



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
City Clerk	Erin Kelley - City Clerk	April 18, 2023

ITEM

New Hotel and Restaurant Liquor License request for Mexico Tradicional LLC dba Mexico Tradicional at 509 E Rainbow Boulevard for Azael Casillas-Luquin.

BACKGROUND

A new Colorado Hotel and Restaurant Liquor License application was filed with the City Clerk on March 3, 2023. The Notice of Public Hearing was published on March 10, 2023 in the Mountain Mail and the premises was posted on March 20, 2023.

All proper fees have been remitted to the City and State of Colorado. The location has passed inspections by the Police and Fire Departments.

STAFF RECOMMENDATION

Staff recommends that the Liquor Licensing Authority approve a new Hotel and Restaurant Liquor License for Mexico Tradicional LLC dba Mexico Tradicional.

SUGGESTED MOTION

Following a public hearing on the matter, a Liquor Authority member should “move to approve a new Hotel and Restaurant Liquor License for Azael Casillas-Luquin, Mexico Tradicional LLC dba Mexico Tradicional” followed by a second and roll call vote.

1

Name	Type of License	Account Number
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7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes ☐ No ☐

8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):

a. Been denied an alcohol beverage license? ☐ ☒

b. Had an alcohol beverage license suspended or revoked? ☐ ☒

c. Had interest in another entity that had an alcohol beverage license suspended or revoked? ☐ ☒

If you answered yes to 8a, b or c, explain in detail on a separate sheet.

9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. ☐ ☒

10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? ☐ ☒

or

Waiver by local ordinance? ☐ ☒

Other: _____

11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☐ ☐

12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☐ ☐

13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? ☐ ☐

b. Are you a Colorado resident? ☐ ☐

14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee. ☐ ☒

15. Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership, lease or other arrangement?** ☒ ☐

☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____

a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:

Landlord <u>Paul Jensen</u>	Tenant <u>Azrael Cosillas</u>	Expires <u>5/24</u>
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b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. ☐ ☐

c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".

16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: ☐ ☒

Has a local ordinance or resolution authorizing optional premises been adopted? ☐ ☒

Number of additional Optional Premise areas requested. (See license fee chart) _____

18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

Name	Type of License	Account Number		
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following: a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "yes" a copy of license must be attached.				
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation Yes No a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No c. How long has the club been incorporated? d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following: a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
22. Campus Liquor Complex applicants answer the following: a. Is the applicant an institution of higher education? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No b. Is the applicant a person who contracts with the institution of higher education to provide food services? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "yes" please provide a copy of the contract with the institution of higher education to provide food services.				
23. For all on-premises applicants. a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager	First Name of Manager			
Casillas	Azaci			
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
25. Related Facility - Campus Liquor Complex applicants answer the following: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex. b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager	First Name of Manager			
26. Tax Information. Yes No a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

Name	Type of License	Account Number
<p>** If applicant is owned 100% by a parent company, please list the designated principal officer on above.</p> <p>** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)</p> <p>** If total ownership percentage disclosed here does not total 100%, applicant must check this box:</p> <p><input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.</p>		
<p align="center">Oath Of Applicant</p> <p>I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.</p>		
Authorized Signature <i>apell</i>	Printed Name and Title <i>Azael Casillas-Luquin Owner</i>	Date <i>3-2-23</i>
<p align="center">Report and Approval of Local Licensing Authority (City/County)</p>		
Date application filed with local authority <i>3/3/23</i>	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) <i>4/18/23</i>	
<p>The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:</p> <p><input checked="" type="checkbox"/> Fingerprinted</p> <p><input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants</p> <p>That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license</p> <p>(Check One)</p> <p><input type="checkbox"/> Date of inspection or anticipated date _____</p> <p><input checked="" type="checkbox"/> Will conduct inspection upon approval of state licensing authority</p>		
<p><input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?</p> <p><input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?</p> <p>NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.</p> <p><input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?</p>		<p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p> <p><input type="checkbox"/> <input type="checkbox"/></p> <p><input type="checkbox"/> <input type="checkbox"/></p>
<p>The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.</p>		
Local Licensing Authority for <i>City of Seward</i>	Telephone Number <i>719-530-2630</i>	<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County
Signature <i>[Signature]</i>	Print <i>[Print]</i>	Title <i>Administrator</i>
Signature <i>[Signature]</i>	Print <i>[Print]</i>	Title <i>Clerk</i>

