



## CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
City Clerk	Erin Kelley - City Clerk	February 1, 2022

### **ITEM**

New Hotel and Restaurant Liquor License for The Velveteen dba The Velveteen at 115 G Street.

### **BACKGROUND**

A new Colorado Hotel and Restaurant Liquor License application was filed with the City Clerk on November 30, 2021. The Notice of Public Hearing was published on November 3, 2021 and January 21, 2022 in the Mountain Mail and the premises was posted on January 18, 2022.

All proper fees have been remitted to the City and State of Colorado. Individual history records and the Colorado Bureau of Investigation background checks have been reviewed by staff with no issues.

### **STAFF RECOMMENDATION**

Staff recommends that the Liquor Licensing Authority approve a new Hotel and Restaurant Liquor License for The Velveteen dba The Velveteen, conditional upon inspection by both the police and fire departments upon receipt of a Certificate of Occupancy for the structure.

### **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 Shelly Kelley and Ashli Campbell, The Velveteen dba The Velveteen, conditional upon an inspection of the premises by police and fire personnel upon receipt of Certificate of Occupancy for the structure” followed by a second and roll call vote.

<input type="checkbox"/> New License <input checked="" type="checkbox"/> New-Concurrent <input type="checkbox"/> Transfer of Ownership <input type="checkbox"/> State Property Only <input type="checkbox"/> 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 and Beer Code: <a href="http://www.colorado.gov/enforcement/liquor">www.colorado.gov/enforcement/liquor</a>			
1. Applicant is applying as a/an <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other <input type="checkbox"/> Corporation <input type="checkbox"/> 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 THE VELVETEEN			FEIN Number [REDACTED]
2a. Trade Name of Establishment (DBA) THE VELVETEEN		State Sales Tax Number [REDACTED]	Business Telephone 630-346-5152
3. Address of Premises (specify exact location of premises, include suite/unit numbers) 115 G STREET			
City SALIDA		County CHAFFEE	State CO ZIP Code 81201
4. Mailing Address (Number and Street) 115 G STREET		City or Town SALIDA	State CO ZIP Code 81201
5. Email Address THEVELVETEENSALIDA@GMAIL.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			
<b>Section A                      Nonrefundable Application Fees*</b>		<b>Section B (Cont.)                      Liquor License Fees*</b>	
<input type="checkbox"/> Application Fee for New License ..... \$1,550.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review ..... \$1,650.00 <input type="checkbox"/> Application Fee for Transfer ..... \$1,550.00		<input type="checkbox"/> Liquor-Licensed Drugstore (County) ..... \$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City) ..... \$500.00 <input type="checkbox"/> Lodging & Entertainment - L&E (County) ..... \$500.00	
<b>Section B                      Liquor License Fees*</b>		<input checked="" type="checkbox"/> Manager Registration - H & R ..... \$75.00	
<input type="checkbox"/> Add Optional Premises to H & R ..... \$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____ <input type="checkbox"/> Add Sidewalk Service Area ..... \$75.00 <input type="checkbox"/> Arts License (City) ..... \$308.75 <input type="checkbox"/> Arts License (County) ..... \$308.75 <input type="checkbox"/> Beer and Wine License (City) ..... \$351.25 <input type="checkbox"/> Beer and Wine License (County) ..... \$436.25 <input type="checkbox"/> Brew Pub License (City) ..... \$750.00 <input type="checkbox"/> Brew Pub License (County) ..... \$750.00 <input type="checkbox"/> Campus Liquor Complex (City) ..... \$500.00 <input type="checkbox"/> Campus Liquor Complex (County) ..... \$500.00 <input type="checkbox"/> Campus Liquor Complex (State) ..... \$500.00 <input type="checkbox"/> Club License (City) ..... \$308.75 <input type="checkbox"/> Club License (County) ..... \$308.75 <input type="checkbox"/> Distillery Pub License (City) ..... \$750.00 <input type="checkbox"/> Distillery Pub License (County) ..... \$750.00 <input checked="" type="checkbox"/> Hotel and Restaurant License (City) ..... \$500.00 <input type="checkbox"/> Hotel and Restaurant License (County) ..... \$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) ..... \$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County) ..... \$600.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City) ..... \$227.50		<input type="checkbox"/> Manager Registration - Tavern ..... \$75.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment ..... \$75.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex ..... \$75.00 <input type="checkbox"/> Optional Premises License (City) ..... \$500.00 <input type="checkbox"/> Optional Premises License (County) ..... \$500.00 <input type="checkbox"/> Racetrack License (City) ..... \$500.00 <input type="checkbox"/> Racetrack License (County) ..... \$500.00 <input type="checkbox"/> Resort Complex License (City) ..... \$500.00 <input type="checkbox"/> Resort Complex License (County) ..... \$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City) ..... \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County) ..... \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State) ..... \$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City) ..... \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County) ..... \$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City) ..... \$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County) ..... \$312.50 <input type="checkbox"/> Retail Liquor Store (City) ..... \$227.50 <input type="checkbox"/> Retail Liquor Store (County) ..... \$312.50 <input type="checkbox"/> Tavern License (City) ..... \$500.00 <input type="checkbox"/> Tavern License (County) ..... \$500.00 <input type="checkbox"/> Vintners Restaurant License (City) ..... \$750.00 <input type="checkbox"/> Vintners Restaurant License (County) ..... \$750.00	
* Note that the Division will not accept cash			
Questions? Visit: <a href="http://www.colorado.gov/enforcement/liquor">www.colorado.gov/enforcement/liquor</a> 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: [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/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 checked="" 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 checked="" 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 8 1/2" 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 type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input checked="" type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input 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 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. <b>Do not complete fingerprint cards prior to submitting your application.</b> The Vendors are as follows: <b>IdentoGO</b> – <a href="https://uenroll.identogo.com/">https://uenroll.identogo.com/</a> Phone: 844-539-5539 (toll-free) <b>IdentoGO FAQs:</b> <a href="https://www.colorado.gov/pacific/cbi/identification-faqs">https://www.colorado.gov/pacific/cbi/identification-faqs</a> <b>Colorado Fingerprinting</b> – <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 <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 type="checkbox"/> A. Form DR 4679 <input 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 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. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required



