



1026 Park Ave · PO Box 99
Grand Lake, CO 80447
970-627-3435
www.townofgrandlake.com

To: Mayor Kudron and the Grand Lake Board of Trustees
From: Heike Fawkes, Town Treasurer
Re: Setting a Fee Schedule
Date: December 9, 2024

Background

Pursuant to Grand Lake Municipal Code 2-3-2. The Board of Trustees has the authority to set fees, charges, and deposits for various services (including rentals) provided by the Town. The last time that the Town adopted a fee schedule was on November 25, 2024. Staff did let the Board of Trustees know that an updated fee schedule would be presented today. It was essential for the board to pass the fee schedule on November 25th to give folks enough notice to prepare for the fee increases for Nightly Rental License and Water.

Admin

Staff has added code enforcement fees for parking violations.

Land Use Fees

Ayres who we have contracted with for planning services has made some recommendations on fees and deposits based on what they are seeing in other communities. They are recommending the Town collect a straight fee for applications to cover municipal expenses, which will cut down of staff time spent on tracking materials and hours. They also recommend keeping deposit requirement to cover external planning and engineering services. Their recommendations are highlighted.

Grand Lake Center Fees

Staff has added the Grand Lake Center Fees for instructors. We have also included the instructor fee schedule and the GLC instructor lease agreement our attorney suggested we have each instructor to sign.

Nightly Rental License Fees

Staff has updated the fees that were approved at the last meeting on Nov 25th.

Under State law, all fees must defray the reasonable direct and indirect costs of administering the service or to offset the impacts of the service.

Motion

Staff recommends the adoption of the updated fee schedule by approving the following motion:
I move to adopt Resolution 77-2024, an Ordinance Adopting a Fee and Deposit Schedule for the Town of Grand Lake (with the following changes).

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 77-2024**

A RESOLUTION SETTING CERTAIN FEES AND DEPOSITS

WHEREAS, the Board of Trustees of the Town of Grand Lake (the "Board"), Colorado, pursuant to Colorado statute and the Grand Lake Town Code, including but not limited to Section 2-3-2, is vested with the authority of administering the affairs of the City of the Town of Grand Lake, Colorado (the "Town"); and

WHEREAS, the authority of the Board includes, but is not limited to adopting ordinances and resolutions, including those that establish, set, or amend the fees, charges, and deposits assessed in connection with land use applications, water service, water service availability, plant investment and improvement, use of facilities, staff time, and other related services and matters provided by or at the direction of the Town; and

WHEREAS, the Board has previously and periodically adopted and revised schedules, setting forth such fees and other charges; and

WHEREAS, the Board reviewed the current fee and deposit schedule adopted by Ordinance 1-2022; and

WHEREAS, the Board deems revisions are necessary to the current fee and deposit schedule in order to offset the costs associated with returned payments.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE AS FOLLOWS:

1. The Board finds the Fee and Deposit Schedule attached hereto as Exhibit A and incorporated herein by reference (the "Fee and Deposit Schedule"), to be fair and equitable, and are reasonably related to the cost of returned payments.
2. The Town Fee and Deposit Schedule is hereby approved with the following conditions:
 - A. The Fee and Deposit Schedule shall take effect on January 1, 2025 (the "Effective Date").
3. The Fee and Deposit Schedule attached hereto repeals and replaces any previously adopted fee and deposit schedule(s) approved by the Board; and,
4. The fees and charges set forth in the Fee and Deposit Schedule may be revised from time to time by resolution of the Board of Trustees.

6. Validity. If any part of this resolution is held to be unconstitutional or invalid for any reason such a decision shall not affect the validity or constitutionality of the remain portions of this resolution. The Board of Trustees hereby declares that it would have approved this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

INTRODUCED, PASSED AND ADOPTED A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE AND SIGNED THIS 9th DAY OF December 2024.