NA

**PUBLIC NOTICE
PURSUANT TO THE LIQUOR LAWS
OF COLORADO**

Pursuant to the Liquor Laws of the State of Colorado, Mexico Tradicional LLC dba Mexico Tradicional, has requested the Local Licensing Authority of the City of Salida, Colorado to grant a Hotel and Restaurant (City) liquor license to sell malt, vinous and spirituous liquors for consumption on premises at 509 E Highway 50, Salida, CO 81201. A hearing on the application received March 3, 2023 will be held before the Local Licensing Authority of the City of Salida, Colorado at the hour of 6:00 p.m., or as soon thereafter as may be heard, on Tuesday, April 18th, remotely through the GoToWebinar application via the following direct link: <https://attendee.gotowebinar.com/register/6382995264411204366>

At said time and place, any interested persons may appear to be heard for or against the granting of said license.

LOCAL LICENSING AUTHORITY

Erin Kelley, City Clerk

Published in The Mountain Mail March 10, 2023

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NOTICE

PURSUANT TO THE LIQUOR LAWS
OF COLORADO

Mexico Tradicional LLC dba
Mexico Tradicional

HAS REQUESTED THE LICENSING
OFFICIALS OF City of Salida
TO Approve a new liquor license
LICENSE AT: 509 E Highway 50

HEARING ON APPLICATION TO BE HELD AT:

Council Chambers 448 E 1st Street
Room 190

TIME AND DATE: April 18th, 6 p.m.
DATE OF APPLICATION: March 3, 2023
BY ORDER OF: City Council
OFFICERS: City Council and Mayor

ADDRESS OF THE PLACE AT WHICH PETITIONS OR REMITTANCES MAY BE FILED

ISSUED BY THE CITY OF SALIDA

* ADDED 10/2017 * REVIEW OF "FOODS" DIVISION OF



448 E 1st Street, Suite 112
City of Salida
cityofsalida.com



Phone: 719.530.2630
clerk@cityofsalida.com

Acknowledgement of Applicant

By signing below, the applicant acknowledges its receipt of this document and the Privacy Act Statement, the Privacy Act Applicant Rights statement, and the CBI Notice to Applicants.



Signature

Azael Casillas-Luquin
Printed Name

3-1-23
Date

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Mexico Tradicional LLC

is a

Limited Liability Company

formed or registered on 02/08/2022 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20221143741 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/27/2023 that have been posted, and by documents delivered to this office electronically through 03/02/2023 @ 13:53:08 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/02/2023 @ 13:53:08 in accordance with applicable law. This certificate is assigned Confirmation Number 14747212 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

BUSINESS LEASE

This lease is made this 28 day of Sept, 2022, between **Paul and Cheri Jensen** (Lessor) and

Azael Casillas, OBA, Mexico Tradicional (Lessee).

In consideration of the payment of the rent and the performance of the covenants and agreements by the Lessee set forth herein, the Lessor does hereby lease to the Lessee the following described premises situated in the County of Chaffee, in the State of Colorado; the address of which is

509 E. Rainbow BLV Hwy 50 Salida, Colorado 81201.

Said premises, with all the appurtenances, are leased to the Lessee from the 1 day of Oct, 2022, until the 1 day of May, 2024. Monthly installments of [REDACTED] will be payable in advance, on the **1st (First)** day of each calendar month during the term of this lease and should be mailed to: [REDACTED] without notice.

The rent for each year, after the first year, may be increased 10% (Ten Percent) per year. Additionally, Lessor may increase the rent during the term of the lease for any increases Lessor must pay for increased real property taxes, water, sewer or insurance.

The Lessee, in consideration of the leasing of the premises, agrees as follows:

1. To pay the rent for the premises above-described.
2. To keep the improvements upon the premises, including sewer connections, plumbing, wiring and glass, in good repair. At the expiration of this lease, Lessee shall surrender the premises in as good a condition as when the Lessee entered the premises, except for the loss by fire, inevitable accident and ordinary wear. **Lessee shall keep all sidewalks on and around the premises free and clear of ice and snow.** Lessee shall keep the entire exterior premises free from dirt, debris and obstructions; and shall keep the premises in as clean and sanitary condition as required by the ordinances of the town and county in which the property is situated.
3. Any proposed modifications or alterations to the premises must be submitted to Lessor for approval prior to the modification or alteration. Any improvements made to the premises during the term of the tenancy shall become the sole and separate property of the Lessor.
4. To sublet no part of the premises and not assign the lease or any interest therein without the written consent of the Lessor.