Name	Type of License	Account Number															
<p>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? <span style="float: right;">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></span></p>																	
<p>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):</p> <p style="margin-left: 20px;">a. Been denied an alcohol beverage license? <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p> <p style="margin-left: 20px;">b. Had an alcohol beverage license suspended or revoked? <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p> <p style="margin-left: 20px;">c. Had interest in another entity that had an alcohol beverage license suspended or revoked? <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p> <p>If you answered yes to 8a, b or c, explain in detail on a separate sheet.</p>																	
<p>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. <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p>																	
<p>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? <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p> <p style="text-align: right;">or</p> <p style="text-align: right;">Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/></p> <p style="text-align: right;">Other: _____</p>																	
<p>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 (&gt;) 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. <span style="float: right;"><input type="checkbox"/> <input type="checkbox"/></span></p>																	
<p>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 (&lt;) 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. <span style="float: right;"><input type="checkbox"/> <input type="checkbox"/></span></p>																	
<p>13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? <span style="float: right;"><input type="checkbox"/> <input type="checkbox"/></span></p>																	
<p>13 b. Are you a Colorado resident? <span style="float: right;"><input checked="" type="checkbox"/> <input type="checkbox"/></span></p>																	
<p>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. <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p>																	
<p>15. Does the applicant, as listed on line 2 of this application, <b>have legal possession of the premises by ownership</b>, lease or other arrangement? <span style="float: right;"><input checked="" type="checkbox"/> <input type="checkbox"/></span></p> <p style="margin-left: 20px;"><input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____</p> <p style="margin-left: 20px;">a. If leased, list name of landlord and tenant, and date of expiration, <b>exactly</b> as they appear on the lease:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-left: 20px;"> <tr> <td style="width: 40%;">Landlord</td> <td style="width: 40%;">Tenant</td> <td style="width: 20%;">Expires</td> </tr> <tr> <td>SHERMAN HOTEL, LLC</td> <td>ASHLI CAMPBELL</td> <td>9/30/22</td> </tr> </table>			Landlord	Tenant	Expires	SHERMAN HOTEL, LLC	ASHLI CAMPBELL	9/30/22									
Landlord	Tenant	Expires															
SHERMAN HOTEL, LLC	ASHLI CAMPBELL	9/30/22															
<p>b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p>																	
<p>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".</p>																	
<p>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.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Last Name</td> <td style="width: 25%;">First Name</td> <td style="width: 15%;">Date of Birth</td> <td style="width: 20%;">FEIN or SSN</td> <td style="width: 15%;">Interest/Percentage</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>			Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage										
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage													
<p><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></p>																	
<p>17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:</p> <p style="margin-left: 20px;">Has a local ordinance or resolution authorizing optional premises been adopted? <span style="float: right;"><input type="checkbox"/> <input type="checkbox"/></span></p> <p style="text-align: right;">Number of additional Optional Premise areas requested. (See license fee chart) <input type="text"/></p>																	
<p>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.</p>																	
<p>19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:</p> <p style="margin-left: 20px;">a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? <span style="float: right;"><input type="checkbox"/> <input type="checkbox"/></span></p> <p style="margin-left: 20px;">If "yes" a copy of license must be attached.</p>																	



