AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Residential Lease Agreement; GVH

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Please see the attached.

Fiscal Impact: $310,000

Submitted by: Katherine Haase for Matthew Birnie **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, expecting this amount as revenue from one unit. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 9/10/2019

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 9/11/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 9/12/2019 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/12/2019

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: County Manager Report

Agenda Date: 9/17/2019

Revised April 2015

RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT ("Agreement") is made and entered into on this ___ day of _____, 2019, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado, whose address is 200 E. Virginia Avenue, Gunnison, Colorado 81230 ("Lessor") and GUNNISON VALLEY HEALTH, whose address is 711 North Taylor Street, Gunnison, Colorado 81230 ("Lessee").

WHEREAS, Lessor owns the real property located at 85 Elk Valley Road Unit A, Crested Butte, Colorado 81224 ("Unit"); and

WHEREAS, Lessor has determined that it would be in the best interest of the public if the Unit were leased exclusively to Lessee to provide workforce housing for Gunnison Valley Health employees; and

WHEREAS, Lessee desires to lease from Lessor the Unit, and Lessor desires to lease to Lessee the Unit; and

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions herein contained, Lessor and Lessee do hereby agree as follows:

1. PURPOSE

Commencing with the full execution of this Agreement and continuing for the balance of the Term, the Lessee shall, subject to all limits and conditions imposed upon the Lessee in this Agreement be entitled to use the Unit for the exclusive purpose of providing workforce housing for Gunnison Valley Health employees.

Lessee agrees to use the Unit only for workforce housing for Gunnison Valley Health employees. Lessee will not use the Unit for any unlawful purpose or in any manner that violates this Agreement or materially harms Lessor's interest in the Unit.

2. TERM OF LEASE.

The term of this Agreement shall commence on _____ ___, 2019 and terminate on _____ ____, 2118 ("Term"), unless otherwise terminated or extended under the terms of this Agreement or mutual agreement of the Lessor and Lessee. In the event that the Agreement is not otherwise terminated before the termination date listed above, Lessor and Lessee agree to extend the Agreement automatically for succeeding terms of ten (10) year periods, up to five (5) times.

3. DEFINITION OF WORKFORCE HOUSING.

For purposes of this Agreement, workforce housing is defined as housing offered by an employer to help employees acquire housing near their place of work. Through this arrangement, the employer gains employee loyalty and reliable attendance. The employee gains a higher standard of living by access to a place of residence they would not be able to afford otherwise.

4. CONSIDERATION.

Upon execution of the Agreement, Lessee shall pay Lessor a one-time fee of Three-Hundred and Ten Thousand Dollars and No/100 ($310,000.00).

Said payment shall be payable to “Gunnison County Finance” and provided in hand to Gunnison County Finance, 200 East Virginia Avenue, Gunnison, CO 81230.

5. TAXES

Lessor shall keep the Unit free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, county, state and federal) which may now or hereafter be imposed.

6. LIABILITY

6.1. Lessee agrees to obtain and keep in force, throughout the Term of this Agreement, comprehensive general public liability insurance, including personal injury protection, in the amounts for which Lessor does not have governmental immunity pursuant to the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as that Act may be amended from time to time. As of the date of execution of this Agreement, those amounts are:

a. For any injury to one person in any single occurrence, Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars ($387,000); as those minimum sums are increased annually per Colorado statute; and
b. For an injury to two or more persons in any single occurrence, the sum of One Million Ninety-Three Thousand and No/100 U.S. Dollars ($1,093,000); as those minimum sums are increased annually per Colorado statute.

Such insurance shall include, as an additional insured, the Board of County Commissioners of Gunnison County, Colorado.

6.2. Lessee agrees to obtain and keep in force, throughout the term of this Agreement, personal property insurance coverage on the Unit and any and all of Lessee’s personal property in the Unit and storage areas (i.e. Furniture, fixtures, computer equipment, etc.).

