

DOWNTOWN OUTDOOR DINING LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into as of this 6 day of December 2018, by and between THE CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, as Lessor, (hereinafter "City") and, BEH Ventures LLC dba Candy Time Shoppe as Lessee, (hereinafter "Lessee"), and the Grand Junction Downtown Development Authority as Lessor's Administrative Agent, (hereinafter "DDA").

RECITALS:

The City by Ordinance No. 3650 and subsequently amended by Ordinance No. 4120, established a Sidewalk Restaurant commercial activity permit for restaurants in the Downtown Shopping Park (DSP) on Main Street, Seventh Street and Colorado Avenue.

In accordance with that authority, the City Council and the DDA desire to make certain areas of the sidewalk in the DSP and at other locations as authorized, available by lease to proximate land owners and/or lessees that want to make use of a portion of the public way for outdoor dining with or without alcohol service.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, it is agreed as follows:

1. Demise of Premises.

The City does hereby lease to Lessee the Premises (hereinafter "Premises") comprising approximately 200 square feet of the public way located in front of and immediately across the sidewalk from Candy Time. The City does hereby grant an easement across the sidewalk situated between the Lessee's business and the Premises for the purpose of transporting alcohol beverages and food to and from the Premises. Said easement runs concurrently with this Agreement. The Premises, the easement area, and the location of Lessee's primary business facility are more particularly described in the attached Exhibit A.

A brief description of the Lessee's business is attached as Exhibit B.

2. Term.

The term of this Agreement shall be for a period of one (1) year to commence on Dec 15, 2018. Upon signature by all parties this Agreement supersedes all prior leases, and terminates on Dec 15, 2019.

3. Rental.

Lessee shall pay rent to Lessor at the rate of \$1.00 per square foot per year and in the total sum of \$200 which sum shall be payable in advance at the offices of the City Clerk, Grand Junction City Hall, 250 North 5th Street, Grand Junction, Colorado 81501. If the rent payment is not paid in full when due, a Lease shall not issue.

without claim of trespass, remove the property of Lessee and store such property in a public warehouse or such other location selected by Lessor, all at the expense of Lessee. After such reentry, Lessor shall have the right to terminate this Lease Agreement by giving ten (10) days notice of termination to Lessee, but without such notice, the reentry by Lessor shall not terminate this Lease Agreement. On termination, Lessor may recover from Lessee all damages resulting from Lessee's breach, including the cost of recovery of the Premises and placing them in satisfactory condition; and/or

iv) all other rights and remedies provided by law to a Lessor with a defaulting Lessee including all such money damages as Lessor shall be entitled pursuant to the law of damages.

c. In the event of any conflict between any of the provisions hereof regarding the amount of time that must elapse without cure after notice of breach before the same constitutes an Event of Default, then the provisions establishing the least amount of time to cure after notice shall prevail.

d. Upon any breach hereof, regardless of whether such breach is, or becomes, an Event of Default; Lessor shall be reimbursed by Lessee for any reasonable attorney's fees incurred by Lessor in connection with such breach.

20. Notices and Written Consents.

All notices and written consents required under this Agreement shall be in writing and either hand delivered or mailed by first class certified mail to the following parties:

To Lessor: City of Grand Junction c/o City Attorney
250 North 5th Street
Grand Junction, Colorado 81501

To Lessee: Candy Time Shoppe
510 Main St
Grand Junction, CO 81501

To Agent: Downtown Development Authority
437 Colorado Avenue
Grand Junction, CO 81501

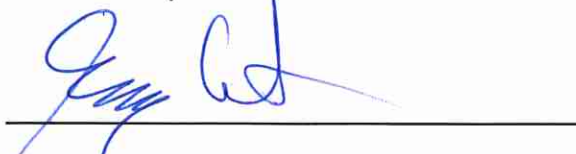
Notices shall be deemed served upon posting the same as addressed above and sent as First Class United States mail.

21. Binding Effect and Complete Terms.

The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Lessor and Lessee and by their respective heirs, successors and assigns. All negotiations and agreements of Lessor and Lessee are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by the Lessor and Lessee. This Lease

IN WITNESS WHEREOF, the parties have signed and sealed this Lease Agreement, this day and year first above written.

