

**ADDENDUM TO LEASE AGREEMENT WITH
PALMER LAKE HISTORICAL SOCIETY**

PALMER LAKE, COLORADO

This addendum is made this ____ day of May, 2022, by and between the members of the Palmer Lake Historical Society, Colorado (“Society”) and Town of Palmer Lake, Colorado (“Town”) is an addendum to the Lease/Agreement for provision of services between the Town of Palmer Lake and the Palmer Lake Historical Society dated May 13, 1982. The Society and Town may be collectively referred to herein as the “Parties.” The Parties agree that the provisions not inconsistent with those below remain in full force and effect

PURPOSE

The purpose of the addendum is to formalize a cooperative relationship between the Parties for the purpose of using the Palmer Lake historic Town Hall. Upon any dissatisfaction with the agreed maintenance or a change of Society leadership, this arrangement shall be reviewed by the Town of Palmer Lake staff for recommendation to the Town Board of Trustees.

SOCIETY RESPONSIBILITY

The Society members commit to assisting with the historical upkeep of the Town Hall.

TOWN RESPONSIBILITY

The Town will waive fees for the use of the historic Town Hall each calendar year for regular scheduled meetings. This responsibility does not waive the process to review special events by Town staff and approval by the Board of Trustees, as required, and excludes waiving a damage deposit. This responsibility does not guarantee use of the Town Hall if a date is reserved for a private gathering. Notwithstanding any other provision herein, final decisions regarding use of Town Hall rests solely with the Town.

INDEMNIFICATION

The Society and the Town, to the extent allowed by law, shall at all times indemnify and hold harmless the other Party against all actions, claims, demands, costs, damages and expenses of any kind which may be brought or made against the other party, or which the Society or Town may pay or incur including reasonable attorney’s fees, by reason of the negligent performance or failure to perform, any of the obligations and duties of the Society or Town, its employees, members or agents, under the provisions of this agreement. Nothing herein shall be construed as a waiver by the Town of any of the immunities, privileges and defenses available to it under the Colorado Governmental Immunity Act, as may be amended from time to time, or arising under common law.

TERMINATION

This addendum may be terminated at any time by either the Town Board of the Town of Palmer Lake and the Society President of the Palmer Lake Historical Society, Palmer Lake, Colorado with a written notice of thirty days.

NOTICES

All notices or other communications to the Parties shall either be personally delivered or be sent by email, to the addresses set forth below or to any other address which the Parties may substitute in writing upon provision of such notice as provided herein.

To the Association: Attn: President
Palmer Lake Historical Society
Palmer Lake CO 80133

To the Town: Attn: Town Administrator / Clerk
Town of Palmer Lake
PO Box 208
Palmer Lake, CO 80133
dawn@palmer-lake.org

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

PALMER LAKE HISTORICAL SOCIETY, COLORADO

By: _____
President

Attest: _____
Society Member

TOWN OF PALMER LAKE, COLORADO

By: _____
Mayor Bill Bass

Attest: _____
Town Administrator / Clerk