Name	Type of License	Account Number		
<b>20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation</b>				
		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"/> <input type="checkbox"/>		
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"/> <input type="checkbox"/>		
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"/> <input type="checkbox"/>		
<b>21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:</b>				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		<input type="checkbox"/> <input type="checkbox"/>		
<b>22. Campus Liquor Complex applicants answer the following:</b>				
a. Is the applicant an institution of higher education?		<input type="checkbox"/> <input type="checkbox"/>		
b. Is the applicant a person who contracts with the institution of higher education to provide food services?		<input type="checkbox"/> <input type="checkbox"/>		
If "yes" please provide a copy of the contract with the institution of higher education to provide food services.				
<b>23. For all on-premises applicants.</b>				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record				
- DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application				
- DR 8000 and fingerprints.				
Last Name of Manager		First Name of Manager		
<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 type="checkbox"/>		
<b>25. Related Facility - Campus Liquor Complex applicants answer the following:</b>		<input type="checkbox"/> <input checked="" type="checkbox"/>		
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		
<b>26. Tax Information.</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?		<input type="checkbox"/> <input type="checkbox"/>		
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"/> <input type="checkbox"/>		
<b>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.</b>				
Name	Home Address, City & State	DOB	Position	% Owned
Ashli Campbell			OWNER	50
Name	Home Address, City & State	DOB	Position	% Owned
Shelly Kelley			OWNER	50
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned
<b>** If applicant is owned 100% by a parent company, please list the designated principal officer on above.</b> <b>** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)</b> <b>** If total ownership percentage disclosed here does not total 100%, applicant must check this box:</b> <input 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.				

Name <i>Velvetreen</i>		Type of License <i>H &amp; R</i>	Account Number	
<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 		Printed Name and Title Shelly Kelley/OWNER 50%		Date 11/22/21
<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)		
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:				
<input checked="" type="checkbox"/> Fingerprinted <input checked="" 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 > 10,000?				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 < 10,000?				<input type="checkbox"/> <input type="checkbox"/>
<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"/> 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?				<input type="checkbox"/> <input type="checkbox"/>
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>				
Local Licensing Authority for		Telephone Number		<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title	Date	
Signature	Print	Title	Date	



HEART OF THE ROCKIES

12/1/21

Liquor Enforcement Division  
PO Box 17087  
Denver, Colorado 80217

LED:

Enclosed please find a completed application for a new Restaurant and Hotel CITY License for The Velveten dba The Velveten with a check payable to the Colorado Department of Revenue for all applicable fees. They have applied for a concurrent review.

Please let me know if you have any questions.

Respectfully Submitted,

Erin Kelley  
City Clerk  
City of Salida  
clerk@cityofsalida.com  
719.530.2630





448 East 1<sup>st</sup> Street, Suite 112  
SALIDA, CO 81201

PHONE 719-539-4555  
FAX 719-539-5271

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

Pursuant to the Liquor Laws of the State of Colorado, The Velveteen dba The Velveteen, 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 115 G Street, Salida, Colorado 81201.

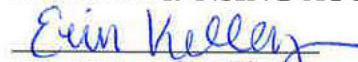
A hearing on the application received November 30, 2021 will be held before the Local Licensing Authority of the City of Salida, Colorado at the hour of 6:00 p.m., or as soon thereafter as may be heard, on Tuesday, February 1, 2022, remotely through the GoToWebinar application via the following direct 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.

Additionally, depending on which "Tier" of its COVID-19 Action Plan the City of Salida is in on February 1, 2022, based upon Public Health Department guidance, the hearing may also take place in the City Council Chambers, 448 East 1<sup>st</sup> Street, Salida, Colorado.

LOCAL LICENSING AUTHORITY

  
Erin Kelley, City Clerk

Premises Posted by: January 21, 2022  
Publish in Mountain Mail: January 21, 2022

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

Pursuant to the Liquor Laws of the State of Colorado, The Velveteen dba The Velveteen, 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 115 G Street, Salida, Colorado 81201.

A hearing on the application received November 30, 2021 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, February 1, 2022, 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.

