

ORDINANCE NO. 34

Series 2006

AN ORDINANCE RATIFYING AND APPROVING A LEASE WITH SADDLE ROCK SOCIETY, A COLORADO NON-PROFIT CORPORATION
(117 East Washington Avenue—The Tin Shop)

WHEREAS, Saddle Rock Society, a Colorado non-profit corporation, owns the real property located at 117 East Washington Avenue, Breckenridge, Colorado, which property is commonly known as the "Tin Shop"; and

WHEREAS, the Town desires to lease the Tin Shop property from SRS for use in connection with the Town's "Visiting Artist" program; and

WHEREAS, a proposed Lease for the Tin Shop property has been prepared by the Town Attorney and reviewed by the Town Council; and

WHEREAS, Section 15.4 of the Breckenridge Town Charter provides:

The council may lease, for such time as council shall determine, any real or personal property to or from any person, firm, corporation, public and private, governmental or otherwise.

and;

WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that any real estate lease entered into by the Town which exceeds one year in length must be approved by ordinance; and

WHEREAS, the Lease for the Tin Shop property has heretofore been executed by the Town Manager on behalf of the Town, and it necessary and appropriate for the Town Council to ratify the previous execution of the Lease by the Town Manager.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, COLORADO:

Section 1. The Lease for the property located at 117 East Washington Avenue, Breckenridge, Colorado, commonly known as the "Tin Shop", between the Town and Saddle Rock Society, a Colorado non-profit corporation (Exhibit "A" hereto), is approved; and the Town Manager's prior execution of such Lease for and on behalf of the Town of Breckenridge is hereby ratified, confirmed and approved.

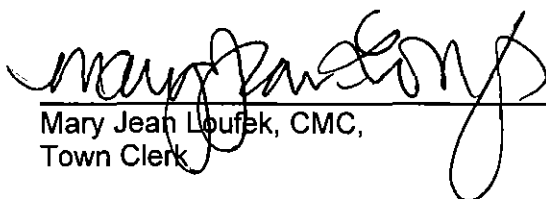
Section 2. The Town Council hereby finds, determines and declares that it has the power to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

Section 3. This ordinance shall be published and become effective as provided by Section 5.9 of the Breckenridge Town Charter.

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this 11th day of July, 2006. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 25th day of July, 2006, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

ATTEST:

TOWN OF BRECKENRIDGE


Mary Jean Loufek, CMC,
Town Clerk


Ernie Blake, Mayor

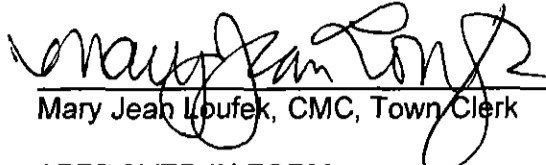
This Ordinance was published in full in the Summit County Journal, a newspaper of general circulation within the Town of Breckenridge on July 21, 2006.

The public hearing on this ordinance was held on July 25, 2006.

READ, ADOPTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY,
this 25th day of July, 2006. A copy of this Ordinance is available for inspection in the office of
the Town Clerk.

ATTEST:

TOWN OF BRECKENRIDGE



Mary Jean Loufek, CMC, Town Clerk



Ernie Blake, Mayor

APPROVED IN FORM



Town Attorney



Date

This ordinance was published by title only in the Summit County Journal, a newspaper of
general circulation within the Town of Breckenridge on August 4, 2006.

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TIN SHOP LEASE

THIS TIN SHOP LEASE ("Lease") is made and entered into effective the 1st day of July, 2006 between SADDLE ROCK SOCIETY, a Colorado non-profit corporation ("Landlord") and TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("Tenant").

RECITALS

Landlord and Tenant agree that the following statements are true and are a material part of this Lease:

A. Landlord is a non-profit corporation organized and existing under the laws of the State of Colorado. Landlord has been qualified as a tax-exempt charitable organization under section 501(c)(3) of the federal Internal Revenue Code.

