**MASTER AGREEMENT**

This MASTER AGREEMENT (this “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_\_ (the “Effective Date”), by and between\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Colorado limited liability company (“Owner”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Business”).

**RECITALS**

WHEREAS, Owner owns that certain parcel of real property and all improvements thereon having a street address of [INSERT ADDRESS FOR APPLICABLE PROPERTY] (the “Property”); and

WHEREAS, to facilitate Business’s access to affordable housing in Grand County, Colorado for Business’s employees, Owner has agreed to allow various of Business’s employees (“Employees”) to occupy [DESCRIBE APPLICABLE PORTION OF THE PROPERTY] (the “Premises”) pursuant to the terms of this Agreement and the License to Occupy Premises attached hereto as Exhibit A (the “License”).

NOW THEREFORE, in consideration of the premises and of the agreements herein contained, Owner and Business hereby agree as follows:

**AGREEMENT**

1. Recitals. The Recitals set forth above are incorporated herein by this reference.
2. Term. Owner hereby grants to Business the right to have Employees occupy the Premises pursuant to the License and Business hereby accepts such occupancy right from Owner. The term of such occupancy right (the “Term”) shall be from [\_\_\_\_\_\_\_\_\_\_\_] (the “Commencement Date”) until [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] (the “Ending Date”) unless this Agreement is earlier terminated as provided herein.
3. Occupancy Right.
   1. License. Business shall cause all Employees that will occupy the Premises (“Occupying Employees”) to enter into the License. Business shall not make any changes to the License without the prior written consent of Owner. Business shall strictly enforce and adhere to all provisions of the License. Business shall deliver fully executed versions of the License promptly after execution by Employees and Business. Business shall promptly notify Owner of the termination of any License.
   2. Employees. Business shall be solely responsible for diligently vetting all Occupying Employees including but not limited to running background checks on all Occupying Employees. If Owner becomes aware of anything concerning any Occupying Employees that Owner (acting reasonably) determines makes such Occupying Employees unsuitable to occupy the Premises, Owner may so notify Business, and Business shall promptly terminate the License with such Occupying Employee in accordance with Section 25(o) of the License.
   3. Rent. Business agrees to pay Owner $\_\_\_\_\_\_\_\_\_\_\_\_ per month (the “Rent”) as consideration for Business’s right to have Employees occupy the Premises. The Rent shall be due and owing to Owner throughout the Term regardless of whether any Employees actually occupy the Premises. If the Term begins or terminates on a day other than the first day or last day of a calendar month, Rent for that month shall be prorated based on the number of days of such month. Rent shall be due on the Commencement Date and thereafter on the first day of each calendar month during the Term at the address provided for Owner in Section 13(g) below or such other address as Owner may from time-to-time designate by written notice to Business.
   4. Deposit. On the Effective Date, Business shall deliver a deposit in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_ to Owner (the “Deposit”). The Deposit may be applied by Owner as provided herein during and after the Term. If fifty percent (50%) or more of the Deposit is depleted by Owner during the Term, Owner shall have the right to deliver notice thereof to Business together with an accounting of Owner’s use of the Deposit and, within three (3) business days after Business’s receipt of such notice, Business shall replenish the Deposit in full.
      1. Repairs; Use of the Deposit. Owner and Business agree that Business’s repair and maintenance obligations under Section 8 of the License (the “Premises Maintenance”) shall be Owner’s sole responsibility. Business shall notify Owner of any Premises Maintenance and Owner shall, at its cost, address the Premises Maintenance promptly after receipt of such notice from Business; provided, however, that if Owner (acting reasonably) determines that the need for the Premises Maintenance was the result of Occupying Employees’ actions (including but not limited to any Premises Maintenance or cleaning needed after Occupying Employees vacate the Premises), then Owner may use the Deposit to pay for such Premise Maintenance and Business shall over all costs of such Premises Maintenance in excess of the amount of the Deposit.
      2. Return of the Deposit. Owner shall return any then-remaining portion of the Deposit to Business no later than sixty (60) days after the end of the Term and shall make a written accounting for any portion retained listing the reasons for the retention.
4. Indemnity. Business shall be solely responsible for and shall indemnify, protect, defend and hold harmless Owner and its representatives, directors, officers, successors and assigns from and against any and all claims, costs, penalties, fines, losses, liabilities, attorneys’ fees, damages, injuries, causes of action, actions, judgments, and expenses that arise as a result of or are related to the acts or omissions of any Occupying Employees or any other party that occupies or visits the Premises during the Term. This indemnification by Business under this Section shall survive the termination of this Agreement.
5. Condition of Premises. Business acknowledges that, as of the Commencement Date, the Premises is in good and habitable condition. Business accepts the Premises in its condition existing on the Commencement Date.
6. No Alterations or Additions. Business shall not make alterations or additions to the Premises without the prior written consent of Owner.
7. Utilities. All charges for electricity, natural gas, water, sewer, internet service, and garbage pick-up are part of the Rent and shall not be a separate obligation of Business. For sake of clarity, cable service is not a service that will be provided.
8. Termination. This Agreement shall terminate on the Ending Date unless terminated earlier by Owner or Business under the terms of this Agreement. Upon the termination of this Agreement, Business shall have no further right to allow Employees to occupy the Premises and shall cause any Occupying Employees to vacate and remove their personal property from the Premises.
9. Default by Business. In the event Business fails to perform any covenants or agreements set forth in this Agreement and such non-performance continues for a period of ten (10) days after receipt of written notice thereof from Owner, Business will be in default under this Agreement (“Default”). If Business is in Default, Owner may, at Owner’s option, undertake any of the following remedies without limitation:
   1. terminate this Agreement;
   2. recover all present and future damages, costs, and other relief to which Owner is entitled; and
   3. pursue breach of contract remedies.