Additionally, depending on which "Tier" of its COVID-19 Action Plan the City of Salida is in on February 1, 2022, based upon Public Health Department guidance, the hearing may also take place in the City Council Chambers, 448 East 1st Street, Salida, Colorado.

**LOCAL LICENSING AUTHORITY**

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Erin Kelley, City Clerk

Premises Posted by: January 21, 2022

Published in The Mountain Mail January 21, 2022



# NOTICE

PURSUANT TO THE LIQUOR LAWS  
OF COLORADO

The Velvetten dba The Velvetten  
115 G Street  
Salida, CO 81201

HAS REQUESTED THE LICENSING  
OFFICIALS OF City of Salida  
TO Approve a new Hotel & Restaurant Liquor License  
LICENSE AT: 115 G Street

7448 E 1st Street Room 190, Council Chambers  
**HEARING ON APPLICATION TO BE HELD AT:**  
atHundee.getonvchinas.com/register/6382995264411204366

TIME AND DATE: 2/11/22 6:00 pm  
DATE OF APPLICATION: 11/30, 2022  
BY ORDER OF: City of Salida

**OFFICERS:**  
Shelly Kelley  
Ashli Campbell

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

"Liquor and Beer License Hearing Sign"

16A103 BUSINESS INK



Instructions: Please print this document for your records.

# **MyBizColorado**

## **COLORADO DEPT OF REVENUE**

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Thank you for registering with the Colorado Department of Revenue!  
Your electronic application has been received.  
You will receive your Sales Tax License and/or Wage Withholding information in the mail in the next 10 business days.

You may use this receipt as a temporary Sales Tax License in the interim.

### **Filing Information**

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Your filing information is as follows

**Date:** 11/3/21

**Name:** The Velveteen LLC

**Address:** 115 G Street\n\nSalida, Colorado 81201

**Sales Tax Account Number:** [REDACTED]

**Sales Tax Filing Frequency:** Quarterly (Under \$300 in taxes/mo)

**Wage Withholding Account Number:** [REDACTED]

**Wage Withholding Filing Frequency:** Quarterly (\$1 to \$6,999/year)

### **Websites**

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**State of Colorado:** [www.colorado.gov](http://www.colorado.gov)

**Colorado Department of Revenue:** [www.colorado.gov/revenue](http://www.colorado.gov/revenue)

**Colorado Department of Revenue Online Customer Support Site:**

[revenuestateco.custhelp.com](http://revenuestateco.custhelp.com)

**File and pay your sales tax online:** [www.colorado.gov/RevenueOnline](http://www.colorado.gov/RevenueOnline)

**Register to pay by EFT:** [www.colorado.gov/revenue/eft](http://www.colorado.gov/revenue/eft)

Please wait 2-3 business days while we validate your registration before attempting to access your account in Revenue Online. You will receive your license(s) in the mail within 10 business days. If you do not already have access to Revenue Online, you may use information from that letter to sign-up.

# Articles of Incorporation

## The Velveteen LLC

Created: 11/03/2021

Completed:  
11/03/2021

### Trade Name



**MyBizColorado**  
Start your new business

### Filing Review



Colorado by asking a few questions. / Have you already filed your trade name or business with the Colorado Secretary of State?

YES

### Employees

Does your company have employees, or will you have employees in the next 90 days?

YES

### Goods or Services

Do you sell and/or rent things, or do you only provide non-taxable services?

I sell or rent taxable things in Colorado

Do you have an existing  
Sales Tax Account  
associated with your  
Business Tax ID? NO

### **Business Name on Record**

Please enter the name of  
the business on record with  
the Secretary of State or its  
ID Number. The Velveteen LLC

### **LLC Filing**

How does your LLC file  
taxes? / Entity Type Corporation

### **Do you have an FEIN?**

Do you have an FEIN?  
Please click the "What's  
This?" link to learn more. YES

### **Enter FEIN**

Please enter your FEIN /  
FEIN \*\*\*\*\*

### **Mailing Address**

Mailing Address / Enter the  
mailing address for your  
business 115 G St Sherman  
Hotel  
Salida, Colorado  
81201-2016  
USA

Phone Number 6303465152



### **Physical Colorado location**

Do you have a physical location in the state of Colorado for selling or renting of your products?	YES
---	-----

### **Unemployment Account**

Do you already have an unemployment account for your business?	NO
--	----

### **Withholding**

Do you withhold for any of the following? / I will file wage withholding on W-2 employees	YES
---	-----