5. An exterior sign post is provided by the Lessor. Lessee shall provide the sign facing for its own business. The sign facing must be of professional quality and its contents and printing are subject to the approval of Lessor.
6. Lessee shall not construct or place signs, awnings, marquees or other structures projecting from the exterior of the premises without the written consent of Lessors. Lessee shall remove sign, displays, advertisements or decorations it has placed on the premises that, in the opinion of Lessors, are offensive or otherwise objectionable. If Lessee fails to remove such signs, displays, advertisements or decorations within ten (10) days after receiving written notice from Lessors to remove them, Lessors reserve the right to enter the premises and remove them at the expense of Lessee.
7. To use the premises only as a retail establishment and to use the premises for no purposes prohibited by the laws of the United States or the State of Colorado, or of the ordinances of the city in which said premises are located and for no improper or any questionable purposes whatsoever and to neither permit nor suffer any disorderly conduct, noise or nuisance having a tendency to annoy or disturb any persons occupying adjacent premises.
8. To neither hold nor attempt to hold the Lessor liable for any injury or damage, either proximate or remote, occurring through or caused by the repairs, alterations, injury or accident to the premises, or adjacent premises, or other parts of negligence or default of the owners or occupants thereof or any other person, nor to hold the Lessor liable for any injury or stoppage of plumbing or sewerage upon said premises or upon adjacent premises, whether breakage or stoppage results from freezing or otherwise; to neither permit nor suffer said premises, or the walls or floors thereof to be endangered by overloading nor said premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous, nor make any alterations in or changes in, upon or about said premises without first obtaining the written consent of the Lessor thereof, but to permit the Lessor to place a "For Rent" and/or "For Sale" card or sign upon the leased premises at any time.
9. To allow the Lessor to enter upon the premises at any reasonable hour.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN LESSOR AND LESSEE AS FOLLOWS:

10. Subject to the rental provisions above, the water and sewer costs are to be paid by the Lessor. All other utilities shall be the sole responsibility of the Lessee.
11. No assent, expressed or implied, to any breach of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach.
12. If, after the expiration of this lease, the Lessee shall remain in possession of the premises and continue to pay rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent

11. No assent, expressed or implied, to any breach of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach.

12. If, after the expiration of this lease, the Lessee shall remain in possession of the premises and continue to pay rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's rent paid under this lease and subject to all the terms and conditions of this lease.

13. If the premises are left vacant and any part of the rent reserved hereunder is not paid, then the Lessor may, without being obligated to do so and without terminating this lease, retake possession of the said premises and rent the same for such rent and upon such conditions as the Lessor may think best, making such change and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs and the Lessee shall be liable for the balance of the rent hereon reserved until the expiration of the term of this lease.

14. The Lessor acknowledges receipt of a deposit in the amount of \$ [REDACTED], to be held by the Lessor for the faithful performance of all the terms, conditions and covenants of this lease. The Lessor may apply the deposit hereunder to cure any default under the terms of this lease and shall account to the Lessee for the balance. **The Lessee may not apply the deposit hereunder to the payment of rent reserved hereunder or the performance of other obligations.**

15. At the Lessor's option, it shall be deemed a breach of this lease if the Lessee defaults (a) in the payment of the rent or any other monetary obligation herein; or (b) in the performance of any other term or condition of this lease.

The Lessor may elect to cure such default and any expenses of curing may be added to the rent and shall become immediately due and payable. In the event that the Lessor elects to declare a breach of this lease, the Lessor shall have the right to give the Lessee three (3) days written notice requiring payment of the rent or compliance with other terms or provisions of the lease, or delivery of the possession of the premises. In the event any default remains uncorrected after three (3) days written notice, the Lessor, at the Lessor's option, may declare the term ended, repossess the premises, expel the Lessee and those claiming through or under the Lessee and remove the effects of the Lessee, all without being deemed guilty in trespass or of a forcible entry and detainer and without prejudice to any other remedies to which the Lessor may be entitled. If at any time this lease is terminated under this paragraph, the Lessee agrees to peacefully surrender the premises to the Lessor immediately upon termination and if the Lessee remains in possession of the premises, the Lessee shall be deemed guilty of unlawful detention of the premises. The Lessor shall be entitled to recover from the Lessee all damages by reason of the Lessee's default, including but not limited to the cost to recover and repossess the premises, the expenses of reletting, necessary renovation and alteration expenses, commissions and the rent for the balance of the term of this lease.