The foregoing remedies shall be cumulative except to the extent they are inconsistent.

1. Default by Owner. Business shall have no right to withhold or set off payments of Rent on account of any alleged default by Owner of Owner’s covenants and obligations under this Agreement. In the event of a default by Owner of any such covenant or obligation that remains uncorrected for a period of twenty (20) days after Owner has been given written notice thereof, Business shall be entitled to recover damages in a civil action against Owner.
2. Assignment. Except with respect to any License, this Agreement is personal to Owner and Business. Neither Owner nor Business shall assign all or any part of this Agreement or any of their respective rights under this Agreement without the prior written consent of the other party.
3. Taxes. Owner shall pay all real estate taxes and assessments for the Premises and the Property. Business shall pay all personal taxes and any other charges which may be levied against the Premises that are attributable to Business’s or any Occupying Employees’ use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with any Rent payment or any rent payment due under any License.
4. Miscellaneous.
   1. Time of the Essence. Time is of the essence of the performance of each and every provision of this Agreement.
   2. Entire Understanding. This Agreement together with any License constitutes the entire understanding among Owner and Business, their respective partners, members, trustees, shareholders, officers, directors, and employees with respect to the subject matter hereof, superseding all negotiations, prior discussions, and prior agreements and understandings relating to such subject matter.
   3. Joint Negotiations. Owner and Business have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by Owner and Business, and no presumption or burden of proof will arise favoring or disfavoring either Owner or Business by virtue of the authorship of any provision of this Agreement.
   4. No Waiver. Neither Owner nor Business shall be deemed to have waived or discharged any claim arising out of this Agreement, or any power, right, privilege, remedy, or condition under this Agreement, unless the waiver or discharge of such claim, power, right, privilege, remedy, or condition is expressly set forth in a written instrument duly executed and delivered by or on behalf of Owner or Business against whom the waiver or discharge is sought to be enforced. A waiver or discharge made on one occasion or a partial waiver or discharge of any power, right, privilege, remedy, or condition shall not preclude any other or further exercise or enforcement of such power, right, privilege, or remedy or requirement to satisfy such condition. No failure or delay on the part of Owner or Business to exercise or enforce any power, right, privilege, or remedy under this Agreement or to require the satisfaction of any condition under this Agreement, and no course of dealing between Owner or Business, shall operate as a waiver, discharge, or estoppel of any such power, right, privilege, remedy, or condition.
   5. Modification in Writing Only. This Agreement may not be amended, modified, or supplemented except by a written agreement of Owner and Business that is identified as an amendment to this Agreement.
   6. Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity, legality, or enforceability of the remaining provisions of this Agreement or the validity, legality or enforceability of the offending provision as to any other person or circumstance or in any other jurisdiction if both the economic and legal substance of the transactions contemplated by this Agreement are not affected in any manner that is materially adverse Owner or Business.
   7. Notice. Notices to be given to either party under this Agreement shall be given by email and shall be deemed effective when successfully transmitted and confirmed receipt. Each party may change its address for notices by giving the other party written notice of the new address.

