

# Memorandum of Understanding

between the Town of Grand Lake, Colorado and the Grand Lake Creative District:

## Definitions:

Parties: The Town of Grand Lake (TOGL) and the Rocky Mountain Folk School (RMFS).

Building: The structure and exterior defined in the MOU.

Sublease Tenant: Any organization or individual leasing or using space in the Building through an agreement with the RMFS.

## Purpose:

The Town of Grand Lake (TOGL) has constructed the Space to Create Grand Spirit Makerspace project consisting of an approximate 3,000 SF building to be used by the Rocky Mountain Folk School. The project is located at the southwest corner of Park Ave. and Hancock Street in Grand Lake. The following is an understanding of the terms between the two parties specific to the operation and tenancy of the Space to Create Maker Space, hereafter referred to as the Building:

## Responsibilities of the Town of Grand Lake in the Operation of the Building

- TOGL will own the Building and negotiate a nominal annual lease rate to allow use of the Building by the RMFS, including the exterior concrete slabs.
- TOGL will be responsible for the cost of insuring the Building.
- TOGL will initiate and maintain utility connections for the Building, including, but not limited to: domestic water, sanitary sewer, electrical, and natural gas.
- TOGL will be responsible for performing normal interior and exterior maintenance of the Building, including but not limited to: domestic water heater, heating elements, trash removal, snow removal, landscape and hardscape maintenance, breakage of exterior glass, exterior vandalism by others, etc.
- TOGL will continue to provide annual financial operating assistance of the Building to the RMFS of not less than \$25,000 for 2026 and \$ 50,000.00 per year for the subsequent five years of the term of the MOU.

## Responsibilities of the Rocky Mountain Folk School in the Operation and Tenancy of the Building

- RMFS will be responsible for any subleases to the various organizations using the Building and will inform the TOGL prior to execution.

- The RMFS will be responsible for insurance for contents, occupants using the building, and for requiring the sublease tenants to maintain similar insurance policies consistent with statutory requirements.
- RMFS will reimburse the TOGL for all utility costs associated with operation of the Building including, but not limited to, domestic water, sanitary sewer, electrical, and natural gas. The reimbursement will be on an escalating scale of 25% for year one of tenancy, 50% for year two, 75% for year three, and 100% for year four and thereafter.
- RMFS will be responsible for performing normal cleaning and upkeep of the interior of the Building.
- RMFS will assume tenancy of the Building on June 1, 2026, with a term of one year expiring on May 31 of the subsequent years.

### **Term of the MOU**

The MOU will be in force for a period of ten (10) years. Prior to expiration, the TOGL and RMFS will negotiate a new mutually beneficial MOU with the intent of continuing with similar terms.

**Legal Protections:** (Liability, indemnification, dispute resolution, termination rights.)

**Financial Clarity:** (what happens post-year 5 funding, reserves, use of sublease revenue).

**Governance Mechanisms:** (how operating decisions and approvals are made.)

**End of Memorandum of Understanding**