B. Landlord owns the following described real property situate in the Town of Breckenridge, County of Summit and State of Colorado:

Lots 17 and 18, Stiles Addition to the Town of Breckenridge; also known as 117 East Washington Avenue, Breckenridge, Colorado 80424

("Leased Premises")

C. There is located on the Leased Premises an historic structure known as the "Tin Shop." The Tin Shop consists of an artist's studio and workshop on the ground level, and an efficiency apartment on the upper level.

D. Landlord has recently completed the restoration and preservation of the Tin Shop at significant expense.

E. Tenant has contributed the sum of \$86,867.00 to Landlord ("Tenant Contribution") as a partial reimbursement for the expenses Landlord incurred in the restoration and renovation of the Tin Shop. The Tenant Contribution was a donation to Landlord, and is considered by the parties to be an investment in the preservation of Historic Breckenridge. Because it is considered a donation, no portion of the Tenant Contribution shall ever be required to be repaid to the Tenant by Landlord.

F. The Tenant Contribution was only part of the costs of the restoration and preservation of the Tin Shop, and it is acknowledged that many other people, businesses and organizations made significant donations of materials and services to the project.

G. Landlord has agreed to lease the Leased Premises to Tenant for use in connection with the Tenant's "Visiting Artist" program, all as more fully set forth hereafter.

1
2 NOW, THEREFORE, Landlord hereby leases the Leased Premises to Tenant upon the following
3 terms and conditions:
4

5 1. Term. The term of this Lease shall be deemed to have commenced as of 12:01 A.M.,
6 local time, on July 1, 2006, and shall end, subject to earlier termination as hereafter provided, at
7 11:59 P.M., local time, on June 30, 2008. The parties may by mutual agreement agree to extend
8 the term of this Lease . However, nothing in this Lease shall obligate either the Landlord or the
9 Tenant to extend this Lease beyond June 30, 2008.
10

11 2. Rent. In recognition of the Tenant's Contribution to the restoration and preservation
12 of the Tin Shop as described above, the total rent to be paid by the Tenant for the full term of this
13 Lease shall be One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged
14 by Landlord.
15

16 3. Security Deposit. No security deposit shall be required from Tenant in connection
17 with this Lease.
18

19 4. Quiet Enjoyment. Landlord covenants that upon paying the rent and performing the
20 covenants herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the Leased
21 Premises for the agreed term.
22

23 5. Use Of Leased Premises; Compliance With Landlord's Rules and Applicable Laws.
24 The Leased Premises may be used by the Tenant only to operate the Tin Shop in accordance with
25 Paragraph 6, and for no other purpose without Landlord's prior written consent, which consent
26 may be withheld in Landlord's sole and absolute discretion. During the Lease term Tenant shall
27 comply with: (i) all reasonable rules and regulations which the Landlord may make for the
28 protection of the Leased Premises; and (ii) all laws, ordinances, regulations, rules, and orders of
29 appropriate governmental authorities either now in force or hereafter enacted pertaining to
30 police, fire, sanitation, occupancy, and preservation of the Leased Premises. During the term of
31 this Lease Tenant shall not maintain, commit or permit the maintenance or commission of any
32 nuisance on the Leased Premises.
33

34 6. Operation, Administration and Management of Tin Shop.
35

36 6.1 Operation, Administration and Management—Generally. During the term of this
37 Lease, the Tin Shop shall be operated and managed by the Tenant in accordance with the terms,
38 conditions and requirements of this Lease. Without limiting the generality of the preceding
39 sentence, the Tenant shall be responsible for, without limitation: (i) the overall oversight and
40 management of the Tin Shop; (ii) recruitment of artists to use and occupy the Tin Shop; (iii) the
41 management and enforcement of contracts with artists for the use and occupancy of the Tin
42 Shop; (iv) programming artist's studio programs and workshops at the Tin Shop; (v) and the
43 development and implementation of a public relations/marketing campaign to promote the Tin
44 Shop. The administration, operation and marketing of the Tin Shop shall be compatible with the

1 geographical area of the Town of Breckenridge commonly known as the "Arts District of
2 Breckenridge", as such area may develop from time to time throughout the term of this Lease
3 ("Arts District").
4

5 6.2 Operational Budget. Tenant shall pay all costs associated with the operation of the
6 Tin Shop throughout the term of this Lease.
7