I will file wage withholding on 1099 employees	NO
--	----

I will file withholding on oil/gas income	NO
---	----

### **Withholding Account**

Do you have an existing Wage Withholding Account associated with your Business Tax ID (FEIN)?	NO
---	----

### **Sales Tax Number**

Please provide information for every owner or partner / Owner/Partner details

First Name	Shelly
Last Name	Kelley
Title	Partner
SSN or FEIN	****
Mailing Address	1103 G St Salida, CO 81201- 2317 USA
Phone Number	6303465152

First Name	Ashli
Last Name	Campbell
Title	Partner/Manager
SSN or FEIN	****
Mailing Address	626 Dodge St Salida, CO 81201- 3304 USA
Phone Number	7194802523

### **1099-MISC determination**

Has the business issued or does it intend to issue IRS Form 1099-MISC to any individual?	NO
--	----

### **Unemployment Insurance Eligibility**

Is your business considered agricultural?	NO
Is your business a non-profit?	NO
Is your business a part of government?	NO
Is your business considered household domestic?	NO

### **First Date of Payroll**

Earlier you answered YES. I will have employees in the next 90 days. What was (or will be) the first date of payroll in Colorado for your employee(s)? / First payroll date	2021-12-01
---	------------

### **Non-wage payments**

Has this business compensated, or do you intend to compensate, any Owners, Partners or Officers for services in Colorado? Including any of the following: Wages, Dividends, Bonuses, Draws and/or Disbursements.	YES
--	-----

### **Enter Owner/Partner details**



## Physical Address

Physical Place of Business -

Must be a valid Colorado address. After you have entered your business address please select "Verify Address" to make sure the business location can be validated. This will avoid delaying the process. Select the "What's This?" link for more information / Principal Address

115 G Street  
Salida, Colorado  
81201

County

Chaffee

Contact Name

Shelly Kelley

Phone Number

6303465152

E-mail Address

TheVelveteenSalida@gmail.com

Average Number of  
Employees at Location  
(Please enter whole  
numbers only)

2

## Do you have worksites?

Do you have additional  
worksites in Colorado?

No

## Special Situations

Is your business considered  
to be in one of the following  
situations? / Is your  
business religious?

NO

If you are a Marketplace Facilitator, do you also sell products?	NO
Do you sell Alcohol?	NO
Do you sell Tobacco?	NO
Is business in a Special Taxing district?	NO
Do you Rent Vehicles < 30 days?	NO
Do you provide Lodging Service < 30 days?	NO
Do you sell Prepaid Wireless?	NO
Do you sell Medical Marijuana?	NO
Do you sell Adult Usage (Recreational) Marijuana	NO

### **Products and Services Details**

List specific products you sell and/or services you provide	Food and Drinks
---	-----------------

### **Sales Activity**

Please select which option best describes your sales activity. / Sales Activity	Retail - Sales
---	----------------

### **Filing Frequency**

## **Revenue Generation Description**

Describe in detail the primary business activity, product, and/or services of your Colorado operation. For example, if you provide consulting or project management services, tell us about the industry or industries of your clients. If your business provides more than one activity, product, or service to customers, tell us which is dominant based on receipts/sales and/or revenue.

Catering

## **Products and Services Selection**

Please answer the following questions related to your business and the sale of specific products. If you have any questions, just click the "What's This?" Link associated with each topic for additional information / Do you sell EXCLUSIVELY through a Marketplace Facilitator?

NO

Are you a Marketplace Facilitator?

NO

Has the owner, partner, or corporate officer of this business entity owned or operated any business in Colorado or does the owner, partner, or corporate officer currently own or operate any other business in Colorado?

YES

### **Other business ownership details**

#### **Other Business Details**

Legal Business Name      Bunny and Clydes

Unemployment Insurance  
Account Number



Business FEIN



### **W-2 Employee Filing Frequency**

How frequently will you file for W-2 employees?      Quarterly (\$1 to \$6,999/year)

### **Company Category**

What Category below best fits your company's day to day activity?      Accommodation and Food Services

### **Primary Activity**

Please choose the selection below that best fits your company's day to day activity. / Primary Activity

Caterers



Have you paid, or do you intend to pay, one or more workers a total of \$1,500 in gross wages during any quarter in the current or preceding calendar year?



**Portion of calendar weeks**

Have you employed, or do you intend to employ, one or more workers for some portion of a day in 20 different calendar weeks during the current or preceding calendar year (all 20 calendar weeks must occur within the same calendar year)?

