



## CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> Administration	<b>PRESENTED BY</b> Kristi Jefferson - City Clerk	<b>DATE</b> May 7, 2024
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### **ITEM**

New Tavern Liquor License request for Rocky Mountain Clubhouse LLC dba Rocky Mountain Clubhouse at 413 ½ W. Highway 50.

### **BACKGROUND**

A new Colorado Tavern Liquor License application was filed with the City Clerk on February 25, 2024. The Notice of Public Hearing was published on March 22, 2024 and the premises was posted on April 25, 2025.

All proper fees have been remitted to the City and State of Colorado.

A Tavern license differs from a Hotel and Restaurant license as the establishment shall have sandwiches and light snacks available for consumption on the premises during business hours, but need not have meals available for consumption, like a Hotel and Restaurant license.

### **STAFF RECOMMENDATION**

Staff recommends that the Liquor Licensing Authority approve a new Tavern Liquor License request for Rocky Mountain Clubhouse LLC dba Rocky Mountain Clubhouse at 413 ½ W. Highway 50.

### **SUGGESTED MOTION**

Following a public hearing on the matter, a Liquor Authority member should “move to approve a new Tavern Liquor License request for Rocky Mountain Clubhouse LLC dba Rocky Mountain Clubhouse at 413 ½ W. Highway 50.” followed by a second and roll call vote.

# Colorado Liquor Retail License Application

Uploaded to Date  
 MoveIt on

\* Note that the Division will not accept cash  Paid by check  Paid online

New License  New-Concurrent  Transfer of Ownership  State Property Only  Master file

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor, Beer and Wine Code: [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor)

1. Applicant is applying as a/an  Individual  Limited Liability Company  Association or Other  
 Corporation  Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation FEIN Number  
**Rocky Mountain Clubhouse LLC** ██████████

2a. Trade Name of Establishment (DBA) State Sales Tax Number  
**Rocky Mountain Clubhouse** 96030039 Business Telephone  
708-927-8173

3. Address of Premises (specify exact location of premises, include suite/unit numbers)  
**413 1/2 Rainbow Boulevard**

City <b>Salida</b>	County <b>Chaffee</b>	State <b>CO</b>	ZIP Code <b>81201</b>
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4. Mailing Address (Number and Street) <b>413 1/2 Rainbow Boulevard</b>	City or Town <b>Salida</b>	State <b>CO</b>	ZIP Code <b>81201</b>
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5. Email Address  
**mike@rockymountainclubhouse.com**

6. If the premises currently has a liquor or beer license, you **must** answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date
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Section A Nonrefundable Application Fees*	Section B (Cont.) Liquor License Fees*
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| <input type="checkbox"/> Application Fee for New License .....\$1,100.00<br><input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review .....\$1,200.00<br><input type="checkbox"/> Application Fee for Transfer .....\$1,100.00 | <input type="checkbox"/> Liquor-Licensed Drugstore (County) .....\$312.50<br><input type="checkbox"/> Lodging & Entertainment - L&E (City) .....\$500.00<br><input type="checkbox"/> Lodging & Entertainment - L&E (County) .....\$500.00<br><input type="checkbox"/> Manager Registration - H & R .....\$30.00<br><input type="checkbox"/> Manager Registration - Tavern .....\$30.00<br><input type="checkbox"/> Manager Registration - Lodging & Entertainment .....\$30.00<br><input type="checkbox"/> Manager Registration - Campus Liquor Complex .....\$30.00<br><input type="checkbox"/> Optional Premises License (City) .....\$500.00<br><input type="checkbox"/> Optional Premises License (County) .....\$500.00<br><input type="checkbox"/> Racetrack License (City) .....\$500.00<br><input type="checkbox"/> Racetrack License (County) .....\$500.00<br><input type="checkbox"/> Resort Complex License (City) .....\$500.00<br><input type="checkbox"/> Resort Complex License (County) .....\$500.00<br><input type="checkbox"/> Related Facility - Campus Liquor Complex (City) .....\$160.00<br><input type="checkbox"/> Related Facility - Campus Liquor Complex (County) .....\$160.00<br><input type="checkbox"/> Related Facility - Campus Liquor Complex (State) .....\$160.00<br><input type="checkbox"/> Retail Gaming Tavern License (City) .....\$500.00<br><input type="checkbox"/> Retail Gaming Tavern License (County) .....\$500.00<br><input type="checkbox"/> Retail Liquor Store License-Additional (City) .....\$227.50<br><input type="checkbox"/> Retail Liquor Store License-Additional (County) .....\$312.50<br><input type="checkbox"/> Retail Liquor Store (City) .....\$227.50<br><input type="checkbox"/> Retail Liquor Store (County) .....\$312.50<br><input checked="" type="checkbox"/> Tavern License (City) .....\$500.00<br><input type="checkbox"/> Tavern License (County) .....\$500.00<br><input type="checkbox"/> Vintners Restaurant License (City) .....\$750.00<br><input type="checkbox"/> Vintners Restaurant License (County) .....\$750.00 |
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Section B Liquor License Fees*
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| <input type="checkbox"/> Add Optional Premises to H & R .....\$100.00 X _____ Total _____<br><input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____<br><input type="checkbox"/> Add Sidewalk Service Area .....\$75.00<br><input type="checkbox"/> Arts License (City) .....\$308.75<br><input type="checkbox"/> Arts License (County) .....\$308.75<br><input type="checkbox"/> Beer and Wine License (City) .....\$351.25<br><input type="checkbox"/> Beer and Wine License (County) .....\$436.25<br><input type="checkbox"/> Brew Pub License (City) .....\$750.00<br><input type="checkbox"/> Brew Pub License (County) .....\$750.00<br><input type="checkbox"/> Campus Liquor Complex (City) .....\$500.00<br><input type="checkbox"/> Campus Liquor Complex (County) .....\$500.00<br><input type="checkbox"/> Campus Liquor Complex (State) .....\$500.00<br><input type="checkbox"/> Club License (City) .....\$308.75<br><input type="checkbox"/> Club License (County) .....\$308.75<br><input type="checkbox"/> Distillery Pub License (City) .....\$750.00<br><input type="checkbox"/> Distillery Pub License (County) .....\$750.00<br><input type="checkbox"/> Hotel and Restaurant License (City) .....\$500.00<br><input type="checkbox"/> Hotel and Restaurant License (County) .....\$500.00<br><input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) .....\$600.00<br><input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County) .....\$600.00<br><input type="checkbox"/> Liquor-Licensed Drugstore (City) .....\$227.50 |
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Questions? Visit: [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor) for more information