8 6.2 Use of Tin Shop. The Tin Shop shall be operated as a studio and residence for
9 visiting artists. In order to achieve the greatest benefit, the parties agree that the terms under
10 which the visiting artists shall be permitted to use and occupy the Tin Shop, including, but not
11 limited to such things as: (i) the length of the lease/rental agreement for the Tin Shop; (ii) the
12 rent and/or fees to be charged to the artist for the use of the Tin Shop; (iii) the amount of the
13 security deposit to be paid by the artist (if any); (iv) the terms under which the artist will pay or
14 reimburse for the utilities used or consumed at the Tin Shop; (v) the details of the artist's public
15 workshops/classes (if any); and (vi) the hours of operation of the Tin Shop, are not to be
16 specified in this Lease but shall be decided by the Tenant. The parties agree that initially the
17 duration of an artist's residency in the Tin Shop will be a minimum of one (1) week up to a
18 maximum of four (4) months. It is understood and agreed that an artist may be offered
19 occupancy and use of the Tin Shop without the requirement that rent and/or fees be paid; that an
20 artist may or may not be asked to contribute a piece of art, to host receptions, offer workshops
21 and demonstrations and to maintain open hours where the Tin Shop is open to the public. The
22 intent of this paragraph is to allow for significant flexibility in recruiting and negotiating
23 contracts with visiting artists.
24

25 6.3 Revenue Generated From Tin Shop. The Tenant shall collect from the artist
26 whatever rent and/or fees and other charges are required by the applicable agreement with the
27 artist. All such revenue shall be used by the Tenant for the operation and administration of the
28 visiting artist program at the Tin Shop. Such funds need not be segregated from the Tenant's
29 other funds, but shall be separately accounted for by the Tenant.
30

31 6.4 Specific Terms of Use of Tin Shop By Artists. The specific terms and conditions
32 under which a visiting artist shall be permitted to use and occupy the Tin Shop shall be
33 determined by the Tenant. In selecting artists who will use and occupy the Tin Shop, the primary
34 goal shall always be to insure that the selected artists will complement the Arts District.
35

36 6.5 Other Use of Tin Shop. During the term of this Lease, the Tin Shop may be used by
37 the Tenant and Landlord for both public and private events, some of which may be fundraising
38 events. Such uses shall be mutually agreed upon the Tenant and Landlord. Any funds generated
39 by the Tenant from such events shall be used solely for the improvement, maintenance, upkeep,
40 repair, replacement and operation of the Leased Premises and the Tin Shop.
41

42 6.6 Marketing and Advertising of Tin Shop. The Tenant shall advertise and otherwise
43 publicize the Tin Shop through appropriate print and electronic media, such as newspapers,
44 posters, radio, Breckenridge Resort Chamber publications, and other print media. All marketing

1 materials developed by the Tenant for use in publicizing the Tin Shop shall be subject to
2 Landlord's review. The Tenant shall own the copyright and all other intellectual property rights
3 with respect to all of the graphic materials developed by the Tenant for use in publicizing the Tin
4 Shop. However, Landlord is granted a limited license to use such graphic materials for its own
5 non-profit use(s) throughout the term of this Lease. Landlord may not transfer its license for the
6 use of the Tenant's graphic materials to any third party without the prior, written consent of the
7 Tenant, which consent may be granted, withheld or conditionally approved in the Tenant's sole
8 and absolute discretion.
9

10 6.7 Signage, Furnishings and Landscaping. Tenant shall develop and install appropriate
11 signage for the Tin Shop that complies with the Tenant's Sign Code. Tenant may also install
12 appropriate furnishings, benches, flowers and other landscaping for the Tin Shop. Tenant shall
13 maintain all flowers and other landscaping installed at the Leased Premises.
14