NO

**Partial employment date**

When was, or will be, your employee's first day of work? This date may be 1 year prior to today's date and up to 90 days in the future. / Enter Date

2021-12-01

**Other business ownership determination**

Filing Frequency / How  
frequently will you file if  
sales tax is collected?

Quarterly (Under  
\$300 in taxes/mo)

**First planned day of sales**

What is your planned first  
day of sales? This date may  
be 1 year prior to today's  
date and up to 90 days in  
the future. / First Day of  
Sales

2021-12-01

**Months of Operation**

Months of Operation / Is  
your business seasonal?

NO

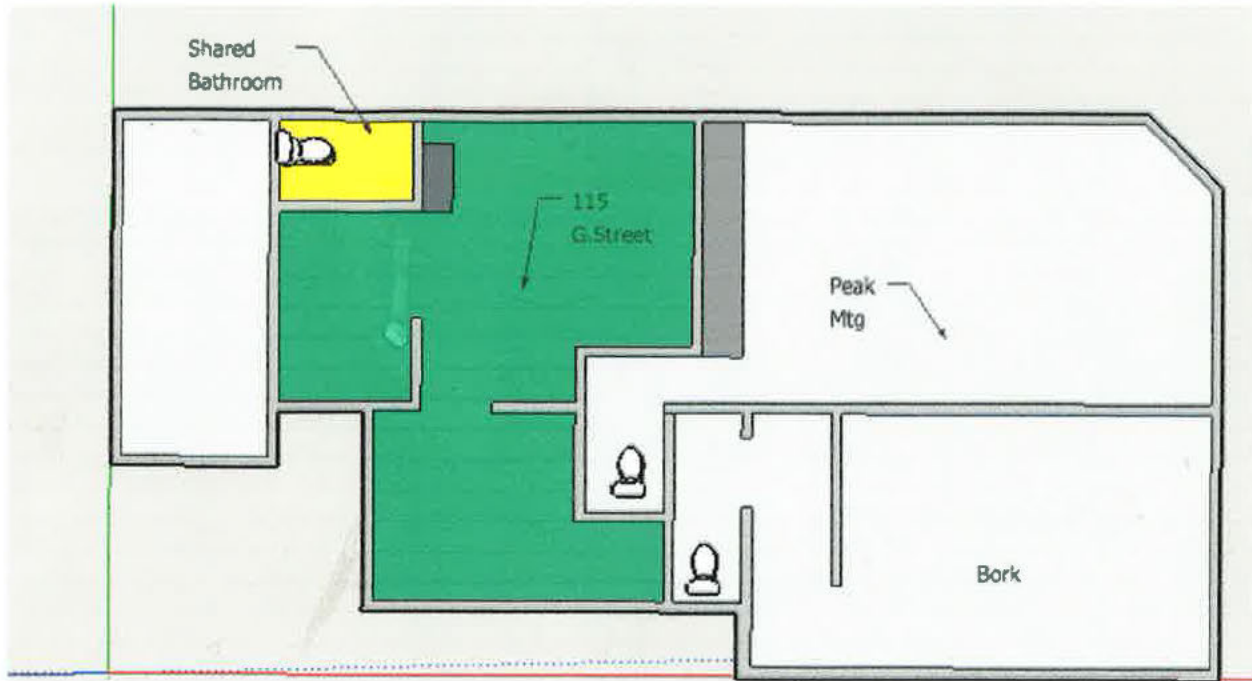
**Perjury Statement**

YES, I AGREE

Share Feedback?

## Commercial Lease Agreement

This Commercial Lease Agreement (the "**Lease**") is entered into and made effective as of **1-OCTOBER-2021 TO 30-SEPTEMBER-2022** (the "Effective Date"), by and between The Sherman Hotel, LLC, a Colorado limited liability company (the "**Landlord**"), and **Ashli Campbell** (the "**Tenant**"), who shall be referred to herein singularly as a "**Party**", and collectively as the "**Parties**."



### Recitals

**Whereas**, Landlord is the owner of that certain commercial real property commonly known as the *The Sherman Hotel*, 123 G Street, Salida, CO 81201 (the "**Property**").

**Whereas**, Landlord desires to make a portion of the Property, of the Property addressed as **115 G Street**, available for Lease for commercial purposes to Tenant (the "**Leased Premises**"). **Note: Bathroom on premise is shared between yoga studio next door to 115 G st**

**Whereas**, Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental, and upon the covenants, conditions and provisions herein set forth.