**Do not write in this space - For Department of Revenue use only**

Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

## Application Documents Checklist and Worksheet

**Instructions:** This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor) for more information**

Items submitted, please check all appropriate boxes completed or documents submitted	
<b>I.</b>	<b>Applicant information</b> <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input checked="" type="checkbox"/> E. All sections of the application need to be completed <input type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
<b>II.</b>	<b>Diagram of the premises</b> <input checked="" type="checkbox"/> A. No larger than 8½" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input checked="" type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input checked="" type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
<b>III.</b>	<b>Proof of property possession (One Year Needed)</b> <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
<b>IV.</b>	<b>Background information (DR 8404-I) and financial documents</b> <input checked="" type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with IdentoGO. <b>Do not complete fingerprint cards prior to submitting your application.</b> The Vendors are as follows: IdentoGO – <a href="https://uenroll.identogo.com/">https://uenroll.identogo.com/</a> Phone: 844-539-5539 (toll-free) Colorado Fingerprinting – <a href="http://www.coloradofingerprinting.com">http://www.coloradofingerprinting.com</a> Appointment Scheduling Website: <a href="http://www.coloradofingerprinting.com/cabs/">http://www.coloradofingerprinting.com/cabs/</a> Phone: 720-292-2722 Toll Free: 833-224-2227 <b>Details about the vendors and fingerprinting in Colorado can be found on CBI's website here:</b> <a href="https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks">https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks</a> <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
<b>V.</b>	<b>Sole proprietor/husband and wife partnership (if applicable)</b> <input checked="" type="checkbox"/> A. Form DR 4679 <input checked="" type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
<b>VI.</b>	<b>Corporate applicant information (if applicable)</b> <input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
<b>VII.</b>	<b>Partnership applicant information (if applicable)</b> <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
<b>VIII.</b>	<b>Limited Liability Company applicant information (if applicable)</b> <input checked="" type="checkbox"/> A. Copy of articles of organization <input checked="" type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
<b>IX.</b>	<b>Manager registration for Hotel and Restaurant, Tavern, Lodging &amp; Entertainment, and Campus Liquor Complex licenses when included with this application</b> <input type="checkbox"/> A. \$30.00 fee <input type="checkbox"/> B. If owner is managing, no fee required

Name	Type of License	Account Number		
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 <input type="checkbox"/> No <input checked="" type="checkbox"/>		
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?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
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.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
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?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
or Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/> 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? <b>NOTE:</b> 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.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
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? <b>NOTE:</b> 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.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input type="checkbox"/>		
b. Are you a Colorado resident?		<input type="checkbox"/> <input type="checkbox"/>		
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 <u>current</u> financial interest in said business including any loans to or from a licensee.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, <b>have legal possession of the premises by ownership, lease or other arrangement?</b>		<input checked="" type="checkbox"/> <input type="checkbox"/>		
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, <b>exactly</b> as they appear on the lease:				
Landlord	Tenant	Expires		
Ronald A & Carole G Stowell Living Trust	Rocky Mountain Clubhouse LLC	02/14/2025		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
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 8½" 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
<b>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.</b>				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:		<input type="checkbox"/> <input type="checkbox"/>		
Has a local ordinance or resolution authorizing optional premises been adopted?				
Number of additional Optional Premise areas requested. (See license fee chart)		<input type="text"/>		
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		
<b>19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:</b> <b>a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? <input type="checkbox"/> <input type="checkbox"/></b> <b>If "yes" a copy of license must be attached.</b>				
<b>20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation</b>				
<b>a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?</b>		Yes No <input type="checkbox"/> <input type="checkbox"/>		
<b>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?</b>		<input type="checkbox"/> <input type="checkbox"/>		
<b>c. How long has the club been incorporated?</b>				
<b>d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?</b>		<input type="checkbox"/> <input type="checkbox"/>		
<b>21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:</b>				
<b>a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)</b>		<input type="checkbox"/> <input type="checkbox"/>		
<b>22. Campus Liquor Complex applicants answer the following:</b>				
<b>a. Is the applicant an institution of higher education?</b>		<input type="checkbox"/> <input type="checkbox"/>		
<b>b. Is the applicant a person who contracts with the institution of higher education to provide food services?</b>		<input type="checkbox"/> <input type="checkbox"/>		
<b>If "yes" please provide a copy of the contract with the institution of higher education to provide food services.</b>				
<b>23. For all on-premises applicants.</b>				
<b>a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.</b>				
Last Name of Manager		First Name of Manager		
De Runtz		Michael		
<b>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.</b>		Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>		
<b>25. Related Facility - Campus Liquor Complex applicants answer the following:</b>				
<b>a. Is the related facility located within the boundaries of the Campus Liquor Complex?</b> 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.		<input type="checkbox"/> <input type="checkbox"/>		
<b>b. Designated Manager for Related Facility- Campus Liquor Complex</b>				
Last Name of Manager		First Name of Manager		
<b>26. Tax Information.</b>				
<b>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?</b>		Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>		
<b>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.?</b>		<input type="checkbox"/> <input checked="" type="checkbox"/>		
<b>27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all <b>Officers, Directors, General Partners, and Managing Members</b>. In addition, applicant must list any stockholders, partners, or members with <b>ownership of 10% or more in the applicant</b>. 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.</b>				
Name	Home Address, City & State	DOB	Position	%Owned
Michael De Runtz			Owner	100
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.  ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)  ** If total ownership percentage disclosed here does not total 100%, applicant must check this box:  <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>		
<b>Oath Of Applicant</b>		
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.		
Authorized Signature <i>MDR</i>	Printed Name and Title Michael De Runtz, Owner	Date 2/25/2024
<b>Report and Approval of Local Licensing Authority (City/County)</b>		
Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)	
For Transfer Applications Only - Is the license being transferred valid?		Yes No <input type="checkbox"/> <input type="checkbox"/>
<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> <input type="checkbox"/> Fingerprinted <input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants 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 (Check One) <input type="checkbox"/> Date of inspection or anticipated date _____ <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority		
<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 > 10,0000?		Yes No <input type="checkbox"/> <input type="checkbox"/>
<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 < 10,0000?		Yes No <input type="checkbox"/> <input type="checkbox"/>
<p><b>NOTE:</b> 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> <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? <span style="float:right;"><input type="checkbox"/> <input type="checkbox"/></span>		
<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. <b>Therefore, this application is approved.</b></p>		
Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title
Signature	Print	Title
		Date
		Date

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

Pursuant to the Liquor Laws of the State of Colorado, Rocky Mountain Clubhouse LLC, has requested the Local Licensing Authority of the City of Salida, Colorado to grant a Tavern (City) liquor license to sell malt, vinous and spirituous liquors for consumption on premises at 413 ½ Rainbow Blvd, Salida, CO 81201. A hearing on the application received February 25, 2024 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, May 7th. At said time and place, any interested persons may appear to be heard for or against the granting of said license.