Lessor: City of Grand Junction



By: Greg Caton, City Manager

Lessee:



By:

Agent: Downtown Development Authority

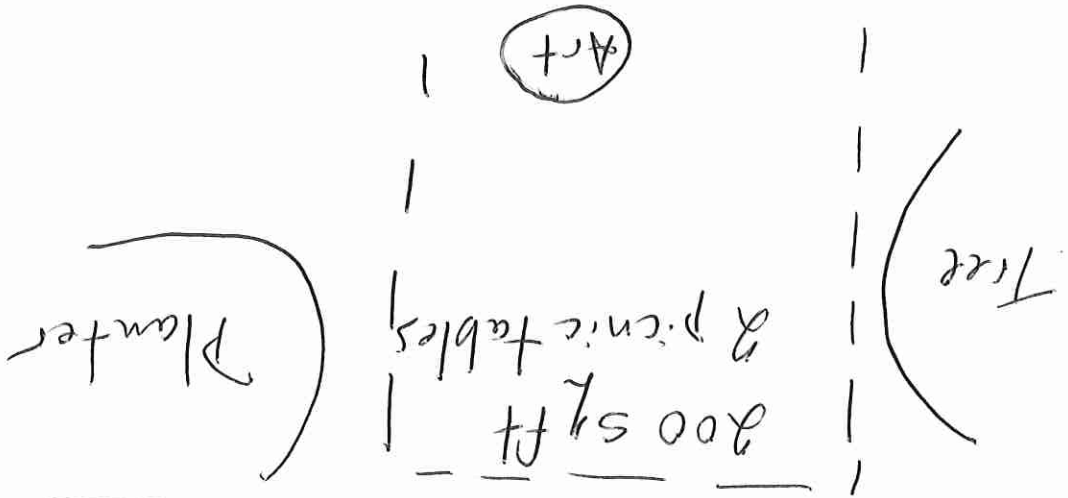


By: Brandon Stam, Downtown Grand Junction Executive Director

Exhibit A: Proposed Lease Area (include dimensions and a sketch):

510 Main Street

Main Street



Sidewalk

510 Main
Candy Time Shoppe

10

5th Street

Exhibit B: Brief Description of Business / DDA Certification: include date, who prepared and lessee signature or initials

Business Name (name of insured): BEH Ventures LLC

DBA (if needed): Candy Time Shoppe

Applicant / Relationship to Business: Ben Hall co-owner

Contact Phone and Email: 970-628-4254 candytimeshoppe@gmail.com

Type of Food/Beverage to be served in leased area: Novelty Candy, Vintage Soda, Ice Cream

Days of Operation / Operating Hours: Mon-Thurs 10-6, Fri-Sat 10-8, Sun 11-5

How this operation will benefit Downtown Grand Junction: It will continue to bring people downtown, well into the evening. Sunday

Number of tables to be used in the leased area: _____ } 2 Picnic Tables
Number of chairs to be used in the leased area: _____

Semi-permanent or movable structures including carts, stands, signs, etc:
_____ ∅

Describe any musical or vocal presentations or effects to be used in the leased area:
_____ ∅

Are these current:

Permits & Licenses Obtained:	State Sales Tax	<u>27-163064-0000</u>
	City Sales Tax	<u>9909</u>
	Liquor License	<u>∅</u>
	Restaurant/Food Service	<u>27-163064-0000</u>

Proof of Liability Insurance Coverage Provided?

yes-attached

DDA Certification: The Downtown Development Authority hereby finds that this application is proper, that all applicable permits have been obtained or will be obtained, that it is in compliance and will further the goals and objectives of the Plan of Development for Downtown Grand Junction, and that no current application exists for this location.

Signed: *ML Sk*

Date: *12/7/18*

If denied, state reason:

Exhibit C: Assurances, Hold Harmless and Indemnity Agreement

The Applicant assures the Downtown Development Authority and the City of Grand Junction that if a lease is issued, s/he will comply with all of the requirements and provisions of Grand Junction City Ordinance 3609, all other applicable ordinances and laws, and the Plan of Development for Downtown Grand Junction. The applicant further assures that s/he has obtained or will obtain all of the necessary and required permits or licenses to engage in the business or activity proposed.

I, *Ben Hall*, applicant for a Lease to conduct activities in the Downtown Shopping Park area, agree that I shall:

(a) Hold harmless the City of Grand Junction, its officers and employees, and the Downtown Development Authority of Grand Junction, its officers and employees, from any claims for damage to property or injury to persons which may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park, and

(b) Indemnify the City of Grand Junction, its officers and employees, and the Downtown Development Authority, its officers and employees, against any claim, loss, judgment, or action, or any nature whatsoever, including reasonable attorney fees, that may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park.

I realize that consideration for this release is the granting of a lease to me by the City of Grand Junction, and I realize and agree that this Hold Harmless/ Indemnity Agreement shall take effect whenever I begin to conduct the type of activities for which the lease has been applied or when the permit is issued, whichever is earlier. I also understand and agree that this agreement shall apply to any activities which I carry on which are done in violation of the terms of this lease.

Executed this 6 day of December, 2018.

A handwritten signature in cursive script, appearing to read "Paul Noel", written over a horizontal line.