Such insurance shall include, as an additional insured, the Board of County Commissioners of Gunnison County, Colorado.

6.3. Lessee shall provide Lessor with copies of appropriate insurance policies, as described above, within thirty (30) days after the execution of this Agreement. The insurance coverage required pursuant to this Section 6 shall remain in force during the term of this Agreement and no cancellation or reduction may be made without thirty (30) days prior, written notice to Lessor. Lessee shall not allow the placement of any lien or other claim against the Lessee by reason of any improvements placed upon the Unit, and shall indemnify, hold harmless and defend Lessor against any claim upon the premises, Unit or whatsoever.

Nothing in this Agreement, including but not limited to the required insurance or the existence of the insurance required hereunder, is or shall be construed to be a waiver by Lessor or Lessee, in whole or in part, of any defense or claim of governmental immunity, or a waiver of any other provision of law relating to the liability of governmental units or the limits thereof, provided by the Colorado Governmental Immunity Act or otherwise.

7. INDEMNIFICATION.

During the Term of this Lease Agreement, Lessee shall indemnify, hold harmless and defend Lessor, its Board of County Commissioners, its officers, agents and employees, against any claim for injury or damage caused by any act or omission of Lessee or any other person arising from the use of the Unit. Such obligation shall include payment by Lessee of Lessor's attorneys fees.

8. MAINTENANCE, REPAIRS AND IMPROVEMENTS.

8.1. Definitions. As used in this Section 8 and elsewhere in this Agreement, the terms listed below shall have the following meanings:

a. Deterioration. "Deterioration" and "Deteriorated" means any equipment, fixture, furnishing, facility, surface, structure or any other component of a Repair Area which has become dysfunctional due to ordinary wear and tear. (For purposes of this Section 8, any equipment, fixture, furnishing, facility, surface, structure or any other component shall be deemed dysfunctional if such equipment, fixture, furnishing, facility, surface, structure or any other component has deteriorated to a degree that cannot be remedied through Maintenance.)

b. Repairs. "Repair" or "Repairs" means any work (including all labor, supplies, materials and equipment) reasonably necessary to repair, restore, or replace any equipment, facility, structure or any other component of a Repair Area.

c. Maintenance. "Maintain" and "Maintenance" means all work (including all labor, supplies, materials and equipment) reasonably necessary for the cleaning and routine upkeep of any property, structures, surfaces, facilities, fixtures (including but not limited to media plug-ins and cable and all wiring attendant thereto); equipment or furnishings, or any other component of a Repair Area in order to preserve such items in their existing condition, ordinary wear and tear excepted.

d. Damaged Property. "Damaged Property" means any equipment, facility, structure, furniture, fixture or any other component of a Repair Area which is damaged or destroyed, including any damage or destruction resulting from the acts or omissions of third parties.

e. Improvements. "Improvements" or "Improvement" means any alterations, modifications, additions, or other construction, development, or improvement of any part of the Unit or Lessee Property which the parties jointly determine are desirable for a best of class facility.

8.2. Lessee Obligations.

a. General Obligations. The Lessee is hereby designated operator/manager of the Unit and shall be responsible for all Unit Management. Subject to the provisions of Section 8.8, the Lessee shall at its own expense, Repair and operate all Repair Areas. The Lessee shall obtain or provide, at its expense, all labor, services, materials, supplies and equipment needed to perform all management and security of the Unit. The Lessee shall not reduce, diminish or eliminate any equipment or services that it is required to provide under this Agreement without the prior written consent of the Lessor.

b. Standards. The Lessee shall Maintain, operate and Repair the entire Unit in a safe and first-class manner.

c. Cleaning and Trash Removal. The Lessee shall provide ongoing sweeping and trash removal services, and shall provide Maintenance of the Unit.

d. Emergency Maintenance. The Lessee shall provide for all necessary emergency maintenance of mechanical, electrical and plumbing facilities of the Unit.