LOCAL LICENSING AUTHORITY

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Kristi Jefferson, City Clerk

Premises Posted by April 25, 2024

Published in The Mountain Mail March 22,  
2024

# NOTICE

## PURSUANT TO THE LIQUOR LAWS OF COLORADO

Rocky Mountain Clubhouse, LLC - DBA Rocky Mountain Clubhouse

413 1/2 W. Highway 50

Salida, CO 81201

**HAS REQUESTED THE LICENSING OFFICIALS OF** City of Salida  
**TO** Approve a new Tavern Liquor License  
**LICENSE AT:** 413 1/2 W. Highway 50, Salida CO 81201

### HEARING ON APPLICATION TO BE HELD AT:

City Council Chambers

448 E First Street, Ste. 119, Salida, CO 81201

**TIME AND DATE:** May 07, 2024

**DATE OF APPLICATION:** February 25, 2024

**BY ORDER OF:** City of Salida

**OFFICERS:** Michael De Runtz

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

EO



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,

Rocky Mountain Clubhouse LLC

is a

Limited Liability Company

formed or registered on 01/29/2024 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 20241130566 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/22/2024 that have been posted, and by documents delivered to this office electronically through 01/29/2024 @ 20:01:32 .

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 01/29/2024 @ 20:01:32 in accordance with applicable law. This certificate is assigned Confirmation Number 15703591 .

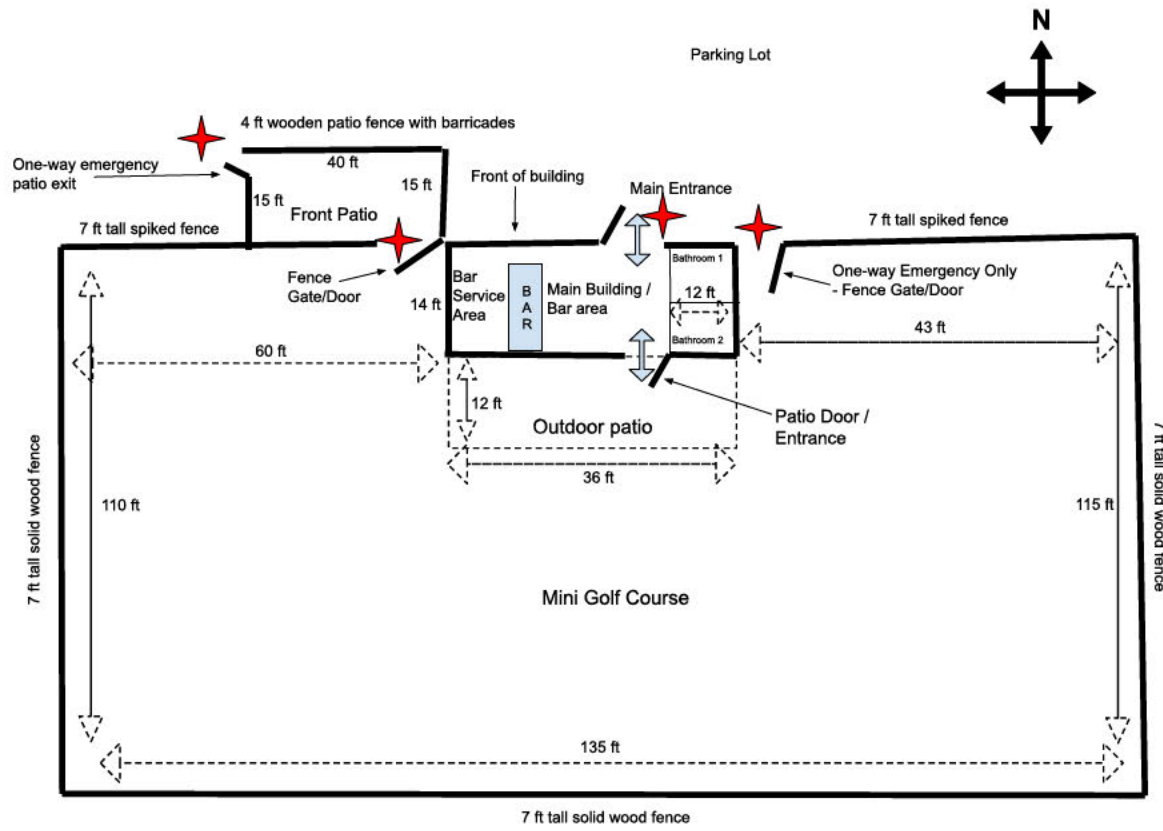



A handwritten signature in blue ink that reads "Jena Griswold".

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."



 = Emergency Exit

Licensed premises in BOLD outline

Arrows and labels indicating dimensions

2 Building Entryways: Main Entrance and Patio Entrance

2 Fence Entryways: East is Emergency Exit Only; West is open access to Front Patio with additional Emergency Exit Only from the Front Patio

No Kitchen

1 floor only

Main Building / Bar Area with 8-12 seats. All alcohol sales will occur at the main bar.

Outdoor patio with 20 seats, fully enclosed within premises

Sidewalk patio with 18 seats, fully enclosed within premises

## COMMERCIAL LEASE AGREEMENT

THIS LEASE, is made and entered into this 14th day of February, 2024, by and between the Ronald A & Carole G Stowell Living Trust ("Landlord"), and Rocky Mountain Clubhouse LLC ("Tenant").

1. Premises. In consideration of payment of the rent hereinafter provided for and performance of the covenants and agreements of the Tenant hereinafter set forth, the Landlord hereby leases unto the Tenant those premises located at:

Lot 2, "The Bounty" Minor Subdivision, per plat recorded February 27, 2019 as Reception No. 448961, as modified by Boundary Line Agreement recorded January 31, 2022 as Reception No. 477713, City of Salida, County of Chaffee, State of Colorado,

also known by the street address 413 1/2 Rainbow Boulevard, Salida, Colorado 81201 (the "Premises").