Signed:

PREMIER BUSINESSOWNERS POLICY

PREMIER RETAIL PROPERTY DECLARATIONS

Policy Number: **ACP BPR 3056483128**

Policy Period:
From **01-03-19** To **01-03-20**

Description of Premises Number: **002** Building Number: **001** Construction: **MASONRY NON-COMBUST**
Premises Address **510 MAIN ST** **GRAND JUNCTION CO 81501-2608**

Premises ID

Occupancy **OO** Classification: **CANDY, NUT & CONFECTIONARY STORES - NO COOKING ON PREMISES**

Described as: **OFFICE BUILDING**

WE PROVIDE INSURANCE ONLY FOR THOSE COVERAGES INDICATED BY A LIMIT OR BY "INCLUDED".

The Property Coverage provided at this premises is subject to a **\$ 1,000** Deductible, unless otherwise stated.

COVERAGES	LIMITS OF INSURANCE	
Building - Replacement cost		\$780,000
Business Personal Property -		NOT PROVIDED
ADDITIONAL COVERAGES - the Coverage Form Includes other Additional Coverages not shown.		
Business Income - ALS - 12 Months - NO Hour Waiting Period - 60 Day Ordinary Payroll Limit		INCLUDED
Extra Expense - Actual Loss Sustained (ALS) - 12 Months - NO Hour Waiting Period		INCLUDED
Equipment Breakdown		INCLUDED
Automatic Increase in Insurance - Building		7%
Automatic Increase in Insurance - Business Personal Property		NOT PROVIDED
Back Up of Sewer and Drain Water (limit shown per Building, subject to \$25,000 policy aggregate)		\$5,000
Appurtenant Structures - 10% of Building Limit of Insurance - maximum \$50,000 any one structure		INCLUDED
Increased Cost of Construction		\$25,000
OPTIONAL INCREASED LIMITS	Included Limit	Additional Limit
Account Receivable	\$25,000	\$25,000
Valuable Papers and Records (At the Described Premises)	\$25,000	\$25,000
Forgery and Alteration	\$10,000	\$10,000
Money and Securities - Inside the Premises	\$10,000	\$10,000
Outside the Premises (Limited)	\$10,000	\$10,000
Outdoor Signs	\$2,500	\$2,500
Outdoor Trees, Shrubs, Plants and Lawns	\$10,000	\$10,000
Business Personal Property Away From Premises	\$15,000	\$15,000
Business Personal Property Away From Premises - Transit	\$15,000	\$15,000
Electronic Data	\$10,000	\$10,000
Interruption of Computer Operations	\$10,000	\$10,000
Building Property of Others	\$10,000	\$10,000
OPTIONAL COVERAGES - Other frequently purchased coverage options.		
Employee Dishonesty		NOT PROVIDED
Ordinance or Law - 1 - Loss to Undamaged Portion		NOT PROVIDED
2 - Demolition Cost and Broadened Increased Cost of Construction		NOT PROVIDED
Ordinance or Law Broadened		NOT PROVIDED
Retail PLUS Endorsement (PB2007)		INCLUDED

PROTECTIVE SAFEGUARDS

This premise has Protective Safeguards identified by symbols below. Insurance for Fire or Burglary and Robbery at this premise will be excluded if you do not notify us immediately if any of these safeguards are impaired. See **PB 04 30** for a description of each symbol. APPLICABLE SYMBOLS: **NOT APPLICABLE**

PB 81 01 (04-11)

AMCO INSURANCE COMPANY

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DIRECT BILL LFXS

BTD

INSURED COPY

UID 07

46 02185

PREMIER BUSINESSOWNERS POLICY

PREMIER RETAIL

LIABILITY DECLARATIONS

Policy Number: **ACP BPR 3056483128**

Policy Period:
From **01-03-19** To **01-03-20**

LIMITS OF INSURANCE

Each Occurrence Limit of Insurance	Per Occurrence	\$1,000,000
Medical Payments Coverage Sub Limit	Per Person	\$5,000
Tenants Property Damage Legal Liability Sub Limit	Per Covered Loss	\$300,000
Personal and Advertising Injury	Per Person Or Organization	\$1,000,000
Products – Completed Operations Aggregate	All Occurrences	\$2,000,000
General Aggregate (Other than Products – Completed Operations)	All Occurrences	\$2,000,000

AUTOMATIC ADDITIONAL INSURED STATUS

The following persons or organizations are automatically insureds when you and they have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy.

Co-Owners of Insured Premises
Controlling Interest
Grantor of Franchise or License
Lessors of Leased Equipment
Managers or Lessors of Leased Premises
Mortgagee, Assignee or Receiver
Owners or Other Interest from Whom Land has been Leased
State or Political Subdivisions - Permits Relating to Premises

PROPERTY DAMAGE DEDUCTIBLE

NONE

OPTIONAL COVERAGES

Hired Auto Liability Coverage	Included in Each Occurrence Limit of Insurance
Nonowned Auto Liability Coverage	Included in Each Occurrence Limit of Insurance