15 7. Utilities. Tenant shall reimburse Landlord for the costs of all utility services required
16 at the Leased Premises, including, but not limited to, water, gas, electricity and telephone. Such
17 reimbursement shall be made within twenty (20) days of Landlord's submission of an invoice
18 requesting reimbursement. Landlord shall not be liable for any personal injury or property
19 damage resulting from the negligent operation or faulty installation of utility services provided
20 for use on the Leased Premises, nor shall Landlord be liable for any injury or damage suffered by
21 Tenant as a result of the failure to make necessary repairs to the utility facilities. Tenant shall be
22 liable for any injury or damages to the equipment or service lines of the utility suppliers that are
23 located on the Leased Premises, resulting from the negligent or deliberate acts of Tenant, or its
24 employees, agents or visiting artists. In particular, Tenant shall be liable for any loss or damage
25 due to freezing, stoppage, or blockage of water pipes or plumbing fixtures on the Leased
26 Premises.
27

28 8. Parking. Use of any parking area provided by the Landlord shall be governed by such
29 rules and regulations as may be made from time to time by Landlord. The use of any such
30 parking area by Tenant shall be at Tenant's risk and with the understanding and agreement that
31 Landlord shall not be liable for personal injury therein or loss of or damage to property thereon.
32

33 9. Taxes. Any taxes lawfully assessed arising from Tenant's occupancy and use of the
34 Leased Premises pursuant to this Lease shall be paid by Tenant, and Tenant shall indemnify and
35 hold Landlord harmless from any such taxes. Any taxes due arising from Tenant's occupancy
36 and use of the Leased Premises pursuant to this Lease shall be paid by Tenant in a timely
37 manner. Prior to the last day for payment of such taxes without penalty or interest, Tenant shall
38 provide to Landlord a photostatic copy of the receipt(s) or cancelled check(s) showing payment
39 of the taxes. Tenant may pay any taxes in installments if permitted by law.
40

41 10. Alterations And Improvements. Tenant shall make no alterations to the Tin Shop or
42 to the Leased Premises without the prior written consent of Landlord, which consent may be
43 withheld in Landlord's sole and absolute discretion. All alterations, changes and improvements
44 built, constructed or placed in or on the Leased Premises by Tenant, with the exception of: (i)

1 fixtures removable without damage to the Leased Premises and (ii) moveable personal property,
2 shall, unless otherwise provided by written agreement between Landlord and Tenant, become the
3 property of the Landlord and shall remain on the Leased Premises at the expiration or sooner
4 termination of this Lease.

5
6 11. Assignment And Sublease. Tenant shall not sublet the Leased Premises or any part
7 thereof, or assign this Lease, or any part hereof, without the prior written consent of the
8 Landlord, which consent may be withheld in Landlord's sole and absolute discretion. However, it
9 is acknowledged that the Tenant may permit the Leased Premises to be used by visiting artists in
10 connection with its "Visiting Artist Program" as described in Paragraph 6, and that such use shall
11 not constitute a violation of this Lease.

12
13 12. Maintenance, Repair And Snow Plowing. Tenant shall, at Tenant's sole expense,
14 keep and maintain the Leased Premises and Landlord's appliances located in the Tin Shop in as
15 good and sanitary a condition and state of repair as existed at the commencement of this Lease.
16 No work shall be done by Tenant on the structural elements of the Tin Shop building without
17 Landlord's prior approval. During the term of this Lease, Tenant, at Tenant's sole expense, shall
18 also provide all required maintenance and snow plowing necessary to allow the Leased Premises
19 to be used by Tenant for the uses described in Paragraphs 3 and 6.

20
21 13. Surrender of Leased Premises; Removal of Tenant's Property. At the end of the term
22 of this Lease Tenant shall surrender the Leased Premises to the Landlord in as good a condition
23 as existed at the time of the commencement of this Lease, normal wear and tear excepted. At the
24 end of the term of this Lease Tenant shall remove its property from the Leased Premises. Any
25 property of Tenant's not removed from the Leased Premises by Tenant at the expiration of this
26 Lease shall be considered abandoned and Landlord shall have the right (but not the duty),
27 without any notice to Tenant, to sell or otherwise dispose of the same at the expense of the
28 Tenant and shall not be accountable to the Tenant for any part of the proceeds of such sale, if
29 any.