2. Term. Tenant may have and hold the Premises with all the appurtenances for a term of one year, commencing at twelve o'clock noon on February 14th, 2024, and terminating upon the earlier of the following events: (i) conveyance of fee ownership of the Premises from Landlord to Tenant, (ii) termination of the January 15, 2024 Contract to Buy and Sell Real Estate (Commercial), as amended, between the parties hereto, (iii) twelve o'clock noon on February 14th, 2025, unless the term shall be sooner terminated as hereinafter provided.

3. Rent. Tenant shall pay to Landlord, as rent for the full term hereunder for the Premises, the sum of [REDACTED] payable in monthly installments on the first day of each month. Installments of rent shall be payable in advance and without notice at by electronic means agreed on in advance by the Landlord, or at [REDACTED], or at such other place as Landlord from time to time designates in writing. Notwithstanding the foregoing, the first installment of rent payable hereunder shall be payable by Tenant concurrently with execution of this Lease. The rental amount for any partial month shall be paid pro rata based on the length of the month in question.

4. Utility Charges. Landlord shall remain the utility account owner for all utilities serving the Premises, but in addition to any other sums to be paid by Tenant, all charges and assessments paid by Landlord for water, sewer, electric, heating, and lighting, that may be levied against the Premises during the term of the Lease shall be reimbursed by Tenant as the same become due and payable.

5. Injury or Damage. Landlord shall not be responsible to the Tenant for loss of property in or from the Premises, or for any damage done to furniture, fixtures or effects therein, however occurring, nor shall the Landlord be liable for any injury or damage, either proximate or remote, occurring through or caused by any repairs, alterations, or accident occurring in or to the Premises or adjacent premises, or other parts of the above Premises than herein demised, or by reason of the negligence or default of the owners or occupants thereof, or any other person, nor liable for any injury or

damage occasioned by defective electrical wiring or the breakage or stoppage of the plumbing or sewerage upon the Premises or upon adjacent premises, whether such breakage or stoppage results from freezing or otherwise.

6. Inspection. Landlord or its agents shall have the right at any time to enter the Premises to examine the same, or to make such repairs as it may deem necessary or proper for the safety, improvement, or preservation thereof. The Landlord shall at all times have the right, at its election, to make such alterations of, changes in, or additions to any adjoining buildings, if any, not leased to the Tenant, as may appear desirable to the Landlord, and to demolish and/or dispose of the adjoining premises as it shall elect, at Landlord's sole expense.

7. Alterations. The Tenant shall not make any alterations in the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

8. Fixtures. Any alterations made on the Premises, including in or to any building or structure located on the Premises (the "Buildings") by the Tenant and any equipment or fixtures built into the Premises by the Tenant shall upon the termination of this Lease become the sole property of the Landlord.

9. Use. It is understood and agreed that the only business to be conducted from the Premises shall be the operation of a minigolf facility. Tenant shall not use the Premises for any other purposes, without the prior written consent of Landlord, which consent may be withheld at the sole discretion of Landlord. Tenant also agrees not to conduct or to permit to be conducted upon the Premises any business or any act which is contrary to or in violation of the laws of the United States of America or of the State of Colorado or of any ordinances, regulations, or orders of any municipality or other public authority affecting the Premises.

10. Maintenance and Repair.

(a) Tenant's Obligation to Maintain and Repair. Tenant covenants to maintain, repair, replace and keep all exterior signage, lighting fixtures and HVAC systems, as well as the interior of the Buildings, and all improvements, fixtures and personal property therein, including, but not limited to, all restrooms, and all plumbing, electrical, HVAC and mechanical systems and fixtures, in good, safe and sanitary condition, order and repair and in accordance with all applicable laws, ordinances, orders, rules and regulations of governmental authorities having jurisdiction; to pay all costs and expenses in connection therewith, including but not limited to the costs of bringing into and maintaining the Premises in compliance with the Americans with Disabilities Act of 1990, to the extent it applies to Tenants occupying the Premises; and to contract for the same in Tenant's own name. Except in cases of emergency, Tenant shall provide Landlord ten (10) days' advance written notice of the intent to make any repairs to the Premises. All maintenance and repairs by Tenant shall be done promptly, in a good and workmanlike fashion, and without diminishing the original quality of the Premises. Notwithstanding the foregoing, Landlord shall make any necessary repairs to the HVAC system during the six-month period commencing on the date Tenant first occupies the Premises and ending on the same day of the sixth month thereafter.

(b) Landlord's Obligation to Maintain and Repair. So long as Tenant is not in default under the

terms of this Lease, Landlord covenants and agrees to maintain, repair, replace and keep the exterior walls and roof of the Buildings (excluding glass, signage, bay doors, exterior HVAC systems, and lighting), and the driveways and sidewalks located on the Premises, in good, safe and sanitary condition, order and repair and in accordance with all applicable laws, ordinances, orders, rules and regulations of governmental authorities having jurisdiction; to pay all costs and expenses in connection therewith; provided, however, that if any repair, replacement, or restoration of any driveway or sidewalk located on the Premises is required as a result of Tenant providing service and/or repair to vehicles other than standard passenger vehicles, all costs and expenses incurred by Landlord in connection therewith shall be payable by Tenant immediately upon written request therefor by Landlord; and provided further that, if any repair, replacement or restoration is necessitated by any act or omission of Tenant, or any of Tenant's officers, employees, agents, guests or invitees, all costs and expenses incurred by Landlord in connection therewith shall be payable by Tenant immediately upon written request therefor by Landlord.

(c) No Abatement for Repairs. Except as provided in Section 16, there shall be no allowance to Tenant for a diminution of rental value and no liability on the part of Landlord, by reason or inconvenience, annoyance or injury to, or interruption of business, arising from Landlord, Tenant or others making any repairs, restorations, replacements, alterations, additions or improvements in or to any portion of the Buildings or the Premises, or in or to fixtures, appurtenances or equipment thereof.

11. Landlord's Services. So long as Tenant is not in default under the terms of this Lease, Landlord shall furnish the following services:

(a) Subject to Section 4 above, electricity, and water/sewer connections to the Premises.

12. Other Covenants of Tenant.

(a) Compliance with Insurance Requirements. Tenant covenants and agrees that nothing shall be done or kept on the Premises which might impair or increase the cost of insurance maintained with respect to the Premises, which might increase the insured risks, or which might result in cancellation of any such insurance.