Votes Approving: _____

Votes Opposed: _____

Absent: _____

Abstained: _____

ATTEST:

**BOARD OF TRUSTEES OF THE
TOWN OF GRAND LAKE, COLORADO**

Alayna Carrell
Town Clerk

By: _____
Christina Bergquist
Mayor Pro-Tem

TOWN OF GRAND LAKE FEE AND DEPOSIT SCHEDULE

Updated 01/01/2025

TYPE OF FEE/DEPOSIT	AMOUNT	TYPE
Administrative and Public Works		
Returned Payment Fee	\$35.00	Fee
Staff Time (unless otherwise indicated)	\$60.00 per hour	Fee
Records Request	\$41.37 per hr after the 1 st hr & material	Fee
Copying/Printing – Letter Size	25¢ per page	Fee
Copying/Printing – Ledger Size	\$1.00 per page	Fee
Copying/Printing – 24” x 36”	\$25.00 per page B&W \$45.00 per page Color	
Copy of Zoning Code	\$ 20.00 per copy	Fee
Copy of Subdivision Code	\$10.00 per copy	Fee
Send Fax – 1-2 Pages (No International)	\$2.00 per request	Fee
Send Fax – 3-5 Pages (No International)	\$4.00 per request	Fee
Send Fax – 6-10 Pages (No International)	\$6.00 per request	Fee
Send Fax – 11-20 Pages (No International)	\$10.00 per request	Fee
Motorized Equipment	\$150.00 per hour	Fee
Road Material (Road base/asphalt, etc.)	Cost per ton plus Equip & Staff per request	Fee
Other Materials (Acetylene, etc.)	Cost plus Equip & Staff per request	Fee
Fuel Surcharge	10% of sale	Fee
Storage	\$25 per day	Fee
Parking Violation days 1 to 3	\$50	Fee
Parking Violation days 4 to 6	\$100	Fee
Parking Violation days 7+	\$300	Fee
Business Licenses		
Fixed Business License (Half if purchased between 1/1 - 6/30)	\$165.00 per license	Fee
Fixed Business with Liquor License	\$187.00 per license	Fee
Non-Fixed Business License (Half if purchased between 1/1 – 6/30)	\$82.50 per license	Fee
Transient Merchant License	\$15.00 per license	Fee
Animal Drawn Vehicle License	\$50.00 per license	Fee
Sign Permit Application	\$ 25.00 per permit	Fee
Appeal to a denied Sign Permit Application	\$50.00 per appeal	Fee
Sales Tax License	\$10.00 per license	Fee
Building Permit & Grading Permit Applications		
Demolition	\$25.00 per permit	
All other permits	See Grand County Building Dept	Fee
Appeal to a Denied Building Permit Application	\$ 300.00 per appeal	Fee
Building Use Tax	5% of 50% of Total Project Cost	Fee
Attainable Housing Fee	\$1 Per Sq Ft. See Calculation Sheet for exemptions	Fee
Grading Permit – General	\$ 50.00 per permit	Fee
Grading Permit – Engineered	\$ 100.00 per permit	Fee
Appeal to a Denied Grading Permit Application	\$75.00 per appeal	Fee

TOWN OF GRAND LAKE FEE AND DEPOSIT SCHEDULE
Updated 01/01/2025

TYPE OF FEE/DEPOSIT	AMOUNT	TYPE
Land Use Applications		
Land Use Deposits for Pass-Through Fees		
Planning only; no hearing	\$1,000	Deposit
Planning only; 1 hearing	\$2,000	Deposit
Planning only; 2 hearings	\$3,000	Deposit
Planning + Engineering; no hearing	\$4,000	Deposit
Planning + Engineering; 1 hearing	\$5,000	Deposit
Planning + Engineering; 2 hearings	\$6,000	Deposit
Land Use Application Fees		
Pre-application Meeting	\$250 after the 1st meeting	Fee
Concept/Sketch Plan	\$500 per request	Fee
Site Development Plan	\$2,000 per request	Fee
(Prelim, Final, or Prelim/Final combined)		
Redevelopment Request	\$ 1,000.00 per request	Fee
Major Subdivision: Preliminary Plan	\$2,000 per request	Fee
Major Subdivision: Final Plat	\$1,000 per filing	Fee
Major Plat Amendment	\$1,000 per request	Fee
Minor Subdivision (<5 lots)	\$500 per request	Fee
Minor Plat Amendment (<5 lots)	\$500 per request	Fee
Lot Consolidation or Plat Correction	\$250 per request	Fee
Annexation Request	\$2,000 per request	Fee
Rezoning Request	\$ 600.00 per request	Fee
Zoning Variance	\$ 1,000.00 per request	Fee
Stream & Lake Setback Variance	\$200 per request	Fee
Design Standards Variance	\$100 per request	Fee
Conditional Use Permit (except Nightly Rental)	\$ 500.00 per request	Fee
Special (Temporary) Use Permit	\$200 per request	Fee
Building Permit Change	\$ 100.00 per request	Fee
Nightly Rental License		
Nightly Rental Application Fee	\$ 700.00 per license (1-3 occupancy) \$ 900.00 per license (4-6 occupancy) \$1,100.00 per license (7-10 occupancy) \$2,000.00 per license (11+)	Fee
Nightly Rental License	\$165 per application	Fee
Appeal to a Denied Application	\$ 100.00 per request	Fee
Off-Street Parking Fee in Lieu	\$ 20,000.00 per space	Fee
Municipal Property Applications		
Right-of-Way Permit Application	\$100.00 per request	Fee
Public Property Encroachment License Application	\$ 350.00 per application	Deposit
Major Encroachment License	\$100.00 per license	Fee
Minor Encroachment Agreement	\$ 50.00 per agreement	Fee