For notices to Owner and the payment of Rent:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For notices to Business:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone:

E-Mail:

* 1. Attorney’s Fees. In the event any dispute arises concerning the terms of this Agreement, the non-payment of any sums payable under this Agreement, or the performance or non-performance of any covenants, obligations, and warranties under this Agreement, the party prevailing in such dispute shall be entitled, in addition to other damages and costs, to recover its reasonable attorney’s fees and costs of suit from the other party.
  2. Subordination; no Recording. This Agreement shall be subordinate to all existing and future security interests on the Premises. Owner and Owner shall not cause this Agreement to be recorded in the real property records of the county in which the Premises are located.
  3. Headings for Convenience Only. All titles, headings, and captions appearing in this Agreement are for convenience only and are not a part of this Agreement.
  4. Interpretation. The words “include,” “includes” and “including” are deemed to be followed by “without limitation” whether or not they are in fact followed by such words or words of similar import.
  5. Counterparts. This Agreement may be executed by Owner and Business in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or by electronic image scan transmission in .pdf format shall constitute effective execution and delivery of this Agreement as to Owner and Business and may be used in lieu of the original Agreement for all purposes.

[*Remainder of page left intentionally blank. Signature page follows.*]

OWNER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
a Colorado limited liability company

By:   
Name:   
Title:

BUSINESS:

[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

**EXHIBIT A**

**LICENSE TO OCCUPY PREMISES**

This LICENSE TO OCCUPY PREMISES (this “License”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_\_ (the “Effective Date”), by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Licensor”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Licensee”).

**RECITALS**

WHEREAS, Licensor has the right to occupy [DESCRIBE SPACE/ROOM] located at [INSERT ADDRESS FOR APPLICABLE PROPERTY] (the “Premises”) pursuant to that certain Master Agreement (the “Master Agreement”) by and between Licensor and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Colorado limited liability company (“Owner”). The Premises includes the furniture and other personal property located at the Premises on the Commencement Date (as defined below);

WHERE, Licensor employs Licensee and Licensor is allowing Licensee to occupy the Premises as part of Licensee’s compensation for Licensee’s employment relationship with Licensor (the “Employment Relationship”); and

WHEREAS, Licensee acknowledges and agrees that Licensee’s occupancy of the Premises is subject to termination at any time upon the cessation of the Employment Relationship.

NOW THEREFORE, in consideration of the premises and of the agreements herein contained, Licensor and Licensee hereby agree as follows:

**AGREEMENT**

1. Recitals. The Recitals set forth above are incorporated herein by this reference.
2. Term. Licensor hereby grants to Licensee a revocable license to occupy the Property and Licensee hereby accepts such license from Licensor. The term of such license (the “Term”) shall be from [\_\_\_\_\_\_\_\_\_\_\_\_\_] (the “Commencement Date”) until [\_\_\_\_\_\_\_\_\_\_\_\_\_] (the “Ending Date”) unless this License is earlier terminated pursuant to this Section 1(a) below or as otherwise provided herein.
   1. Termination upon Termination of the Employment Relationship. Licensor shall have the right (the “Termination Right”), to be exercised in Licensor’s sole and absolute discretion, to terminate this Licenses upon the termination of the Employment Relationship for any reason whatsoever. If Licensor desires to exercise the Termination Right, then Licensor shall deliver written notice thereof (the “Termination Notice”) to Licensee. The Termination Notice shall be delivered to the Premises. Licensee shall have three (3) days after Licensor’s delivery of the Termination Notice to the Premises to vacate the Premises. Licensee’s failure to timely vacate the Premises may result in Licensor contacting the Grand County sheriff to have the Licensee and Licensee’s personal property removed from the Premises.
3. Use of the Premises.
   1. Residential Dwelling. Licensee shall use the Premises as a private single-family dwelling and for no other purpose. Unless Licensor otherwise agrees in writing, the occupancy of the Premises shall not exceed more than [INSERT NUMBER OF PEOPLE TO LIVE AT THE PREMISES], except for reasonable numbers of occasional, temporary guests, and invitees of Licensee.
   2. Prohibited Uses. No part of the Premises shall be used at any time during the Term by Licensee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Licensee shall comply with any and all laws, ordinances, rules, covenants, and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Premises.
   3. Peace and Safety. Licensee shall not permit any portion of the Premises to be used in a manner that may endanger the person or property of Licensor or any person on or near the Premises. Licensee shall not use the Premises for any unlawful purpose, nor cause or permit a nuisance in, on or about the Premises, nor commit or suffer to be committed any waste in or upon the Premises.
   4. Extended Absence by Licensee. If Licensee expects to be absent from the Premises for longer than thirty (30) consecutive days, Licensee shall so notify Licensor no later than the first day of such absence. Licensee shall remain responsible for all of Licensee’s obligations under this License during such Licensee’s absence.
   5. No Smoking. Smoking of any kind (cigarette, pipe, marijuana, etc.) shall not be permitted in any areas of the Premises except outside.
4. Rent. Licensee agrees the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per month (“Rent”) shall be withheld by Licensor from Licensee’s wages arising from the Employment Relationship as consideration for Licensor granting Licensee the license to occupy the Premises as provided herein. If this License begins or terminates on a day other than the first day or last day of a calendar month, Rent for that month shall be prorated based on the number of days of such month during which this License is in effect. In addition, if Licensee’s wages arising from the Employment Relationship are not sufficient to pay the full amount of the Rent or if the timing of Licensee’s receipt of its wages arising from the Employment Relationship preclude Licensor from withholding the full amount of the Rent, Licensor shall promptly notify Licensee of such shortfall and Licensee shall pay the full amount of such shortfall to Licensor within five (5) business days after being so notified by Licensor.
5. Security Deposit. On the Effective Date, Licensee shall deliver a deposit in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_ to Licensor (the “Security Deposit”). Licensee agrees to surrender the Premises at the expiration or earlier termination of the Term in as good a condition as when Licensee entered the Premises, except for normal wear and tear, any damage caused by Licensor or caused by Licensor’s failure to repair or maintain the Premises as required by this License, casualty, and condemnation. Licensee agrees that, should repairs or cleaning in excess of normal wear and tear be required to be performed in the Premises upon the expiration of the Term, Licensor shall be entitled to charge the costs of such cleaning and repairs against the Security Deposit. Licensor shall return the Security Deposit to Licensee no later than sixty (60) days after the end of the Term, and shall make a written accounting for any portion retained, listing the reasons for the retention. Together with the balance of the Security Deposit, Licensor shall mail any written statement to the address provided by Licensee to Licensor upon the expiration or earlier termination of this License.
6. Pets. No more than one (1) domestic dog and two (2) domestic cats may be kept at the Premises, but only if, on or prior to the Effective Date, Licensee informs Licensor of the name and breed of such animals and delivers to Licensor a non-refundable pet deposit in the amount of $\_\_\_\_\_\_ (the “Pet Deposit”). Licensee acknowledges and agrees that the Pet Deposit shall not be returned to Licensee for any reason whatsoever and that the Pet Deposit is consideration for extra clean costs and extra wear and tear on the Premises resulting from Licensee’s pet(s) occupying the Premises during the Term. Licensee shall control such pet(s) to ensure that such pet(s) are not a nuisance to neighbors.