30
31 14. Inspection Of Leased Premises. Tenant acknowledges that it has inspected the
32 Leased Premises and is aware of its condition. Tenant accepts the Leased Premises in "AS IS"
33 condition without recourse to Landlord for any dangerous conditions, known or unknown.
34 Tenant further stipulates that the Leased Premises are, at the time of this Lease, in good order,
35 repair, and in a safe, clean, and tenantable condition.

36
37 15. Access To Leased Premises. Tenant shall permit Landlord, its agents, employees and
38 contractors, to have access to and to enter the Leased Premises at all reasonable times.

39
40 16. Liens. Tenant shall not permit the creation of any type of lien upon the Leased
41 Premises, including, but not limited to a mechanic's or materialmen's lien. The indemnification
42 provisions of this Lease shall apply to any such lien. If, because of any act or omission of
43 Tenant, and resulting from Tenant's work on the Leased Premises, any lien, charge or order for
44 the payment of money shall be filed against the Leased Premises, Tenant shall, at its own cost

1 and expense, cause the same to be discharged of record or bonded within ninety (90) days from
2 the filing of such lien.

3
4 17. Hazardous Materials. Tenant shall not store or permitted the storage on the Leased
5 Premises of any type of hazardous or similar material which is regulated by federal, state or local
6 regulation.

7
8 18. Termination If Leased Premises Are Damaged. If the Leased Premises, or any part
9 thereof, shall be damaged by fire or other casualty during the term of this Lease, this Lease may
10 be terminated by either party upon written notice to the other party given in the manner provided
11 in Paragraph 28.

12
13 19. Tenant Default. Tenant shall be in default under this Lease if Tenant fails to comply
14 with any of the terms, provisions or covenants of this Lease within three (3) days following
15 services of a demand for compliance notice by Landlord in accordance with Colorado law.

16
17 20. Landlord's Remedies Upon Default. If the Tenant is in default under this Lease,
18 Landlord shall have all of the remedies provided for in such circumstances by Colorado law,
19 including, without limitation, the right to terminate this Lease by written notice to Tenant, in
20 which event Tenant shall immediately surrender the Leased Premises to Landlord and, if Tenant
21 fails to do so, Landlord may, without prejudice to any other remedy which it may have for
22 possession, enter upon and take possession of the Leased Premises and expel or evict Tenant and
23 any other person who may be occupying the Leased Premises or any part thereof, by force if
24 necessary, without being liable for any claim for damages therefor.

25
26 21. Holdover By Tenant. Should Tenant remain in possession of the Leased Premises
27 with the consent of Landlord after the natural expiration of this Lease, a new tenancy from
28 month to month shall be created between Landlord and Tenant which shall be subject to all the
29 terms and conditions hereof, but shall be terminable on ten (10) days' written notice served by
30 either Landlord or Tenant on the other party.

31
32 22. Early Termination Upon Sale of Leased Premises. Notwithstanding the stated term
33 of this Lease as set forth in Paragraph 1, this Lease may be terminated by Landlord, without
34 liability for breach of this Lease, in the event the Landlord sells the Leased Premises during the
35 term of this Lease. To effect early termination of this Lease pursuant to this paragraph, Landlord
36 shall provide Tenant not less than sixty (60) days' prior written notice in the manner provided in
37 Paragraph 28.

38
39 23. Insurance.

40
41 23.1 Tenant shall procure and maintain general liability insurance with minimum limits
42 of liability not less than the limits of liability established under the Colorado Governmental
43 Immunity Act (Section 24-10-101, et seq., C.R.S., as amended from time to time) ("Act"),
44 which limits are as of the commencement of this Lease one hundred fifty thousand Dollars

1 (\$150,000) for injuries or damages sustained to one person in any single occurrence and six
2 hundred thousand dollars (\$600,000) for injuries or damages sustained to two or more persons in
3 any single occurrence. Such coverages shall be procured and maintained with forms and insurers
4 reasonably acceptable to the Landlord. All coverages shall be continuously maintained to cover
5 all liability, claims, demands, and other obligations assumed by Tenant pursuant to Paragraph 25.
6 In the case of any claims-made policy, the necessary retroactive damages and extended reporting
7 periods shall be procured to maintain such continuous coverages.