(b) No Waste or Impairment of Value. Tenant covenants and agrees that nothing shall be done or kept on the Premises which might impair the value of the Premises or which would constitute waste.

(c) No Nuisance, Noxious or Offensive Activity. Tenant covenants and agrees that no noxious or offensive activity shall be carried on upon the Premises nor shall anything be done or kept on the Premises which may be or become a public or private nuisance or which may cause embarrassment, disturbance, or annoyance to others on adjacent or nearby property.

(d) No Unsightliness. Tenant covenants and agrees that no unsightliness shall be permitted on the Premises which is visible from any adjacent or nearby property. Without limiting the generality of the foregoing, all unsightly conditions, equipment, objects and conditions shall be kept enclosed within the Premises; no refuse, scrap, debris, garbage, trash, bulk materials, used automobile parts,

or waste shall be kept, stored or allowed to accumulate on the Premises except as may be enclosed within the Premises; no storage of abandoned vehicles shall be permitted on the Premises; and no vehicles shall remain parked on the Premises longer than that period of time which is reasonably required to service or repair said vehicles, and in no event longer than seventy-two (72) hours.

(e) Environmental Compliance and Indemnity. Tenant covenants and agrees to conduct its business and operations on and from the Premises in accordance with all federal, state and local environmental laws, regulations, executive orders, ordinances and directives including, but not limited to, the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Toxic Substances Control Act, and state law counterparts, and any amendments thereto, including, without limitation, the Colorado Hazardous Waste Management Act, C.R.S. § 25-15-101 et seq., and not to cause, suffer or permit any damage or impairment to the health, safety or comfort of any person or to the environment at or on the Premises and surrounding property, including, but not limited to, damage or threatened damage to the soil, surface or ground water resources at the Premises and surrounding property or any condition constituting a nuisance or causing a violation of or resulting in liability under any state, federal or local law, regulation or ordinance. The foregoing obligations of Tenant shall hereinafter collectively be referred to as the "Environmental Obligations." In the event of any violation of, or failure to comply with, any of the Environmental Obligations, Tenant agrees, at its sole cost and expense, promptly to remedy and correct such violation or failure, including all required or appropriate clean up, clean up-related activities and all other appropriate remedial action. Tenant covenants and agrees to protect, indemnify and save Landlord harmless from and against any and all liability, obligations, claims, including administrative claims and claims for injunctive relief, loss, cost, damage, expense or liability, including without limitation, any liability arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, plus reasonable attorney fees, incurred by or asserted against Landlord resulting from any failure to comply with the provisions of this Section 12(e). Landlord shall have the right to defend itself in any action, suit or proceeding commenced against Landlord as a result of Tenant's violation of or failure to comply with the provision of this Section 12(e), with attorneys and, as necessary, technical consultants chosen by Landlord, and Tenant agrees to pay to Landlord all reasonable attorney fees, consultant fees, and other costs in connection therewith incurred by Landlord. The provisions of this Section 12(e) shall survive the expiration or termination of this Lease.

(f) Restrictions on Signs. Tenant covenants and agrees that no signs or advertising devices of any nature shall be erected or maintained by or on behalf of Tenant on the Premises unless such shall be (i) in compliance with all zoning or other applicable regulations of any governmental body or authority having jurisdiction thereof, and (ii) approved in writing, in advance, by Landlord.

(g) Taxes.

(i) Tenant's Taxes. During the term of this Lease, Tenant shall pay in full, as and when the same become due and payable, all personal property taxes levied on or with respect to Tenant's personal property located in or used in connection with the Premises, and all sales, use, and other taxes levied on or in connection with the operation of Tenant's business in the Premises.

(ii) Real Property Taxes. Landlord shall pay the amount of any real estate taxes and

assessments for the term of this Lease.

(h) OFAC Compliance. Tenant represents and warrants to Landlord that Tenant is currently in compliance with and shall at all times during the term of this Lease (including any further extensions or renewals) remain in compliance with the regulations of the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), or other governmental action relating thereto.

13. Condition of the Premises. The taking of possession of the Premises by the Tenant shall be conclusive evidence as against the Tenant that the Premises were in satisfactory condition when possession of the same was taken. Tenant shall be permitted to make a final walk-through inspection of the Premises prior to its taking possession thereof.

14. Parking. During the term of this Lease, Landlord shall provide to Tenant that number of parking spaces which are required to be provided with respect to the Premises pursuant to the applicable zoning regulations of the City of Salida, Colorado, which in no event shall be less than eighteen (18) parking spaces.

15. Condemnation. If the whole or a substantial part of the Premises shall be taken for any public or quasi-public use, under any statute or right of eminent domain or purchase by the governmental authority in lieu of or under threat of any such taking, then, when possession shall be taken of the Premises, or any part thereof, the term herein demised and all rights of the Tenant hereunder shall immediately cease and terminate, and the rent shall be adjusted as of the time of such termination.

16. Casualty. If during the term hereby demised the Premises shall be so injured by fire or other casualty not arising from the fault or negligence of the Tenant, or those in its employ, so that the Premises shall thereby be rendered unfit for use or occupation, then and in such case the rent herein reserved or a just proportionate part thereof, according to the nature and extent of the injury which has been sustained, shall be abated until the Premises shall have been duly repaired and restored, which work or repair and restoration shall be done with all reasonable diligence. In case the Buildings shall be substantially destroyed so that the Premises cannot be repaired and restored within sixty days, it shall then be optional to either party to cancel this Lease and end the term hereof, and in case of such cancellation the rent shall be paid to the date of such fire or other casualty and all further obligations upon the part of either party hereto shall cease and the estate hereby created shall thereupon terminate.

17. Prohibition on Subletting or Assignment. The Tenant agrees that neither the Premises nor any part thereof shall be sublet nor shall this Lease be assigned by the Tenant, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Nor shall any assignment for the benefit of creditors or by operation of law be effective to transfer any rights to the said assignees without the prior written consent of the Landlord first having been obtained. The sale of a majority interest of shares in the corporate Tenant shall be considered a prohibited assignment under this Section 17, unless such sale is made to a member of the immediate family

of the present shareholder.