16. In the event the premises shall become untenable on account of damage by fire, flood or act of God, this lease may be thereupon terminated and the rent apportioned to the date of the occurrence of such damage.

17. In the event of any dispute arising under the terms of this lease, or in the event of nonpayment of any sums arising under this lease and in the event the matter is turned over to an attorney, the party prevailing in such dispute shall be entitled, in addition to other damages or costs, to receive reasonable attorney's fees from the other party.

18. In the event any payment required hereunder is not made within five (5) days after the payment is due, a late charge in the amount of fifteen percent (15%) of the payment will be paid by the Lessee.

19. In the event of a condemnation or other taking by any governmental agency, all proceeds shall be paid to the Lessor hereunder, the Lessee waiving all right to any such payments.

20. This lease is made with the express understanding that, in the event the Lessee becomes insolvent, or is declared bankrupt, in either event, the Lessor may declare the lease ended and all rights of the Lessee hereunder shall terminate and cease.

THE LESSOR AND LESSEE FURTHER AGREE:

- A. Lessee shall have NA parking space (s).
- B. Lessee will install their own phone service and equipment. If Lessee vacates the premises, the wiring and phone jacks shall remain in the building.
- C. This lease may be renewed by mutual agreement by Lessee and Lessor 60 days prior to expiration of this lease. Any adjustment to the monthly rental fee will be considered yearly and/or at the end of the lease term; not to exceed 10% (Ten Percent).

- D. In the event the property is sold, the new owners shall have the option of continuing the existing lease or a minimum of a 6 month notification of cancellation.
- E. The Lessee is responsible for the extermination and control of insects, bugs, rodents, etc.
- F. **No Smoking** is allowed in the building.
- G. Animals will not be kept in the building.
- H. **A thirty (30) day notice** is required to terminate the lease.
- I. The damage deposit may **not** be used for rent.
- J. The utilities may not be disconnected while Lessee is in possession of the unit.
- K. When snow removal is necessary in the parking lot, the plowing service will be contracted out and the cost divided between the four tenants.

21. As part of the business lease, the Lessee agrees to supply the Lessor with a **Certificate of Insurance showing liability coverage** for Lessee's business in the amount of \$300,000.00 or more and to add the Lessor as **"Additional Insured"** to the Lessee's policy. This coverage is to remain in force the entire length of the lease.

SHOULD ANY PROVISION of this lease violate any Federal, State or local law or ordinance, that provision shall be deemed amended to, so it will comply with such law or ordinance and shall be construed in a manner so as to comply.

This lease shall be binding on the parties, their personal representatives, successors and assigns.

LESSOR:

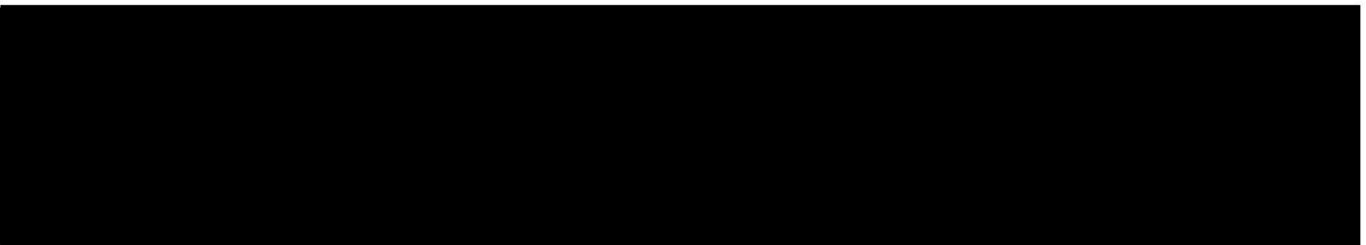
LESSEE:

PAUL JENSEN
Paul Jensen

Aziel Casillas

MAILING ADDRESS:

MAILING ADDRESS:



PHONE NUMBER:

PHONE NUMBER:

719-221-3362
719-221-3997

970-560-7091

DATE:

DATE:

9-28-22

9-28-22