TOWN OF GRAND LAKE FEE AND DEPOSIT SCHEDULE

Updated 01/01/2025

TYPE OF FEE/DEPOSIT	AMOUNT	TYPE
Special Event Permit Application – new events only	\$250.00	Deposit
Special Event Permit (Damage Deposit)	\$ 250.00 per permit (+ credit card on file)	Deposit
Special Event Liquor License	\$ Case by Case	Fee
Variance Request Application - Street Standards	\$ 300.00 per application	Deposit
Right-of-Way Vacation Application	\$ 300.00per application	Deposit
Boardwalk Fee in Lieu	\$150.00 per linear foot	Fee
Boardwalk Merchandise Permit (Annual) (Excludes News Racks – N/C)	\$ 25.00 per permit	Fee
Greenway Application New app required for any additions	\$ 20.00 per application	Fee
Appeal to a Denied Greenway Application	\$ 50.00 per request	Fee

Water Service Availability and Usage		
In-Town Plant Investment (TAP) – 3/4” Service Line	\$6,500.00 per line	Fee
Out-of-Town Plant Investment (TAP) – 3/4" Service Line	\$13,000.00 per line	Fee
In-Town Plant Investment (TAP) – 1” Service Line	\$13,000.00 per line	Fee
Out-of-Town Plant Investment (TAP) – 1” Service Line	\$26,000.00 per line	Fee
In-Town Plant Investment (TAP) – 1 1/2” Service Line	\$26,000.00 per line	Fee
Out-of-Town Plant Investment (TAP) – 1 1/2” Service Line	\$52,000.00 per line	Fee
In-Town Plant Investment (TAP) – 2” Service Line	\$52,000.00 per line	Fee
Out-of-Town Plant Investment (TAP) – 2” Service Line	\$104,000.00 per line	Fee
In-Town Plant Investment (TAP) – 3” Service Line	\$104,000.00 per line	Fee
Out-of-Town Plant Investment (Tap) – 3” Service Line	\$208,000.00 per line	Fee
In-Town Plant Investment (TAP) – 4” Service Line	\$208,000.00 per line	Fee
Out-of-Town Plant Investment (Tap) – 4” Service Line	\$416,000.00 per line	Fee
In-Town Water Service Availability Rate	\$160 per quarter for up to 27,000 gallons of water used and \$2.00 per 1,000 gallons of water used over 27,000 gallons.	Fee
Out-of-Town Water Service Availability Rate	\$320 per quarter for up to 27,000 gallons of water used and \$4.00 per 1,000 gallons of water used over 27,000 gallons.	Fee
Water (Stop/Restart) Service Charge	\$25.00 per charge	Fee
Late Payment Charges	\$25.00 per billing cycle	Fee
Disconnect for Non-Payment (Due before reconnect)	\$100.00 per disconnect	Deposit
Reconnect by Town Personnel	\$100.00 per hour (with a 2-hour minimum)	Fee
Reconnect by Private Contractor Hired by Town	Actual cost plus \$200.00 per reconnect	Fee
Water Supply Protection Permit	\$300.00 per permit	Fee