18. Insolvency. It is further agreed between the parties hereto that if the Tenant shall be declared insolvent or bankrupt, or if any assignment of the Tenant's property shall be made for the benefit of creditors or otherwise, or if the Tenant's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any court of law, or a Trustee in Bankruptcy or a receiver be appointed for the property of the Tenant, whether under the operation of the state or the federal statutes, then and in any such case, the Landlord may at its option immediately, with or without notice (notice being expressly waived), terminate this Lease and immediately retake possession of the Premises without the same working any forfeiture of the obligations of the Tenant hereunder.

19. Tenant's Default. The Tenant will observe and perform in all things the conditions and agreements herein set forth to be observed and performed by the Tenant, and if default be made by the Tenant in payment of said rent, or in any installment or part thereof, or if default in performance of other conditions and agreements be made by the Tenant, and such non-monetary default shall continue for a period of ten days after written notice of such default be given by the Landlord to the Tenant, then in either case, in addition to any other remedy Landlord may have against Tenant, it shall be lawful for the Landlord to terminate Tenant's right to possession under this Lease, and to re-enter and repossess the Premises, and to remove therefrom any personal property belonging to the Tenant, without prejudice to any claim for rent or for the breach of covenants hereof.

20. Abandonment and/or Default. If the Tenant shall abandon or vacate the Premises before the end of the term of this Lease or shall suffer the rent to be in arrears, or if Tenant is otherwise in default under this Lease, the Landlord may, at its option and without notice, enter the Premises, remove any sign of the Tenant therefrom and re-let the same or any part thereof as it may see fit without retaking, voiding, or terminating this Lease, and for the purpose of such re-letting, the Landlord is authorized to make any repairs, changes, alterations, or additions in or to the Premises as may be necessary or desirable, in the opinion of the Landlord, for the purpose of such re-letting, and, if a sum shall not be realized from such re-letting to equal the monthly rental above stipulated to be paid by the Tenant, the Tenant will pay such deficiency each month upon demand therefor. Landlord shall not be required to relet the subject Premises in order for Tenant to be liable for continuing obligations under the Lease, in the event that the Tenant violates any of the terms and conditions hereof.

21. Lien. The Landlord shall have at all times a valid lien for all rentals due hereunder from the Tenant upon all of the personal property of the Tenant situate in the Premises, and said property shall not be removed therefrom without the consent of the Landlord until all arrearages in rent shall have first been paid and discharged.

22. Remedies Cumulative. No reference to nor exercise of any specific right or remedy by Landlord shall prejudice or preclude Landlord from exercising or invoking any other remedy in respect thereof, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but Landlord may from time to time exercise any one or more of such remedies independently or in combination.



23. Condition of Premises at End of Term. The Tenant agrees to deliver up and surrender to the Landlord possession of the Premises at the expiration or termination of this Lease, by lapse of time or otherwise, in as good repair as the Tenant obtained the same at the commencement of said term, excepting only ordinary wear and tear.

24. Holding Over. It is mutually agreed that if, after the expiration of this Lease, the Tenant shall remain in possession of the Premises, without a written agreement as to such holding, then such holding over shall be deemed and taken to be a holding upon a tenancy from month to month at a monthly rental equal to the monthly rental last payable hereunder, payable in advance on the 1<sup>st</sup> day of each calendar month. Any month-to-month tenancy or tenancy at sufferance hereunder shall be subject to all other terms and conditions of this Lease and nothing contained in this Section 24 shall be construed to alter or impair any of Landlord's rights of re-entry or eviction or constitute a waiver thereof.

25. No Waiver. No waiver of any breach of any one or more of the conditions or covenants of the Lease by the Landlord shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder. The failure of the Landlord to insist upon the strict performance of the terms, covenants, agreements, and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Landlord's right to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect. The Tenant acknowledges and agrees that it has not relied upon any statements, representations, agreement, or warranties, except such as are expressed herein.

26. Insurance. During the term of this Lease, Tenant shall:

(a) be responsible for obtaining fire insurance in an amount sufficient to fully cover Tenant's improvements, fixtures and property in the Premises which are not owned by Landlord and Landlord shall have no responsibility to obtain such insurance; and

(b) maintain at its own expense, liability insurance, with Landlord named as an additional insured, against claims for death, personal injury and property damage in or about the Premises, in an amount not less than \$1,000,000.00 for death, illness or injury to one or more persons, and \$1,000,000.00 for property damage, in respect of each occurrence.

Policies for such insurance shall be in a form and with an insurer reasonably acceptable to Landlord, shall require at least 15 days written notice to Landlord of termination or material alteration during the term of this Lease, and shall waive any right of subrogation against Landlord and all individuals and entities for whom Landlord is responsible in law. Tenant shall deliver to Landlord, on the commencement date of the term of this Lease and on each anniversary thereof, certified copies or other evidence of such policies, or other evidence satisfactory to Landlord that all premiums thereof have been paid and that the policies are in full force and effect.

27. Successors. The covenants and agreements contained in the within Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns, except as expressly otherwise hereinbefore provided.

28. General Provisions:

(a) Attorney Fees. In the event of a default by either party under the terms of this Lease, then the non-defaulting party shall be entitled to reimbursement of all reasonable costs incurred in efforts to enforce the terms of this Lease and/or collect monies owed under the Lease, including but not limited to the non-defaulting party's reasonable attorney fees.

(b) Late Charges. In the event Tenant fails to timely pay any installment of monies as required under this Lease, then and in such event Landlord shall be entitled to collect a late fee of five percent (5%) of any such installment not paid within five days of the due date.

(c) Memorandum of Lease. Tenant agrees, from time to time, to complete and execute a memorandum of lease for filing with the Department of Revenue, State of Colorado, in compliance with Sections 39-22-604, 39-26-117, and 39-26-205, C.R.S., or similar laws.

(d) Brokerage Fees. Landlord shall have no liability for any brokerage or finder's fees as a result of entering into this Lease. Tenant has agreed to pay promptly all such fees, if any, incurred.

(e) Guarantee. Landlord would not enter into this Lease or lease the Premises to Tenant without the guarantee by Tenant's owners that Tenant will comply with and perform Tenant's covenants hereunder. Accordingly, simultaneously with execution of this Lease, Tenant shall cause a guarantee in the form attached hereto as Exhibit A to be executed and delivered to Landlord, which shall be made part hereof.

(f) Time of the Essence. The parties hereto agree that time is of the essence of this Lease.

(g) Exclusive Venue. The parties hereto agree that the sole and exclusive venue for any dispute arising out of, or relating to this Lease, or Tenant's occupancy of the Premises, shall be the Colorado District Court for the County of Chaffee, State of Colorado, and the parties consent to jurisdiction in such venue.

