, demand, collect, and receive all Rents and to give receipts; order, direct, superintend, and manage all necessary repairs, alterations, and improvements; inspect and enter upon the Premises upon reasonable notice as specified in this Lease; and to generally perform all acts and things incident to management of the Premises and to make all proper and necessary disbursements in connection with the Premises.

a. Property Manager. Property manager is Ashton Means.

b. Compensation. For any repairs, alterations, or improvements performed by Property Manager for which Tenant is liable under paragraphs 6 or 7, Tenant shall reimburse Landlord at the rate of \$40/hour plus actual materials' costs for Property Manager's time spent and costs advanced

relating to such performance. Such charges may be withheld from the Security Deposit pursuant to paragraph 5.

13. Sublease and Assignment. Tenant shall not assign this Lease, or sublet any portion of the Premises, for any part of the Term without Landlord's prior written consent. Landlord may withhold consent to any proposed assignment or sublease in its sole, subjective, absolute discretion. Landlord may freely assign any or all of its rights under this Lease to any person or entity.

14. Compliance with Laws and Covenants.

a. Laws. Tenant shall not use the Premises or permit the Premises to be used for any purpose prohibited by federal, state, county, municipal and other governmental statutes, ordinances, laws, and regulations applicable to the Premises and Property.

b. Covenants. In addition to this Lease, Tenant is bound by all provisions, rules, regulations, covenants, restrictions, and conditions which are applicable and/or encumbrances of record upon the Property (collectively "Covenants"). All Covenants are incorporated into this Lease by reference, and Tenant is deemed to be in receipt of them regardless of whether Landlord actually delivers physical copies to Tenant. Tenant's compliance with all Covenants is a material obligation under this Lease.

c. Landlord's Right to Cure. If Tenant fails to comply with any governmental regulations or Covenants, or otherwise fails to maintain the Premises as required under this Lease, Landlord may maintain, alter, repair, or restore the Premises as necessary to comply with such obligations, and Tenant shall remunerate Landlord, as additional Rent, for all costs and expenses (including but not limited to any reasonable attorneys' fees) Landlord incurs relating to its compliance-related efforts.

15. Indemnification and Release of Landlord.

a. Subject to paragraph 16, below, and except for the gross negligence or willful misconduct of Landlord or its agents, employees, or contractors, Tenant shall indemnify, defend, and hold harmless Landlord against any and all loss, damages, expenses, costs, liabilities, claims, or demands (including but not limited to reasonable attorney fees) based on, arising out of, or resulting from claims by third parties for injuries to any person and damage to, theft of, misappropriation of, or loss of property occurring in or about the Premises.

b. Landlord shall not be liable for any damage, injury, or death as to any person or damage to property in, on, or about the Premises unless caused by Landlord's gross negligence or willful misconduct.

16. Destruction of Premises. If the Premises is totally or partially destroyed or damaged by fire, earthquake, act of God, or by other casualty during the Term, said destruction or damage shall not release Tenant from any obligation in this Lease except as set forth in this paragraph 16. In the case of damage to or destruction of the Premises, Landlord may, at its own expense, promptly repair and restore the same to a condition as good as or better than that which existed prior to such damage or destruction, and the proceeds of any insurance covering such damage or destruction shall be made available to Landlord for repair or replacement. If the repair time is estimated to exceed one (1) month, or in the event actual restoration efforts exceed one (1) month, either Landlord or Tenant may elect to terminate the Lease upon written notice to the other served not less than seven (7) days after receipt of the greater-than-one-month estimate or, if applicable, expiration of one month. If neither party elects to terminate the Lease or if Landlord estimates that the repair will take one (1) month or less, then, subject to receipt of sufficient insurance proceeds, Landlord shall promptly restore the Premises, subject to delays arising from the collection of insurance proceeds or from force majeure events. Rent shall be abated during any period that the Premises cannot be occupied because of damage to the Premises by a cause covered in this paragraph or the repair thereof. If only a portion of the Premises cannot be occupied because of such damage, Rent shall be equitably abated in proportion to the space actually occupied and usable by Tenant.

17. Hazardous Materials.

a. Tenant shall not cause or permit any hazardous material to be brought upon, kept, or used in or about the Premises. If Tenant breaches the obligations stated in the preceding sentence, if the presence of hazardous material on the Premises caused or permitted by Tenant results in contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend, and hold harmless Landlord from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, sums paid in settlement of claims, attorney's fees, consultant fees, and expert fees) that arise during or after the Term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of hazardous material present in the soil or ground water on or under the Premises. Without limiting the foregoing, if the presence of any hazardous material on the Premises caused or permitted by Tenant results in any

contamination of the Premises, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such hazardous material to the Premises. Provided that Landlord's approval of such actions shall first be obtained, approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse effect on the Premises.

b. The term "hazardous material" means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local governmental authority, the State of Colorado, or the United States Government. The term "hazardous material" includes, but is not limited to, any material or substance that is (i) defined as a "hazardous substance" under appropriate state law provisions; (ii) petroleum; (iii) asbestos; (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1321); (v) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act (42 U.S.C. § 6903); (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601); or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Action (Regulation of Underground Storage Tanks) (42 U.S.C. § 6991). The term "hazardous material" does not apply to ordinary household chemicals kept in amounts and stored in a manner commensurate with reasonable household uses.