7. Condition of Premises. Licensee acknowledges that, as of the Commencement Date, Licensee is in possession of the Premises and that the Premises is in good and habitable condition. Licensee accepts the Premises in its condition existing on the Commencement Date.
8. Maintenance and Repair.
   1. Licensee Obligations. Licensee shall, at its sole expense, keep the Premises in good, clean, sanitary, and habitable condition and repair at all times.
   2. Licensor Obligations. Licensor shall, at its sole expense, keep in good maintenance and repair all structural components, mechanical systems, electrical wiring and systems, plumbing, interior and exterior walls, roofs, floors, ceilings, sewer connections, the Appliances (as defined below), windows, screens, and glass in good maintenance and repair at Licensor’s sole cost and expense. Notwithstanding the foregoing or anything contained herein to the contrary, Licensor and Licensee agree that Licensor shall not be required to perform major structural repairs to the Premises or to replace plumbing fixtures. In the event that major structural repairs and/or replacement of plumbing fixtures are required in order to cure a failure of the Premises to be habitable pursuant to Colorado Revised Statutes 38-12-505, Licensee shall provide Licensor written notice thereof, and Licensor shall have the option of performing such major repairs or replacement of plumbing fixtures to the extent required to cure a failure of the Premises to be habitable pursuant to Colorado Revised Statutes 38-12-505 at Licensor’s sole cost and expense, or terminating the License by notice to Licensee.
   3. Notice to Licensor. Licensee, upon discovering any condition of the Premises that Licensor has responsibility to repair under this License, shall promptly notify Licensor in writing of such condition. Licensor shall have a reasonable time to commence appropriate repair work and shall diligently prosecute such work to completion within a reasonable time.
9. Appliances. Licensor owns and is providing to Licensee for its use at the Premises during the Term the following appliances (collectively, the “Appliances”): stove, dishwasher, refrigerator, microwave, washer and dryer. The Appliances are the property of Licensor and will remain with the Premises at the termination of this License. Licensee will not install any additional appliances without the prior written consent of Licensor. In the event that Licensor consents to Licensee’s installation of additional appliances, Licensee will be solely responsible for the care, maintenance, repair, damage, cost, and expense for such appliances, and such appliances will remain the personal property of Licensee.
10. No Alterations or Additions. Licensee shall not make alterations or additions to the Premises without the prior written consent of Licensor.
11. Utilities. All charges for electricity, natural gas, water, sewer, internet service, and garbage pick-up are part of the Rent and shall not be a separate obligation of Licensee. For sake of clarity, cable service is not a service that will be provided.
12. Entry by Licensor. Licensor shall have the right to enter on the Premises (a) at reasonable times in connection with Licensor’s duties under this License, (b) within the period beginning thirty (30) days prior to the Ending Date to show the Premises to prospective future residents, or (c) in the event that Licensor wishes to sell the Premises, after Licensor provides written notice to Licensee of such proposed sale; provided, however, that Licensor shall give Licensee notice not less than twenty-four (24) hours in advance of Licensor’s entry on the Premises except in cases of emergency.
13. Keys. Licensor shall provide Licensee two (2) sets of keys to the Premises. Licensee shall not duplicate any keys to the locks on the Premises except by the prior written consent of Licensor, which shall specify the number of additional sets to be made. Licensee shall return all keys to locks on the Premises and copies thereof at the end of the Term. If Licensee fails to return all such keys at the end of the Term, Licensor shall be entitled to charge Licensor’s reasonable cost to re-key or replace the locks on the Premises against the Security Deposit. Licensee shall not at any time re-key or otherwise change any locks on the Premises.
14. Termination. This License shall terminate on the Ending Date unless terminated earlier by Licensor or Licensee under the terms of this License. Upon the termination of this License, Licensee shall vacate the Premises, remove Licensee’s personal property from the Premises, leave the Premises in a clean condition, and yield possession to Licensor.
15. Abandonment. After the end of the Term, and after Licensee vacates the Premises, any personal property of Licensee that remains on the Premises shall be deemed abandoned and Licensor may dispose of such personal property according to its wishes, in which event Licensee shall promptly reimburse Licensor for Licensor’s reasonable expenses incurred with disposing of such abandoned personal property.
16. Default by Licensee. In the event Licensee fails to perform any covenants or agreements set forth in this License and such non-performance continues for a period of ten (10) days after receipt of written notice thereof from Licensor, Licensee will be in default under this License (“Default”). If Licensee is in Default, Licensor may, at Licensor’s option, undertake any of the following remedies without limitation:
    1. terminate this License;
    2. recover all present and future damages, costs, and other relief to which Licensor is entitled; and
    3. pursue breach of contract remedies.