(h) Governing Law. This Lease shall be governed by the laws of the State of Colorado without regard to conflicts of laws principles thereof.

(i) Waiver of Jury Trial. TO THE EXTENT ALLOWED BY APPLICABLE LAW, TENANT AND LANDLORD HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER OF THEM OR THEIR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT TO LANDLORD'S ACCEPTING THIS GUARANTY.

(j) The Parties represent and warrant that they have not been induced into signing this Lease by any warranty, representation, promise, covenant or agreement made by or on behalf of any party or other party, other than is specifically set forth in this Lease. The Parties represent that they have relied on the legal counsel of their respective attorneys, who are the attorneys of their own choice, and that the terms of this Lease have been jointly negotiated, completely read, and explained to them by their respective attorneys, and that those terms are fully understood and voluntarily accepted.

(k) Invalidity. A determination that any provision of this Guaranty is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Guaranty to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

(l) Amendment. Any amendments or modifications to this Lease, in order to be effective, shall be in writing and executed by Landlord and Tenant.

29. Landlord's Assignment. Landlord may, without notice, assign this Lease in whole or in part. Any such assignment shall operate to release Landlord from liability from and after the effective date thereof upon all of the covenants, terms and conditions of this lease, express or implied, and Tenant shall thereafter look solely to Landlord's successor in interest in and to this Lease. This Lease shall not be affected by any such assignment, and Tenant shall attorn to Landlord's successor in interest thereunder.

30. Estoppel. Tenant shall, at any time and from time to time, upon not less than ten (10) days' prior notice from Landlord, execute, acknowledge and deliver a written statement ratifying this Lease and certifying any information concerning Tenant's lease and occupancy of the Premises reasonably required by Landlord.

31. Payment of Rent; in General. All amounts payable by Tenant to Landlord under this Lease shall be deemed to be rent and shall be payable and recoverable as rent in the manner herein provided, and Landlord shall have all rights against Tenant for default in any such payment as in the case of arrears of rent.

**SIGNATURE PAGE TO FOLLOW**


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LANDLORD:

Carole G. Stowell  
Carole Stowell, Trustee  
Ronald A & Carole G Stowell Living Trust

TENANT:

Michael De Runtz  
Michael De Runtz, Member  
Rocky Mountain Clubhouse, LLC

State of: ILLINOIS County of: COOK  
Signed and attested before me on 02/15/2024 (date) by  
MICHAEL DE RUNTZ (name of person/s).  
Notary Signature [Signature]  
Printed Name of Notary: ANTHONY ANDERSON  
(seal)  ANTHONY ANDERSON  
OFFICIAL SEAL  
Notary Public, State of Illinois  
My Commission Expires  
February 10, 2027

## EXHIBIT A

### FORM OF GUARANTY

THIS LEASE GUARANTY (this "Guaranty") is made as of this 14th day of February, 2024, by Michael De Runtz, an Illinois resident ("Guarantor"), in favor of Ronald A & Carole G Stowell Living Trust ("Landlord").

WHEREAS, Rocky Mountain Clubhouse, LLC, as Tenant ("Tenant"), and Landlord executed that certain Lease Agreement, dated February 14<sup>th</sup>, 2024, (the "Lease"), the terms and conditions of which Lease are hereby incorporated by reference, for certain premises located 413 1/2 Rainbow Boulevard, Salida, Colorado 81201 (the "Premises"); and

WHEREAS, Landlord under the Lease, requires as a condition to leasing the Premises, that Guarantor guarantee the performance and obligations of Tenant under the Lease; and

WHEREAS, Guarantor desires to induce Landlord to execute the Lease and therefore desires to guarantee Tenant's performance under the Lease as hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable mutual consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby covenants as follows:

1. Guaranty. Guarantor absolutely, unconditionally and irrevocably guarantees to Landlord the full, faithful and prompt performance of all obligations imposed on Tenant by the terms of the Lease, including, but not limited to: (a) the payment of any and all rent payable by Tenant under the Lease, and (b) the performance and observance of all the covenants, terms, conditions and agreements of the Lease to be performed and observed by Tenant. Guarantor does hereby become surety to Landlord for and with respect to all of the aforesaid obligations of Tenant under the Lease.
2. Covenants. If Tenant defaults in the payment of any Rent payable by Tenant under the Lease or in the performance of any of the covenants, terms, conditions and agreements contained in the Lease, Guarantor will immediately: (a) pay such rent to Landlord and any arrears thereof; (b) faithfully perform and fulfill all of such covenants, terms, conditions and agreements; and (c) pay the Landlord all damages, costs and expenses that may arise in consequence of any default by Tenant under Lease (including, without limitation, reasonable attorney fees and costs incurred by Landlord or caused by any such default and/or by the enforcement of this Guaranty). This Guaranty is a primary, absolute, continuing, and unconditional guaranty of payment and of performance and not of mere collection. Guarantor's liability hereunder is direct and may be enforced without Landlord being required to resort to any other right, remedy or security. The validity of this Guaranty and the obligations of Guarantor hereunder shall not be terminated, affected or impaired

by reason of the assertion or the failure to assert by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease.

3. Non-Release. This Guaranty shall remain in full force and effect without regard to, and shall not be released, discharged or in any way impaired by: (a) any amendment or modification of, or supplement to, or extension or renewal (pursuant to an option granted, holding over, or otherwise) of the Lease (whether material or otherwise) or any assignment or transfer thereof, all of which Guarantor hereby consents to; (b) any exercise or non-exercise of any right, power, remedy or privilege under or in respect of the Lease or this Guaranty or any waiver, consent or approval by Landlord with respect to any of the covenants, terms, conditions or agreements contained in the Lease or any indulgences, forbearance or extensions of time for performance or observance allowed to Tenant from time to time and for any length of time; (c) the voluntary or involuntary liquidation or dissolution of Tenant, the sale of substantially all of the assets of Tenant, the marshaling of assets on liabilities, receiverships, conservatorship, insolvency, bankruptcy, assignment for the benefit of creditors, reorganizations, arrangement, composition or readjustment of, or other similar proceeding affecting Tenant or any of Tenant's assets; (d) any limitation on the liability or obligation of Tenant under the Lease or its estate in bankruptcy or of any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the Bankruptcy Act or other statute or from the decision of any court; or (e) any extension, forbearance or leniency extended by Landlord to Tenant.