e. Lessee's Property. The Lessee shall be responsible, at its sole expense, for Repair and Maintenance of the Unit.

f. Conduct of Repairs and Maintenance. The Lessee shall not permit or allow any deterioration of the Unit, and the Lessee shall cause all Maintenance and Repairs of the Unit required to be performed by the Lessee under this Section 8 to be performed promptly and diligently, and in a good and workmanlike manner.

g. Notice to Lessor. The Lessee shall promptly notify the Lessor (orally first, then by written notice) whenever the Lessee knows of or discovers any material defects in, damage to, or destruction of any part of the Unit, or any dangers or hazards on the Unit.

h. Obligations Regarding Damaged Property. The Lessee shall provide the insurance required by the provisions of Section 6 to cover the Repair, restoration or replacement of any portion of the Unit. The Lessee shall be responsible for the payment of all deductibles attendant to such insurance.

8.3. Lessee's Failure to Maintain or Repair. If the Lessee fails to fulfill its obligations under this Section 8, and if the Lessor reasonably determines that the condition in question, if not promptly remedied, will pose a threat to the health or safety of persons or property, the Lessor shall promptly notify the Lessee in writing of such failure, explaining the reasons why the condition in question meets the standard set forth in this Section 8, and give the Lessee a reasonable opportunity to perform the Maintenance or Repair in question. If the Lessee fails to perform the work in a reasonably prudent time and manner despite such written notice from the Lessor, the Lessor may (in addition to any other rights which it may exercise hereunder), at its election, cause such Maintenance or Repair to be performed at commercially reasonable rates and advance the costs for doing so. The Lessor shall thereupon promptly notify the Lessee, in writing, of the nature of the work performed by the Lessor (or its agents or contractors) and the cost and expense incurred by the Lessor in performing such Maintenance or Repair. Within thirty (30) days after receiving the Lessor's written notice the Lessee shall: (i) reimburse the Lessor for all such costs and expenses, or (ii) inform the Lessor, in writing that the Lessee disputes the Lessor's entitlement to charge such costs or expenses, in which case the Lessor may consider the Lessee in default and proceed pursuant to the provisions of Section 10.

8.4. Utilities. The Lessee shall bear the cost of all utilities consumed or used in any repair operations or in connection therewith (such as, by way of example and without limitation, gas, steam, electricity, water, sewer, telephone, cable, trash collection, etc.).

8.5. Improvements by Lessee. During the Term, the Lessee may make any improvements to the Unit which do not (i) adversely affect the Unit aesthetics, structure or its systems as determined by the Lessor; (ii) materially increase the cost of repairs to the Unit; (iii) violate any laws, ordinances, or regulations; or (iv) have a material adverse effect on the Lessor.

8.6. Affirmative Covenants. The Lessee covenants and agrees with the Lessor that the Lessee will:

a. Payment of Claims and Removal of Liens. (1) Cause all claims against the Lessee, the Unit or the Lessor for labor done and material and services furnished in connection with any Repair, Improvement or any other repair, replacement or restoration affecting the Unit or Lessee Property, including but not limited to any claims made against the Lessor pursuant to §31-26-107 of the Colorado Revised Statutes, to be fully paid and discharged in a timely manner, (2) diligently file or procure the filing of a valid notice of completion of any Repair, Improvement or any other repair, replacement or restoration

affecting the Unit or such comparable document as may be permitted under applicable lien laws, (3) diligently file or procure the filing of a notice of cessation, or such comparable document as may be permitted under applicable lien laws, upon the happening of cessation of labor on any Repair, Improvement or any other repair, replacement or restoration affecting the Unit or Lessee property for a continuous period of thirty (30) days or more.