TOWN OF GRAND LAKE FEE AND DEPOSIT SCHEDULE

Updated 01/01/2025

TYPE OF FEE/DEPOSIT	AMOUNT	TYPE
Bulk Water		
One time Permit (Up to 300 gallons)	\$25.00 per permit	Fee
Monthly Permit (Up to 9000 gallons)	\$50.00 per permit	Fee
Monthly Permit (Per 1000 gallons over 9000)	\$4.00 per permit	Fee
Monthly Permit – Additional Truck	\$10.00 each per permit	Fee
Water Well Permit Fee	\$250.00 per permit	Fee
Water Certification Fee	\$10.00 or 10%	Fee

Use of Town Facilities		
Community House		
Key Deposit	\$50.00	Deposit
Damage and Cleaning Deposit	\$500.00 (+ credit card on file)	Deposit
Government/Non-Profits/Special Dist.	\$300.00	Fee
Private Function or Pecuniary Event	\$600.00	Fee
Private Use of AV Equipment	\$200.00	Fee
Additional Use of Kitchen	\$100.00	Fee
Heckert Pavilion		
Government/Non-Profits/Special Dist.	\$20.00 per hour	Fee
Private Function or Pecuniary Event	\$30.00 per hour	Fee
Electricity Use	\$25.00 per use	Fee
Lakefront Park (Upper and Lower) Picnic Shelter		
Electricity Use	\$25.00 per use	Fee
Government/Non-Profits/Special Dist.	\$20.00 per hour	Fee
Private Function or Pecuniary Event	\$30.00 per hour	Fee
Gazebo in Town Park	\$10 Non-Profit \$20 Private	Fee
Electricity Use	\$25.00 per use	Fee
Grand Lake Center Auditorium		
Non-resident	\$200 per hour	Fee
Resident	\$150 per hour	Fee
Non-profit	\$100 per hour	Fee
Cleaning fee required for parties over 100 people	\$300	Fee
Deposit	\$500	Deposit
Grand Lake Center Meeting Rooms (2)		
Non-resident	\$30 per hour	Fee
Resident	\$25	Fee
Non-profit	\$20	Fee
Deposit	\$50	Deposit
Grand Lake Center Double Room		
Non-resident	\$100	Fee
Resident	\$80	Fee
Non-profit	\$60	Fee

TOWN OF GRAND LAKE FEE AND DEPOSIT SCHEDULE
Updated 01/01/2025

TYPE OF FEE/DEPOSIT	AMOUNT		TYPE
Grand Lake Center Additional add-ons			
Ceiling drapes (auditorium only)	\$400		Fee
Carpet Squares (auditorium only)	\$400		Fee
Key card (after-hours access)	\$10		Fee
Electronic Grand Piano	\$25		Fee
Projector	\$15		Fee
Speakers/microphone	\$25		Fee
EV Charging Station			
EV Charging Station – Level 2	\$1.00/Hour		Fee
EV Charging Station – DC Fast	\$0.42/ kwh		Fee
EV Charging Station – DC Fast overtime	\$60.00 / hr		Fee
Cemetery Fees			
Traditional Perpetual Care Fee	\$750.00		Fee
Cremation Perpetual Care Fee	\$500.00		Fee
Reservation Fee Refundable.	\$50.00		Fee
Headstone Deposit	\$250.00		Deposit
Traditional Excavation	\$1,200.00		Fee
Cremation Excavation	\$175.00		Fee
Judicial Proceedings			
Appeal to Administrative Enforcement Citation	\$150.00 (if citation is upheld)		Fee
Municipal Court	As determined by Municipal Judge		Fee
Marijuana Licensing Fees			
Lottery Phase Application	\$4,000.00		Fee
License Phase Application	\$3,000.00		Fee
Annual Renewal	\$2,000.00		Fee
Transfer of Ownership	\$1,000.00		Fee
Grand Lake Center Fees			
	Non-Resident	Resident	
Annual Membership 2 Adults	\$720	\$600	Fee
6 Month Membership 2 Adults	\$440	\$350	Fee
Annual Single Membership	\$420	\$320	Fee
6 Month Membership	\$250	\$200	Fee
3 Month Membership	\$140	\$100	Fee
1 Month Membership	\$55	\$40	Fee
1 Month Membership	\$55	\$40	Fee
1 Month Youth (14-17)	\$25	\$20	Fee
Youth add onto adult membership (14-17)	\$100	\$100	Fee
Daily Drop-In Adult	\$10		Fee
Daily Drop In – Senior/Military/Youth 14-17	\$7		Fee
3 Pass Punch Card	\$25		Fee
5 Pass Punch Card	\$40		Fee

