



Facility Use Agreement – Third Party

Purpose of Contract: This Agreement may be used when the College is renting property owned by a third party for short term use.

THIS FACILITY USE AGREEMENT ("AGREEMENT") is made this 2nd day of June, 2025 by and between Colorado Mountain College, a local college district ("CMC") and Grand West Estates Owners Association ("Owner").

WHEREAS, Owner owns a facility located at Leadville, Colorado - Grand West Tract A for the purposes of a property owners association with open space (the "Facility").

WHEREAS, CMC is a statutory local college district who wishes to use the Facility from time to time for use by its students; and

WHEREAS, CMC has concluded that it is in the best interest of the parties to enter into this Agreement.

NOW THEREFORE, for good and valuable mutual consideration which the parties agree is sufficient, the parties agree as follows:

AGREEMENT

1. Use. CMC shall have use of the Facility to provide land for Ecosystem Science & Stewardship course field work. CMC shall be responsible for scheduling, advertising, registering and collecting money from the student. At the end of the term, CMC shall be allowed to remove any personal property owned by CMC.

2. Term. The Term of this Agreement shall be from June 1, 2025 through May 31, 2026, unless previously terminated pursuant to the Agreement.

3. Rent. CMC shall pay to Owner 0.00 for use of the Facility as contemplated in this Agreement.

4. Liability. CMC shall be responsible solely for the actions of the CMC employees. The parties hereto understand and agree that CMC's liability for claims and injuries to persons and property arising out of the acts or omissions of either CMC is controlled by and limited by the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S. Any liability of CMC shall not exceed and shall be strictly limited by the applicable provisions of the Colorado Governmental Immunity Act. It is specifically understood and agreed that nothing contained in this Agreement will be construed as an express or implied waiver by CMC of its governmental immunity or an express or implied acceptance by CMC of liabilities in excess of the liabilities allowable under the Colorado Governmental Immunity Act. Owner remains liable for the actions of its club members. The parties hereby agree that Owner accepts the normal liabilities associated with owning and operating the Facility as they apply to any or all customers of the Owner

5. Indemnification. Owner shall indemnify and hold harmless CMC, its board members, employees, staff and agents from and against any claim for compensation, damages, or any other relief arising out of or related to this Agreement and the use of the Facility.

6. Maintenance and Utilities. Owner shall be responsible for all custodial services and general and regular maintenance, minor and major, of the Facility. Owner shall be responsible for payment of all necessary taxes, utilities and personnel for Owner's business.

7. Entire Agreement. This Agreement sets out the entire understanding between the parties and supersedes all written or oral agreements or understandings between them regarding its subject matter. Any amendment to this Agreement shall be in writing.

8. Termination. CMC may be terminated with or without cause upon thirty (30) days written notice providing, however, if there are scheduled CMC courses in session, such termination shall not be

effective until the completion of such courses.

9. Default. If either party is at any time in default of any requirement of the Agreement, the other party shall have the right to give fifteen (15) days written notice of default and may terminate this Agreement without further notice if such default is not corrected.

10. Insurance.

a. CMC shall maintain, in force and effect at all times during the term of this Agreement, its standard commercial general liability insurance coverages.

b. Owner shall maintain the following insurance and limits for the duration of this Agreement: General Liability\$1,000,000 per occurrence/\$2,000,000 aggregate

11. CMC Employees. Nothing herein shall be construed to create an agency, partnership, employment or joint venture relationship between the Owner and CMC. No employee of CMC or other person providing services in connection with the purposes described herein shall be deemed an employee of the Owner for any purpose. CMC shall be solely responsible for all its payroll taxes, workman's compensation, or other liabilities related to all such persons.

12. Appropriations. All payment obligations of CMC pursuant to this Agreement are subject to the appropriation of funds by its Board of Trustees in its sole discretion.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above.

OWNER

COLORADO MOUNTAIN COLLEGE

Signed by:

Peter Day

By:

Title: President

DocuSigned by:

Julie Hanson

By:

Title: Assistant Vice President of Business Services

Additional provisions:

Owner may terminate at any time.

Owner shall receive a copy of students' final reports for activities/research conducted.

This use extends only to students/staff while conducting CMC sanctioned activities and shall not be used by students/staff for their own enjoyment.

No motorized vehicles are allowed.