

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF GRAND LAKE AND THE ROCKY MOUNTAIN FOLK SCHOOL REGARDING THE LEASING AND SUBLEASING OF SPACE WITHIN THE SPACE TO CREATE GRAND SPIRIT MAKER SPACE BUILDING**

This Memorandum of Understanding (“MOU”) is entered into between the Town of Grand Lake, Colorado (the “Town”) and the Rocky Mountain Folk School, a Colorado 501 (c )3 Corporation (“RMFS”).

WHEREAS, the Town is the owner of certain property within the Town located at 1128 Park Ave Building A and commonly referred to as the Space to Create Grand Spirit Makersspace (the “Property”); and

WHEREAS, the Town intends to develop the Space to Create – Grand Lake Project (the “Project”) on the Property to, among other things, provide space for artistic and other creative endeavors; and

WHEREAS, the Project will be owned by the Town and will consist of nine (9) work force multi-family rental apartments to be referred to as the Space to Create Residences and an approximate 3,000 SF building to be referred to as the Space to Create Grand Spirit Maker Space; and

WHEREAS, the RMFS desires to lease and sublease space within the Space to Create Grand Spirit Maker Space; and

WHEREAS, the Town and RMFS wish to enter into this MOU to set forth their understanding and agreement of the terms between the two parties specific to the construction, ownership, leasing and subleasing of the Space to Create Grand Spirit Maker Space, hereafter referred to as the “Building.”

NOW THEREFORE, the Town and RMFS enter into this MOU on the following terms and conditions and reflecting the rights and obligations of the parties.

**I. Responsibilities of the Town in Owning and Operating the Building:**

In connection with owning and operating the Building, the Town will:

- a. Own the Building and negotiate an initial 54-month lease with RMFS for use of the Building and exterior courtyard effective June 1, 2026. The monthly lease rate will be \$500/mo. for the lease term beginning on January 1, 2027.
- b. Be responsible for the cost of insuring the Building.
- c. Be responsible for initial installation and maintaining of utilities and services for the Building, including, but not limited to: domestic water, sanitary sewer, electrical, WIFI, natural gas, snow removal, and trash, subject to reimbursement by RMFS.
- d. 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.

- e. Provide annual financial operating assistance of the Building to the RMFS of not less than \$25,000 for FY 2026 and \$ 50,000.00 per year for the subsequent years of the term of the MOU. This financial commitment of the Town shall be subject to annual appropriation by the Town Board of Trustees for FY 2027 and thereafter, and the failure of the Town to appropriate such funds will not constitute a breach of this MOU.

## **II. Responsibilities of the Rocky Mountain Folk School in Operating and Leasing the Building:**

In connection with leasing and operating the Building, RMFS will:

- a. Be responsible for any subleases to the various organizations using the Building and will inform the Town prior to execution.
- b. 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.
- c. Be responsible for reimbursement to the Town for all utility costs associated with operation of the Building including, but not limited to, domestic water, sanitary sewer, electrical, Wi-Fi, trash, and natural gas.
- d. Be responsible for performing normal cleaning and upkeep of the interior of the Building.
- e. Assuming tenancy of the Building on June 1, 2026.

## **III Miscellaneous Provisions**

- a. Term of the MOU. The MOU will be for an initial term of one (1) year commencing June 1, 2026. The MOU will automatically renew for a period of nine (9) successive one-year renewal terms, for a total of ten (10) years, unless at least 30 days prior to the expiration of any one-year term, either party provides notice that it does not intend to renew the MOU for an additional term. At the end of ten (10) years, the parties will negotiate a new mutually beneficial MOU with the intent of continuing with similar terms.
- b. Review of annual operating costs. The Town and RMFS will annually review their respective operating costs.
- c. Notice. Any notices given under this MOU are deemed to have been received and to be effective:
  - 1. Three (3) days after the same shall have been mailed by certified mail, return receipt requested; and
  - 2. Immediately upon hand delivery; or
  - 3. Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this MOU, any and all notices shall be addressed to the contacts

listed below:

RMFS:

Rocky Mountain Folk School

PO Box 545

Grand Lake, CO 80447

Town of Grand Lake:

PO Box 545

Grand Lake, CO 80447

- d. **Governmental Immunity.** Both parties acknowledge and agree that the Town is a governmental entity, entitled to the protections of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the "Act"). Liability for claims for injuries to persons or property arising from the negligence of the Town, its divisions, boards, commissions, committees, bureaus, officers, employees and officials shall be controlled and limited by the provisions of the Act. No term or condition of this MOU shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions contained in Act.
- e. **Third-Party Beneficiaries.** This MOU does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this MOU and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this MOU are incidental.

(Signatures on next page)

ROCKY MOUNTAN FOLK SCHOOL, a Colorado \_\_\_\_\_

By: \_\_\_\_\_

TOWN OF GRAND LAKE, COLORADO

By: \_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

Town Clerk