4. Rejection of Lease. This Guaranty will continue unchanged by any bankruptcy, reorganization or insolvency of Tenant or any successor or assignee thereof, or by a disaffirmance or abandonment by a trustee of Tenant. If the Lease is rejected or disaffirmed by Tenant or Tenant's trustee in bankruptcy pursuant to any bankruptcy law or any other law affecting creditor's rights, then Guarantor shall, and does hereby (without the necessity of any further agreement or act) assume all obligations and liabilities of Tenant under the Lease to the same extent as if: (a) Guarantor were originally named Tenant under the Lease; and (b) there had been no such rejection or disaffirmance. Guarantor shall, upon Landlord's request, promptly confirm in writing such assumption. No limitation on the liability of Tenant under the Lease which may now or hereafter be imposed by any federal, state or other statute, law or regulation applicable to such proceedings shall in any way limit the obligation of Guarantor hereunder, which obligation is co-extensive with Tenant's liability set forth within the Lease without regard to any such statutory or legal limitation.

5. Waiver. Guarantor has been advised of and hereby waives and agrees not to assert or take advantage of any of the following rights: (a) presentment, demand for payment, and protest of non-performance under the Lease; (b) notice of any kind, including but not limited to notice of acceptance, notice of default and/or notice of any obligations or liabilities contracted or incurred

by Tenant; (c) any right to require Landlord to enforce its rights and remedies against Tenant under the Lease or otherwise; (d) any right to require Landlord to proceed against any security held from Tenant or any other penalty; (e) any and all right of subrogation; (f) any defense that may arise by reason of the incapacity, lack of authority, death or disability of any other person or persons or the failure of Landlord to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person or persons; (g) any defense based upon an election of remedies by Landlord; and (h) any invalidity, irregularity or unenforceability, in whole or in part, of any one or more provisions of the Lease.

6. Joint and Several Liability. Guarantor's liability shall be primary and joint and several with that of Tenant, notwithstanding the fact that Guarantor has had no prior notice of any default or of any forbearance or extension. Landlord may proceed against Guarantor under this Guaranty without initiating or exhausting any legal remedy against Tenant and may proceed against Tenant and Guarantor separately or concurrently. This is a guaranty of payment and not of collection.

7. Assignment by Landlord. Landlord may, without notice, assign this Guaranty in whole or in part and no assignment or transfer of the Lease shall operate to extinguish or diminish the liability of the Guarantor hereunder.

#### 8. Miscellaneous

(a) No Waiver. All of Landlord's rights and remedies under the Lease and under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. The failure of Landlord to enforce any of the respective rights or remedies hereunder, or to promptly enforce any such rights or remedies, shall not constitute a waiver thereof nor give rise to any estoppel against Landlord nor excuse any of the parties hereto from their respective obligations hereunder. Any waiver of such right or remedy must be in writing and signed by the party to be bound and must expressly state that such right or remedy has been or thereby is waived.

(b) Authority. Guarantor represents and warrants to Landlord that: (i) the execution and delivery of this Guaranty constitutes Guarantor's valid and legally binding agreement in accordance with its terms.

(c) Acknowledgment. Guarantor hereby acknowledges and agrees that the Lease to Tenant is a direct material benefit to Guarantor, and that Landlord would not enter into the Lease without the benefit of this Guaranty.

(d) Successors and Assigns. This Guaranty shall be legally binding upon Guarantor and its successors and assigns (but in the event of an assignment, Guarantor shall not be relieved of its obligations hereunder) and shall inure to the benefit of Landlord and its successors and assigns. Guarantor hereby waives any acceptance of this Guaranty by Landlord and this Guaranty shall immediately be binding upon Guarantor.

(e) Governing Law. This Guaranty shall be governed by the laws of the State of Colorado without regard to conflicts of laws principles thereof.

(f) Invalidity. The invalidity or unenforceability of any term herein shall not affect the validity or enforceability of any other term.

(g) Waiver of Jury Trial. TO THE EXTENT ALLOWED BY APPLICABLE LAW, GUARANTOR AND LANDLORD HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER OF THEM OR THEIR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT TO LANDLORD'S ACCEPTING THIS GUARANTY.

(h) Terms. All capitalized terms used but not defined herein shall have the meaning designated to them in the Lease unless otherwise set forth herein.

(i) Survival. This Agreement shall be deemed to be continuing in nature and shall remain in full force and effect and shall survive the exercise of any remedy by Landlord under the Lease.

(j) No Subrogation; No Recourse Against Landlord. Notwithstanding the satisfaction by Guarantor of any liability hereunder, Guarantor's rights of subrogation, contribution, reimbursement or indemnity, if any, or any right of recourse to or with respect to the assets or property of Tenant, shall be subject and subordinate to the rights of Landlord. Guarantor expressly agrees not to exercise any and all rights of subrogation against Landlord.

(k) Amendment; Severability. Any amendments or modifications to this Guaranty, in order to be effective, shall be in writing and executed by Landlord and Guarantor. A determination that any provision of this Guaranty is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Guaranty to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

(l) Notice. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of the same in person to the intended addressee, or certified mail or by depositing the same with Federal Express or another reputable private courier service for next business day delivery to the intended addressee at its address set forth in the last section of this Agreement or at such other address as may be designated by such party as herein provided. All notices, demands and requests shall be effective upon such personal delivery, or one (1) business



day after being deposited with the private courier service, or two (2) business days after being deposited in the United States mail as required above. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as herein required shall be deemed to be receipt of notice, demand, or request sent. By giving to the other party hereto at least seven (7) days' prior written notice thereof in accordance with the provisions hereof, each party shall have the right from time to time to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America. The following addresses shall be used for notice purposes:

(m) Successive Actions. Separate and successive actions may be brought hereunder to enforce any of the provisions hereof at any time and from time to time. No action hereunder shall preclude any subsequent action, and Guarantor, hereby waives any covenants to the maximum extent permitted by law not to assert any defense in the nature of splitting of causes of action or merger of judgments.

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EXECUTED BY GUARANTOR.



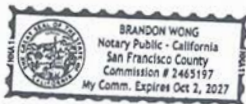
Michael De Runtz

(SEAL)

~~COLORADO~~ <sup>to California</sup>  
STATE OF


COUNTY OF San Francisco

The foregoing instrument was acknowledged before me this 19 day of 2, 2024,  
by Michael De Runtz.



Witness my hand and official seal.

My commission expires: 10/2/27



Notary Public