**Now therefore**, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## **Lease Terms and Conditions**

### **1. Term of Lease**

**1.1. Initial Term.** Landlord hereby leases the Leased Premises to Tenant. Landlords shall give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlords are unable to timely provide the Leased Premises, rent shall abate for the period of delay.

**1.2. Renewal Terms.** Tenant shall have the unilateral option to renew the Lease, at Tenant's discretion, following the expiration of the Initial Term for an additional one-year term (the "Renewal Term"). Tenant shall exercise any option to renew, if at all, by giving written notice to Landlord of Tenant's election to renew on or before 01-SEP-2021.

### **2. Rental and Security Deposit**

**2.1. Rental Rate for Initial Term.** Tenant shall pay to Landlord [REDACTED] All rental charges inclusive of all utilities and internet. Tenant shall make monthly rental payments by or before the first day of each month, and be delivered to Landlord through quickbooks invoicing.

The rental payment amount for any partial calendar months, if any, included in the lease term shall be prorated on a daily basis. If Landlord does not receive Tenant's monthly payment by the first day of each month, the parties agree that a 10% late fee shall be added to the monthly rental amount due.

**2.2 Rental Rate for the Renewal Term.** The parties agree that they shall negotiate in good faith to determine a fair market rate Rental Rate for the Renewal Term. In the event that the parties do not reach an agreement on the Rental Rate for the Renewal Term, the Lease shall terminate at the expiration of the Initial Term.

**2.3 Security Deposit.** Landlord acknowledges that it is in possession of a security deposit from Tenant, in the amount of [REDACTED]. The parties agree that this amount shall serve as the security deposit for this Lease Agreement.

**3. Sublease and Assignment.** Tenant is able to lease any portion of the Leased Premises with prior written approval from the Landlord. Tenant agrees that any sublease agreed to between Tenant and a sub-lessee shall conform to all the terms and conditions contained in this Lease.

### **4. Repairs and Maintenance**

**4.1 Landlord's Repair and Maintenance Obligations.** Unless damage is caused by the negligent conduct of the Tenant, its invitees, sub-lessees, or guests, Landlord's obligations for repairs and maintenance to the Leased Premises shall include:

- the roof, outside walls, and other structural parts of the building
- entrances and sidewalks, including snow and ice the sewer, water pipes, and other



**4.2 Tenant's Repair and Maintenance Obligations.** The Tenant shall be responsible for regular cleaning and maintenance on the interior of the Leased Premises, including stocking and cleaning of bathrooms and kitchen. Tenant and Landlord acknowledge that Tenant paid to have the Leased Premises professionally cleaned prior to occupancy, and, as such, will not be obligated to have the space professionally cleaned following the termination or expiration of the Lease.

## **5. Alterations, Improvements and Trade Fixtures**

**5.1 Alterations and Improvements.** Tenant shall make no alterations or improvements to the Leased Premises without written approval of the Landlord.

**5.2 Trade Fixtures.** Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, trade fixtures and temporary installations, exclusive of the alterations and improvements agreed to in Paragraph 5.1 above, shall remain Tenant's property free and clear of any claim by Landlords. Tenant shall have the right to remove the same at any time during the term of this Lease provided that Tenant shall repair all damage to the Leased Premises caused by such removal at Tenant's expense.

**5.3 Landlord's Trade Fixtures and Furniture.** The parties recognize and agree that certain personal furniture owned by Landlord remains on the Lease Premises. While Tenant may use this personal property during any Term of this Lease, such property shall remain the sole property of Landlord and Tenant shall be responsible for its repair and maintenance during Tenant's occupancy.

## **6. Property Taxes**

Landlords shall pay all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlords' personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

## **7. Insurance**

**7.1 Landlord's Duty to Insure for Damage.** Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

**7.2 Tenant's Duty to Insure for Liability.** Tenant shall maintain a policy or policies of

Premises, or, in the alternative, hereby agrees to indemnify, defend, and hold Landlord harmless for any injuries or claims made as a result of Tenant's use of the Leased Premises.

#### **8. Utilities**

Landlord shall pay the following utilities: water, sewer, electric, (this contract includes Internet services) and gas service. Tenant shall be responsible for telephone service for the Leased Premises.

#### **9. Signs**

Following Landlord's consent, Tenant shall have the right, at its own cost, to place a sign on the Property in landlord approved location, provided that such a sign is permitted under Landlord's comprehensive sign plan with the City of Salida, and is permitted by other applicable zoning ordinances and other restrictions. Any signage placed on the Property shall remain the property of Tenant.