18. Waiver of Subrogation. Landlord and Tenant waive all rights to recover against each other or against the officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees, or business visitors of each other for any loss or damage arising from any cause which occurs in, on, or about the Premises or the Property and that is covered by any insurance required to be carried by either of them pursuant to the Lease or any other insurance actually carried by each of them to the extent that such loss or damage is covered by collectible insurance. Landlord and Tenant will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements for all policies of insurance carried in connection with the Premises.

19. Insurance. Landlord's insurance does not cover Tenant's personal possessions or automobiles from any loss or damage due to fire, windstorm, flood, theft, vandalism, or any other cause. Tenant is encouraged, but not required, to obtain a policy of renter's insurance to cover such losses. Any such insurance shall be at Tenant's sole expense.

20. Subordination. Tenant's leasehold interest under this Lease is subordinate to any mortgages now on, or later to be placed on, the Premises. Tenant

must comply with reasonable requests for execution of documentation to affect this subordination of its leasehold interest.

21. Liens.

a. Tenant shall keep all of the Premises free and clear of any mechanics', materialmen's and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Tenant any alteration, improvement or repairs or additions which Tenant may make or permit or cause to be made, or any work or construction by, for or permitted by Tenant on or about the Premises, or any obligations of any kind incurred by Tenant, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to save and hold harmless Landlord against all such liens and claims of liens and suits or other proceedings pertaining thereto.

b. If Tenant desires to contest any such lien, it shall notify Landlord of its intention to do so within ten (10) business days after the filing of such lien. In such case, and provided that Tenant shall on demand protect Landlord by a good and sufficient surety bond against any such lien and any cost, liability or damage arising out of such contest, Tenant shall not be in default hereunder until ten (10) business days after the final determination of the validity thereof, within which time Tenant shall satisfy and discharge such lien to the extent held valid; but, the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgment rendered thereon, and such delay shall be a default of Tenant hereunder.

22. Default – Events of Default. Landlord is entitled to undertake legal action to evict Tenant and regain possession of the Premises upon the occurrence of any unlawful detention (as defined at C.R.S. § 13-40-104, as the same may be moved or amended from time to time) or any of the following:

a. This Lease or the Premises or any part of the Premises is taken upon execution, charging order, or other process of law directed against Tenant, or are taken upon or subjected to any attachment by any creditor of Tenant or claimant against Tenant, and the attachment is not discharged within thirty (30) days after its levy;

b. Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved, or makes an assignment for the benefit of creditors; or

c. Involuntary proceedings under any bankruptcy laws or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of Tenant's property, and the proceeding is not dismissed or the receivership or trusteeship is not vacated within sixty (60) days after the institution or appointment.

23. Default – Remedies

a. Future Rent. In the event Tenant is evicted from or abandons the Premises, Tenant shall remain liable for all Rent owing under this Lease, and Landlord is entitled to a money judgment against Tenant for the unpaid Rent as of the date of eviction, plus all other amounts Tenant is obligated to pay Landlord under this Lease. If Landlord obtains a money judgment against Tenant for Rent from the date Tenant actually vacates the Premises through the end of the Term, Landlord must make a good-faith effort to re-let the Premises for the remaining Term. If Landlord succeeds in re-letting the Premises, then, after the expiration of the Term, Landlord must reduce its money judgment against Tenant by (or refund directly to Tenant, if greater than the remaining judgment) an amount equal to the total rent collected from the new tenant during the remainder of the Term minus Landlord's actual costs of re-letting or attempting to re-let the Premises. If Landlord elects not to re-let the Premises, Tenant is relieved of any financial liability for Rent from the date of such election through the end of the Term.

b. Holdover. N/A

24. Notices. All notices required by this Lease shall be in writing and delivered to the other Party personally, via email at the email address reflected in this Lease, or securely and conspicuously posted, as follows:

a. To Tenant. At the Premises, or via email to Tenant's Email identified on the Summary Page. Notice to one Tenant shall be deemed to be notice to all Tenants and other occupants of the Premises, whether known or unknown to the Landlord.

b. To Landlord. At Landlord's Address or via email to Landlord's Property Manager.

