

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 _____, 2025, 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 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.

4. In the case of a Tenant providing instructional classes in one-hour increments, rent shall be \$15 per room per hour. A Tenant providing a minimum of 60 classes per year shall be entitled to a \$3 per room per hour reduction in rent.

ARTICLE 2
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 3
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 4
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 5
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 6
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: _____