TOWN OF GRAND LAKE FEE AND DEPOSIT SCHEDULE

Updated 01/01/2025

TYPE OF FEE/DEPOSIT	AMOUNT	TYPE
10 Pass Punch Card	\$70	Fee
Daily Drop In Gymnasium Rec Activities	\$5	Fee
Month Unlimited Gymnasium Rec Activities	\$30	Fee
10 Punch Pass Gymnasium Rec Activities	\$40	Fee
Golf Simulator Per Person Per Hour	\$10	Fee
Grand Lake Center Instructor Fee	See instructor fee schedule	Fee
Annual Golf Simulator Unlimited	\$260	Fee
Continental Divide Trail (CDT) camping	\$25	Fee
*No Membership or drop-in rate is required when taking a fitness class. Payments & fees are made through the fitness instructor.		
Pay – As – You – Throw (PAYT) Program		
Small Bag- 25 gal. (Blue)	\$5.00 per bag	Fee
Big Bag- 40 gal. (Green)	\$8.00 per bag	Fee

Marina Fees		
Scenic Lake Tours	Adults \$25, Kids 12 and under \$10	Fee
Sunset Cruise	Adults \$25, Kids 12 and under \$10	Fee
Pedal Boats	1-2 people \$30 per hour; 3-4 people \$40 per hour	Fee
Crestliner Sport Boats	\$100 per hour	Fee
Small Pontoon Boats	\$140 per hour	Fee
Medium Pontoon Boats	\$160 per hour	Fee
Large Pontoon Boats	\$180 per hour	Fee
Private Fireworks Viewing	See pontoon rates above	Fee



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Effective Date: January 1, 2025

This policy outlines the terms for room rental fees for fitness and class instructors based on the total monthly attendance. The fee structure is designed to align rental costs with class attendance levels, ensuring a fair and scalable system.

Fee Structure

Room rental fees for instructors will be calculated as a percentage of the total revenue generated from all class attendance, based on the following tiers:

1. **20% Room Rental Fee:**

Applicable when the total monthly attendance across all classes is **130 participants or fewer**.

2. **15% Room Rental Fee:**

Applicable when the total monthly attendance is **131 to 260 participants**.

3. **10% Room Rental Fee:**

Applicable when the total monthly attendance exceeds **261 participants**.

Terms and Conditions

1. **Calculation of Attendance and Revenue:**

- ✓ Attendance will be tracked and verified monthly based on class sign-in sheets or another agreed-upon method.
- ✓ Total revenue will be calculated by multiplying the class attendance by the per-participant fee charged by the instructor.

2. **Payment of Room Rental Fees:**

- ✓ Room rental fees will be invoiced monthly, based on the verified attendance for the previous month.

3. **Instructor Responsibilities:**

- ✓ Instructors are responsible for maintaining accurate attendance records for each class.
- ✓ Instructors must submit attendance records by the last business day of each month for verification.

4. **Facility Use Agreement:**

- ✓ Each instructor must sign and abide by the “Agreement for use of Town of Grand Lake facilities at the Grand Lake Center.

Review and Adjustment

- This fee structure will be reviewed annually to ensure it meets the needs of the facility and the instructors. Adjustments may be made at the discretion of the facility management or board.

Acknowledgment

By signing below, the instructor agrees to the terms outlined in this policy:

Instructor Name: _____

Signature: _____ **Date:** _____

AGREEMENT FOR USE OF TOWN OF GRAND LAKE FACILITIES AT THE GRAND LAKE CENTER

THIS AGREEMENT FOR USE OF TOWN OF GRAND LAKE FACILITIES AT THE GRAND LAKE CENTER, hereinafter called the "Agreement", is made and entered into as of the _____ day of _____, 2023, by and between the **TOWN OF GRAND LAKE, COLORADO**, hereinafter the "Town", a Colorado statutory municipality and _____, hereinafter "Tenant." The Town and the Tenant are each referred to herein. As a "Party" and, collectively, as the "Parties."