8
9 23.2. The Tenant's general liability insurance policy required by Paragraph 23.1, above,
10 shall be endorsed to include the Landlord as an additional insured. The Tenant's general liability
11 insurance policy above shall be primary insurance, and any insurance carried by Landlord, its
12 officers, or its employees shall be excess and not contributory insurance to that provided by
13 Tenant. Tenant shall be solely responsible for any deductible losses under the Tenant's required
14 general liability insurance.

15
16 23.3. A certificate of insurance shall be completed by Tenant's insurance agent and
17 provided to the Landlord as evidence that policies providing the required coverages, conditions,
18 and minimum limits are in full force and effect and shall be reviewed and approved by Landlord
19 prior to commencement of the term of this Lease. The certificate shall identify this Lease and
20 shall provide that the coverages afforded under the policies shall not be canceled or terminated
21 until at least thirty (30) days' prior written notice has been given to Landlord. The completed
22 certificate of insurance shall be sent to:

23
24 Saddle Rock Society
25 P.O. Box 37
26 Breckenridge, CO 80424
27

28 23.4. Notwithstanding any other portion of this Lease, failure on the part of Tenant to
29 procure or maintain policies providing the required coverages, conditions, and minimum limits
30 shall constitute a material breach of this Lease for which Landlord may immediately terminate
31 this Lease.

32
33 24. No Waiver Of Governmental Immunity. The parties hereto understand and agree that
34 Tenant is relying on, and does not waive or intend to waive by any provision of this Lease, the
35 monetary limitations or any other rights, immunities, and protections provided by the Act, or any
36 other limitation or defense otherwise available to Tenant, its officers, or its employees.

37
38 25. Indemnification. To the extent of the limits of liability established from time to time
39 by the Act, Tenant agrees to indemnify and hold Landlord harmless from and against all liability,
40 claims, and demands, on account of injury, loss, or damage, including without limitation claims
41 arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or
42 any other loss of any kind whatsoever, which occur on the Leased Premises and which arise out
43 of or are in any manner connected with Tenant's occupancy of the Leased Premises pursuant to
44 this Lease. Tenant agrees to investigate, handle, respond to, and to provide defense for and

1 defend against any such liability, claim, or demand at the sole expense of Tenant. Tenant also
2 agrees to bear all other costs and expenses related thereto, including court costs and attorney's
3 fees. Provided, however, that Tenant's obligations under this paragraph shall in no event exceed
4 the monetary limitations established from time to time by the Act.

5
6 26. Non-liability Of Landlord. Tenant hereby releases Landlord from any and all liability
7 for any injury or damage to Tenant, or to Tenant's property located on or about the Leased
8 Premises, resulting from any cause whatsoever, except injury or damage resulting from the
9 willful act of Landlord, or the representatives, agents, and employees of Landlord.

10
11 27. Attorney's Fees. If any action is brought in a court of law by either party to this Lease
12 concerning the enforcement, interpretation or construction of this Lease, the prevailing party,
13 either at trial or upon appeal, shall be entitled to reasonable attorney's fees, as well as costs,
14 including expert witness' fees, incurred in the prosecution or defense of such action.

15
16 28. Notices. All notices required or permitted under this Lease shall be given by
17 registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial
18 carrier delivery, or by telecopies directed as follows:

19
20 If intended for Tenant, to:

21
22 Town of Breckenridge
23 P.O. Box 168
24 150 Ski Hill Road
25 Breckenridge, Colorado 80424
26 Attn: Town Manager
27 Telecopier number: (970)547-3104
28 Telephone number: (970)453-2251

29
30 with a copy in each case (which shall not constitute notice) to:

31
32 Timothy H. Berry, Esq.
33 Timothy H. Berry, P.C.
34 P. O. Box 2
35 Leadville, Colorado 80461
36 Telecopier number: (719)486-3039
37 Telephone number: (719)486-1889

38
39 If intended for Landlord, to:

40
41 Saddle Rock Society
42 Attention: Patty Theobald
43 P.O. Box 37
44 Breckenridge, Colorado 80424

1 Telecopier number: (970) 453-4998

2 Telephone number: (970) 453-6901

3
4 with a copy in each case (which shall not constitute notice) to:

5
6 D. Wayne Brown, Esq.