25. Attorney's Fees and Waiver of Trial by Jury.

a. Action by Landlord. In any action by Landlord to enforce its rights or Tenant's obligations under this Lease, Landlord may collect from Tenant, as additional Rent, all costs and reasonable attorneys' fees Landlord incurs in connection with such action. If such action results in litigation between Landlord and Tenant, the substantially prevailing Party shall

receive judgment against the other Party for all costs and reasonable attorneys' fees it incurs in connection with such action.

b. Other Actions. In the event of any other litigation or arbitration arising under this Lease, the Parties shall each pay their own attorneys' fees. "Litigation and arbitration," as used in this subparagraph, shall have the broadest possible meaning and include, by way of example but not limitation, any lawsuit, administrative action, governmental agency action including but not limited to any fair housing claim, or any other proceeding between Landlord and Tenant relating to or in any way connected with this Lease.

c. Indemnification. If Landlord or Property Manager, without fault, is made a party to any litigation instituted by or against Tenant, Tenant shall indemnify each against, and defend and hold each harmless from, all costs (including attorneys' fees), expenses, and liabilities incurred by either in connection with same.

d. Waiver of Jury Right. Landlord and Tenant both waive their right to a trial by jury and agree that any action or proceeding arising out of or in any way connected with this Lease, regardless of whether such claim is based on contract, tort, or other legal theory, shall be decided by a court sitting without a jury or, if the Parties so stipulate, by binding arbitration.

e. Waiver of Claims Against Property Manager. Tenant acknowledges that Property Manager is not the title owner of the Premises but is responsible to Landlord for enforcing the provisions of this Lease. Tenant knowingly and voluntarily holds the Property Manager harmless from any financial responsibility whatsoever relating to any injury, damage, claim, demand, right to recovery, cause of action, or other liability of any nature whatsoever, regardless of whether sounding in tort, contract, statute, rule, ordinance, regulation, or other source of law, relating to the Parties' rights and obligations under this Lease or resulting from any now existing or future condition of the Premises or from Tenant's presence on the Premises (collectively "Claims"). Tenant waives any Claims that may arise in the future against the Property Manager and will indemnify, defend, and hold the Property Manager harmless in any action by any of Tenant's guests, invitees, household members, contractors, agents, or licensees asserting any Claims against the Property Manager. The Parties intend that Tenant's sole and exclusive relief for any and all Claims shall be against Landlord and not against the Property Manager. The Property Manager is a third-party beneficiary of this paragraph 25(e).

26. Non-Waiver. No failure by either Party to insist upon the strict enforcement of any right or obligation under this Lease during the statute of limitations applicable to such right or obligation shall be deemed a waiver unless

such waiver is specifically expressed in writing. The Parties specifically intend that no implied waiver of any right or obligation under this Lease shall ever be inferred from their conduct absent a writing specifically confirming the waiver.

27. Validity/Severability. If any court declares a particular provision of this Lease to be invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the rest of this Lease, all other terms of this Lease will remain in full force and effect and continue to bind the Parties. If practicable, the court shall amend the offending provision to the slightest degree that renders it enforceable, then enforce such provision as amended.

28. Parties' Representations and Warranties. In order to induce each other to enter into this Lease, the Parties represent and warrant that:

- a. Each signatory to this Lease is duly authorized and competent to enter into this Lease;
- b. Each Party has read the contents of this Lease and knows and understands its contents in entirety;
- c. No Party has assigned any claims or rights referenced in this Lease to any person or entity not a party to this Lease, and, no other person or entity has asserted or is able to assert any claim or right referenced in this Lease;
- d. Each Party has either received legal advice or had the opportunity to seek legal advice with respect to the review, execution, delivery and performance of this Lease;
- e. Each signatory is of sound mind and not under the influence of drugs, alcohol or other substances that may impair the ability to understand this Lease; and
- f. Each Party is voluntarily executing this Lease and accepts its terms without any consideration whatsoever other than that which is expressly set forth in this Lease, and without being influenced by any statement or representation of any person or party other than those set forth in this Lease.

29. Binding Effect. All covenants and agreements in this Lease shall extend to and be binding upon the Parties' successors, heirs, and assigns, and anyone empowered to act for any of them in a representative or fiduciary capacity.

Tenant is liable to Landlord for all actions of Tenant's guests and invitees to the same extent as if the actions of such guests or invitees were the actions of Tenant.

30. Guaranty. Any Guarantor who is identified as such on the Summary Page and signs this Lease as such, below, is jointly and severally liable with Tenant for all Tenant's obligations under this Lease. In any action to enforce this Lease, Landlord may, at Landlord's sole election, proceed against Tenant, or Guarantor, or both, and Landlord is not required to maintain any action against Tenant as a prerequisite to pursuing any claims against Guarantor relating to Tenant's non-performance under this Lease.

31. Counterparts. This Lease may be executed in counterparts, circulated among the Parties by any means that reproduces a legible signature. Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument. Electronic signatures are acceptable and shall be binding as originals.

32. Paragraph Headings. The paragraph headings in this Lease are provided for convenience of reference only and are not intended to limit, restrict, or modify the rights or obligations of the Parties expressed in the text of this Lease. The singular includes the plural and vice versa

33. Entire Agreement. This Lease sets forth up the entire agreement between the Tenant and the Landlord regarding the Premises and supersedes all prior agreements regarding same.

[Remainder of this page intentionally blank, signature page to follow]

LANDLORD
FARM LLC

Alleghany Meadows
By: Alleghany Meadows, Managing Partner

11/25/2024
Date

TENANT

Charles K. Bennett
Print Name: _____
Title: _____

11/25/2024
Date

GUARANTOR

Charles K. Bennett
Print Name: _____
Guarantor

11/25/2024
Date