#### **10. Entry and Inspection**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided that Landlords shall not thereby unreasonably interfere with Tenant's business on the Leased Premises. In non-emergency situations, Landlords shall provide Tenant with 24 hours notice before exercising any right to enter. However, should an emergency arise that threatens to damage the Leased Premises or cause harm to the Tenant or Tenant's business, Landlords shall have the right to enter the Leased Premises immediately.

#### **11. Parking**

Landlord provides no parking rights to Tenant under this Lease.

#### **12. Damage and Destruction**

Subject to Section 7 above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payment, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's

### **13. Default**

If Tenant defaults in the payment of rent when due to Landlord as herein provided, and if said default shall continue for five (5) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for fifteen (15) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

### **14. Quiet Possession**

Landlord covenants and warrants that upon performance by Tenant of its obligations under this Lease, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

### **15. Condemnation**

If any legally constituted authority condemns the Property, Leased Premises, the building, or any part thereof which makes the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

### **16. Subordination**

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof. Should Landlord sell the Property, the parties hereby agree that the terms and conditions of this Lease shall carry forward, and be binding upon, the next owner.

### **17. Notice**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:  
THE SHERMAN HOTEL, LLC  
Attn: Greg or Cate Kenny

If to Tenant to:

Ashli Campbell

Address: 626 Dodge st

City/State/Zip: Salida co 81201

PH: 719-480-2523

Landlords and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party.

**18. Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

**19. Successors and Assigns.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective heirs, successors, assigns, and legal representatives.

**20. Compliance with Law**

Tenant shall comply with all state and local laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises.

**26. Entire Agreement**

This Lease is the entire agreement between the parties relating to the subject hereto and terminates and supersedes any and all prior understandings or agreements on the subject matter hereof. This Lease may be modified only by a further writing that is duly executed by both parties.

**26. Governing Law, Venue and Jury Trial Waiver**

This Lease shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado, with venue for any dispute hereunder residing solely in the State Courts located in Chaffee County, Colorado.

EACH PARTY HEREBY WAIVES ITS RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY SUIT, CLAIM, CAUSE OF ACTION OR OTHER ACTION TO ENFORCE ANY TERM OR CONDITION OF THIS LEASE OR OTHERWISE ARISING OUT OF OR RELATED TO THIS LEASE AND AGREES TO A BENCH TRIAL ONLY.

**28. Facsimile/E-mail Signatures.** The Parties agree that, with respect to this Lease and all documents referenced herein, the delivery of signatures by facsimile, electronic signature, or e-mail shall be deemed the same as delivery of original signatures.

**29. Warranty of Authorities.** The Parties to this Lease, and each of them, expressly warrant and represent to the other parties that it has the full right, title and authority to enter into this Lease as provided herein and that no approvals or consents of any other persons, entities or agencies are necessary to effect the same.

**30. Attorneys' Fees.** In the event any litigation or other proceeding is brought for the interpretation or enforcement of this Lease or because of an alleged dispute, default, misrepresentation, or breach in connection with any of the provisions of this Lease, the successful or prevailing party shall be entitled to recover reasonable attorney's fees, costs and expenses actually incurred in initiating or responding to such proceeding, in addition to any other relief to which such party may be entitled.

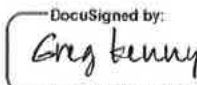
**31. Severability.** Any provision of this Lease that is found to be illegal, invalid, prohibited, or unenforceable by a Court of competent jurisdiction does not preclude the validity of any other provision.

**32. Parties Have Read Lease. THIS LEASE HAS IMPORTANT LEGAL CONSEQUENCES. THE PARTIES STATE THEY HAVE READ AND THOROUGHLY UNDERSTAND THE PROVISIONS OF THIS LEASE, THEY HAVE HAD THE OPPORTUNITY TO DISCUSS IT WITH COUNSEL, AND THEY ARE EXECUTING IT OF THEIR OWN FREE WILL.**

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

**LANDLORD:**

The Sherman Hotel, LLC, a Colorado limited liability company,

By:    
 DocuSigned by:   
 6646E93F9A2480

Date: 10/27/2021

GREG KENNY, Owner  
EMAIL:greg@theshermansalida.com

**TENANT:**

Ashli Campbell

By:    
 DocuSigned by:

Date: 10/3/2021



Velveteen  
Space

← 29 Ft →

Back  
Door

Door →

Velveteen  
Space

Back  
Window

Triple  
Sink

Door

Bathroom

Front  
Door

← 16 Ft →