The foregoing remedies shall be cumulative except to the extent they are inconsistent. IN THE EVENT THERE IS MORE THAN ONE PERSON THAT SIGNS AS “LICENSEE”, ALL OF SUCH PERSONS ARE JOINTLY AND SEVERALLY LIABLE FOR ALL OBLIGATIONS AND DAMAGES UNDER THIS LICENSE.

1. Default by Licensor. Licensee shall have no right to withhold or set off payments of Rent on account of any alleged default by Licensor of Licensor’s covenants and obligations under this License. In the event of a default by Licensor of any such covenant or obligation that remains uncorrected for a period of twenty (20) days after Licensor has been given written notice thereof, Licensee shall be entitled to recover damages in a civil action against Licensor.
2. Assignment. This License is personal to Licensee and Licensee shall not assign all or any part of this Licenses or any of Licensee’s rights under this License without the prior written consent of Licensor. Any purported assignment of all or any part of this License or Licensee’s rights under this License without Licensor’s prior written consent is void.
3. Limitation of Licensor’s Liability for Casualty. Licensee acknowledges that Licensor’s insurance does not cover any of Licensee’s personal property and that Licensor has suggested that Licensee obtain insurance (such as renter’s insurance) with respect to such property. Licensor is not liable for any injury to Licensee or Licensee’s family, licensees, guests, or invitees, or for any damage to any of Licensee’s property or the property of others (including vehicles parked on or near the Premises) as a result of, or in connection with, any occurrence in, on or about the Premises including any damage resulting from fire, water, explosion, the use of natural gas, electricity, or leaking or bursting gas, water, heating or other pipes or plumbing fixtures, unless such injury or damage was caused by the intentional acts or gross negligence of Licensor or Licensor’s agents. Licensor is also not liable for any injury, claim, or cause of action arising from or related to any pet (regardless of whether such pet was approved by Licensee hereunder).
4. Casualty to the Premises. In the event of a fire or other casualty to the Premises that destroys the Premises or renders a material portion of the Premises uninhabitable, Licensee or Licensor may, within twenty (20) days of such casualty, terminate this License upon ten (10) days’ written notice to Licensor or Licensee, respectively. If Licensor or Licensee terminates this License in accordance with this Section 20, Licensor and Licensee each shall have no further obligations under this License except that Licensor shall refund the Security Deposit to Licensee. Notwithstanding the foregoing, Licensee shall not have the right to terminate this License or receive a refund of the Security Deposit if the casualty results from Licensee’s negligence, gross negligence, or willful misconduct or breach of this License.
5. Condemnation. In the event that the whole of the Premises or any part of the building or buildings on the Premises is taken or condemned for public or quasi-public use by any entity or authority with the power of eminent domain, the term of this License shall terminate from the date when possession of the part so taken shall be required for such use (the “Taking Date”). In the event that only part of the Premises is taken or condemned for public or quasi-public use by any entity or authority with the power of eminent domain, and such part of the Premises taken does not include any part of the building or buildings on the Premises, Licensee shall have the option to terminate this License upon giving notice of termination to Licensor; provided that such right to terminate shall expire ninety (90) days after the Taking Date. If Licensee gives notice of termination to Licensor in accordance with the preceding sentence more than ten (10) days before the Taking Date, the term of this License shall terminate on the Taking Date. If Licensee gives such notice to Licensor after the Taking Date or fewer than ten (10) days before the Taking Date, the term of this License shall terminate ten (10) days after such notice is given. The award of compensation for any condemnation or taking shall not be apportioned and shall belong solely to Licensor.
6. Taxes. Licensor shall pay all real estate taxes and assessments for the Premises. Licensee shall pay all personal taxes and any other charges which may be levied against the Premises that are attributable to Licensee’s use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with any Rent payment.
7. Accommodation. Licensor agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Licensor will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an occupant, unless undue hardship would result. It is the applicant’s or Licensee’s responsibility to make Licensor aware of any required accommodation. The individual with the disability should specify, in writing, the nature and effect of the disability and any accommodation he or she needs. If after thoughtful consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, Licensor will make the accommodation. Licensor reserves the right to require appropriate medical verification of the disability.
8. Radon Gas Disclosure. As required by law, Licensor makes the following disclosure: “Radon Gas” is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Colorado. Additional information regarding radon and radon testing may be obtained from your county public health unit.
9. Miscellaneous.
   1. Time of the Essence. Time is of the essence of the performance of each and every provision of this License.
   2. Entire Understanding among Licensor and Licensee. This License constitutes the entire understanding among Licensor and Licensee, their respective partners, members, trustees, shareholders, officers, directors, and employees with respect to the subject matter hereof, superseding all negotiations, prior discussions, and prior agreements and understandings relating to such subject matter.
   3. Joint Negotiations. Licensor and Licensee have participated jointly in negotiating and drafting this License. In the event that an ambiguity or a question of intent or interpretation arises, this License will be construed as if drafted jointly by Licensor and Licensee, and no presumption or burden of proof will arise favoring or disfavoring either Licensor or Licensee by virtue of the authorship of any provision of this License.
   4. No Waiver. Neither Licensor nor Licensee shall be deemed to have waived or discharged any claim arising out of this License, or any power, right, privilege, remedy, or condition under this License, unless the waiver or discharge of such claim, power, right, privilege, remedy, or condition is expressly set forth in a written instrument duly executed and delivered by or on behalf of Licensor or Licensee against whom the waiver or discharge is sought to be enforced. A waiver or discharge made on one occasion or a partial waiver or discharge of any power, right, privilege, remedy, or condition shall not preclude any other or further exercise or enforcement of such power, right, privilege, or remedy or requirement to satisfy such condition. No failure or delay on the part of Licensor or Licensee to exercise or enforce any power, right, privilege, or remedy under this License or to require the satisfaction of any condition under this License, and no course of dealing between Licensor or Licensee, shall operate as a waiver, discharge, or estoppel of any such power, right, privilege, remedy, or condition.
   5. Modification in Writing Only. This License may not be amended, modified, or supplemented except by a written agreement of Licensor and Licensee that is identified as an amendment to this License.
   6. Successors and Assigns. This License binds and inures to the benefit of Licensor and Licensee and their respective heirs, executors, administrators, legal representatives, and permitted successors and permitted assigns.
   7. No Third-Party Beneficiaries. No person other than the parties hereto and their respective permitted successors and permitted assigns has any rights or remedies under this License or is an intended beneficiary of this License.
   8. Severability. If any provision of this License (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity, legality, or enforceability of the remaining provisions of this License or the validity, legality or enforceability of the offending provision as to any other person or circumstance or in any other jurisdiction if both the economic and legal substance of the transactions contemplated by this License are not affected in any manner that is materially adverse Licensor or Licensee.
   9. Notice. Notices to be given to either party under this License shall be given by email and shall be deemed effective when successfully transmitted and confirmed receipt. Oral notice given by telephone shall be effective if it relates to (i) an emergency occurring on the Premises or (ii) Licensor’s intent to enter on the Premises in accordance with Section 12. Each party may change its address for notices by giving the other party written notice of the new address.