WITNESSETH:

WHEREAS, the Town possesses certain real property commonly referred to as the Grand Lake Center, located at 301 Marina Drive, Grand Lake, Colorado, 80447 (the "GLC"); and

WHEREAS, the Town permits a variety of uses of the GLC to individuals and various groups throughout the community, including meeting areas and instruction of multiple types of classes; and

WHEREAS, the Tenant desires to rent a portion of the GLC to provide services to the Tenant's client(s) (the "Tenant's Purposes"); and

WHEREAS, the Town possess adequate facilities and availability to rent to the Tenant for the Tenant's Purposes; and

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

ARTICLE 1 MONTH-TO-MONTH LEASE

1. This Agreement shall be considered a month-to-month lease of the portion of the GLC specifically described below.

_____[Room number or area]
(hereinafter referred to as the "Property").

2. The Parties agree the Tenant shall have use of the Property during the time periods of _____ to _____ on the following days: _____. (hereinafter referred to as the "Time Period"). NOTE: Unless expressly agreed otherwise, use of the Property shall not be exclusive. Town initials if use is to be exclusive _____.

3. The Parties agree any variation in time or location from the time and Property set forth in Sections 1 and 2 of this Article must be requested through the GLC prior to

ARTICLE 2
TERMS OF RENT

1. Tenant shall pay the Town \$_____ per month (the "Rent"). The Rent shall be due on the first day of each month (the "Due Date") and shall be paid by check made payable to the Town of Grand Lake in person at 1026 Park Avenue, Grand Lake, Colorado 80447 or other methods mutually acceptable by the Parties.
2. If Rent is not paid on the Due Date, there shall be a late fee of \$_____ everyday Rent is late (the "Late Fee"). Rent shall be considered late when it has not been paid within seven (7) days after the Due Date.
3. Tenant shall deposit with the Town a \$_____ refundable damage deposit (the "Damage Deposit") for damage to the Property. Such Damage Deposit may not be credited towards any Rent unless the Town gives its written consent to permit the same.

ARTICLE 3
REQUIREMENTS OF TENANT

1. The Parties acknowledge the Tenant intends to rent the Property to facilitate the Tenant's business. As such, Tenant shall apply for and obtain all required licenses to conduct Tenant's Purpose, including, but not limited to a Grand Lake Business License.
2. The Tenant shall ensure all clients of the Tenant acquire all necessary passes, memberships, and pay any dues required for general admission to the Grand Lake Center in addition to and apart from any fees or dues charged by Tenant.
3. Tenant shall acquire insurance in an amount equal to the current Colorado Governmental Immunity Act, CRS §§ 24-10-101 et seq, limits or in such lessor amount as satisfactory to the Town Manager or their designee.

ARTICLE 4
INDEMNIFICATION

1. The Town shall not be liable for any damage or injury to the Tenant or Tenant's clients, guests, or invitees, or any other person, or to any property, occurring on the Property or any part of the GLC, or in the common areas thereof, and Tenant agrees to hold the Town harmless from any claims or damages unless caused solely by the Town's gross negligence.

ARTICLE 5
LIMITATION ON USE

1. Tenant may utilize on the GLC equipment specifically listed below or subsequently requested and approved in writing from the Town:

List equipment:_____

2. Tenant shall not use, or permit the use of the Property, 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 Property, or other Town Property.

**ARTICLE 6
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.

**ARTICLE 7
NOTICES**

Any notices to be sent by the Town or the Tenant to each other shall use the following addresses:

TOWN

Town of Grand Lake
P.O. Box 99
1026 Park Avenue
Grand Lake, Colorado 80447

TENANT

**ARTICLE 8
MISCELLANEOUS PROVISIONS**

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.

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.

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.

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.

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.

Attorney Fees. In the event any legal action or proceeding is brought to collect sums due or to become due hereunder or any portion thereof or to enforce compliance with this Agreement for failure to observe any of the covenants of this Agreement, the losing party agrees to pay to the prevailing party such sums as the Court may judge reasonable attorneys' fees and costs to be allowed in such action or proceeding and in any appeal therefrom.

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.

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.

TOWN OF GRAND LAKE

TENANT

DATE: _____

DATE: _____