7 West, Brown, Huntley & Thompson, P.C.

8 P. O. Box 588

9 Breckenridge, Colorado 80424

10 Telecopier number: (970)453-0192

11 Telephone number: (970)443-2901

12
13 Any notice delivered by mail in accordance with this paragraph shall be deemed to have been
14 duly given and received on the third business day after the same is deposited in any post office or
15 postal box regularly maintained by the United States postal service. Any notice delivered by
16 telecopier in accordance with this paragraph shall be deemed to have been duly given and
17 received upon receipt if concurrently with sending by telecopier receipt is confirmed orally by
18 telephone and a copy of said notice is sent by certified mail, return receipt requested, on the same
19 day to that intended recipient. Any notice delivered by hand or commercial carrier shall be
20 deemed to have been duly and received given upon actual receipt. Either party, by notice given
21 as above, may change the address to which future notices may be sent.

22
23 29. Time Of Essence. Time is of the essence of this Lease.

24
25 30. No Partnership. Notwithstanding anything contained in this Lease to the contrary, it
26 is expressly understood and agreed that the Landlord shall not be construed or held to be a
27 partner, associate or joint venturer of Tenant in the conduct of its business.

28
29 31. Third Parties. This Lease does not, and shall not be deemed or construed to, confer
30 upon or grant to any third party any right to claim damages or to bring suit, action or other
31 proceeding against either the Landlord or the Tenant because of any breach hereof or because of
32 any of the terms, covenants, agreements and conditions herein.

33
34 32. Complete Agreement. It is understood and agreed that this Lease contains the
35 complete and final expression of the agreement between the parties as to the subject matter of
36 this Lease and that there are no promises, representations, or inducements except as are herein
37 set forth.

38
39 33. Modification. This Lease may be modified or amended only by a duly authorized
40 written instrument executed by the parties hereto. Oral modifications of this Lease shall not be
41 permitted.

42
43 34. Applicable Law. This Lease shall be interpreted in all respects in accordance with the
44 laws of the State of Colorado. The parties agree to the jurisdiction and venue of the courts of

1 Summit County, Colorado in connection with any dispute arising out of or in any matter
2 connected with this Lease.

3
4 35. Paragraph Headings. Paragraph headings are inserted for convenience only and in no
5 way limit or define the interpretation to be placed upon this Lease.

6
7 36. Waiver. The failure of either party to exercise any of its rights under this Lease shall
8 not be a waiver of those rights. A party waives only those rights specified in writing and signed
9 by the party waiving its rights.

10
11 37. No Recording. This Lease shall NOT be recorded in the real property records of the
12 Clerk and Recorder of Summit County, Colorado.

13
14 38. Binding Effect. This Lease shall be binding upon, and shall inure to the benefit of,
15 the parties and their respective successors.

16
17 39. Copy of Lease. Both parties hereby acknowledge receipt of a complete and signed
18 copy of this Lease.

19
20 LANDLORD:

21
22 SADDLE ROCK SOCIETY, a Colorado non-profit
23 corporation

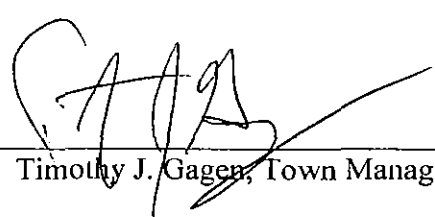
24
25
26
27 By: Patty Theobald
28 Patty Theobald

29
30 Title: Sec. Saddle Rock Society
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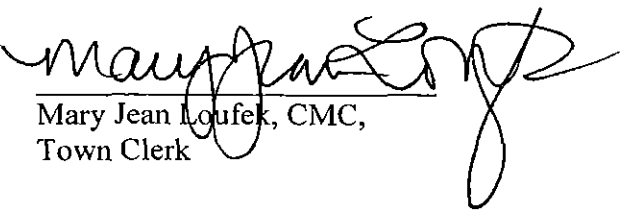
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TENANT:

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: 
Timothy J. Gagen, Town Manager

ATTEST:


Mary Jean Loufek, CMC,
Town Clerk