For notices to Licensor and the payment of Rent:

[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

Phone:

E-Mail:

For notices to Licensee:

[INSERT PREMISES ADDRESS]

Phone:

E-Mail:

* 1. Attorney’s Fees. In the event any dispute arises concerning the terms of this License, the non-payment of any sums payable under this License, or the performance or non-performance of any covenants, obligations, and warranties under this License, the party prevailing in such dispute shall be entitled, in addition to other damages and costs, to recover its reasonable attorney’s fees and costs of suit from the other party.
  2. Subordination; no Recording. This License shall be subordinate to all existing and future security interests on the Premises. Licensee and Licensor shall not cause this License to be recorded in the real property records of the county in which the Premises are located.
  3. Headings for Convenience Only. All titles, headings, and captions appearing in this License are for convenience only and are not a part of this License.
  4. Interpretation. The words “include,” “includes” and “including” are deemed to be followed by “without limitation” whether or not they are in fact followed by such words or words of similar import.
  5. Counterparts. This License may be executed by Licensor and Licensee in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. The exchange of copies of this License and of signature pages by facsimile or by electronic image scan transmission in .pdf format shall constitute effective execution and delivery of this License as to Licensor and Licensee and may be used in lieu of the original License for all purposes.
  6. Master Agreement. This License is subject to the provisions of, and is subordinate to, the Master Agreement. Licensee acknowledges and agrees that this License may be terminated by Owner or Business if the Master Agreement is terminated pursuant to the terms thereof. Licensee further acknowledges and agrees that Business may terminate this License if Owner requires Business to do so pursuant to the terms of the Master Agreement. The provisions of Section 2(a) of this License shall apply if this License is so terminated by Owner or Business.

[*Remainder of page left intentionally blank. Signature page follows.*]

LICENSOR:

[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

By:   
Name:   
Title:

LICENSEE:

[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]