9. DEFAULT AND REMEDIES

9.1. Default by the Lessee. The occurrence and continuance of any one or more of the following events constitutes a default by the Lessee under this Agreement ("Lessee Default"):

a. Failure by the Lessee to observe or perform any other covenant, agreement, condition or provision of this Agreement, if such failure shall continue for more than thirty (30) days after notice of such failure is given to the Lessee by the Lessor; provided, however, that the Lessee shall not be in default with respect to matters that cannot be reasonably cured within thirty (30) days, so long as the Lessee has promptly commended such cure, diligently proceeds in a reasonable manner to complete the same thereafter, and effectuates such cure within one (1) year after commencing such cure; the Lessee admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for the Lessee or for a major part of its property;

b. A trustee or receiver is appointed for the Lessee or for a major part of its property and is not discharged within ninety (90) days after such appointment;

c. Bankruptcy, reorganization, receivership, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any federal or state bankruptcy law, or similar law for the relief of debtors, are instituted by or against the Lessee, and, if instituted against the Lessee, are allowed against it or are consented to by it or are not dismissed within ninety (90) days after such institution; or

d. Any action of the Lessee that results in a Material Adverse Effect upon the Lessor or could so result with the passage of time;

e. Failure by the Lessee to observe or perform any covenant, agreement, condition or provision of the Lease.

9.2. Lessor's Remedies. If a Lessee Default occurs, in addition to any other rights or remedies the Lessor may have at or in equity, the Lessor shall have the following rights:

a. The Lessor may enforce the provisions of this Agreement and may enforce and protect the rights of the Lessor hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of monetary damages (including consequential damages) and all moneys due or accrued or accruing and not yet paid from the Lessee under any of the provisions of this Agreement, or any other relief or remedies to the extent permitted by law, by filing a cause of action or actions for such damages, equitable relief, of other appropriate remedies or relief from the Lessee in any court of competent jurisdiction.

b. After the time when the Lessor has given notice and any applicable cure period provided has expired, if any sums payable by the Lessee shall remain due and payable, or after the time for performance by the Lessee of any other term, covenant, provision or condition of this Agreement, or before the expiration of

that time in the event of a bona fide emergency (in which case the Lessor shall only be required to give notice as is reasonable and practical under the circumstances), the Lessor may, at the Lessor's election (but without obligation), make any payment required of the Lessee under this Agreement, or perform or comply with any covenant or condition imposed on the Lessee under this Agreement, as the Lessor deems advisable. The amount so paid plus the cost of such performance or compliance, plus interest on such sums at the then prime lending rate, shall be deemed to be additional rent payable by the Lessee immediately upon demand. No such payment, performance, or compliance by the Lessor shall constitute a waiver of default or of any remedy for default. The Lessor may, with notice to the Lessee and at any time or from time to time, charge, set off, and otherwise apply all or any part of any costs incurred by the Lessor in connection with its performance of the Lessee's obligations against any of the Lessor's obligations now or in the future.

c. No termination of any or all of the Lessee's rights under this Agreement shall deprive the Lessor of any of its remedies or actions against the Lessee for past or future rent or other sums due from the Lessee hereunder, nor shall the bringing of any action for rent or other sums or other Lessee Default be construed as a waiver of the right to obtain possession of the Unit.

d. The Lessor may exercise any of its remedies hereunder with or without exercise of its right to terminate hereunder. No action on the part of the Lessor shall be deemed to be a termination of this Agreement unless expressly stated by the Lessor to be intended to be a termination.

9.3. Default by Lessor. The occurrence of any one or more of the following events constitutes a default by the Lessor under this Agreement ("Lessor Default"):

a. Failure by the Lessor at any time to pay any sums payable by the Lessor to or on behalf of the Lessee hereunder within ten (10) days after notice from the Lessee that any such payment is past due if not paid when due (no advance or reimbursement to be paid to the Lessee pursuant to Section 8 shall be considered due until such time as all conditions precedent to the Lessee's (or any third party's) entitlement to such advance or reimbursement have been satisfied);

b. Failure of the Lessor to observe or perform any other covenant, agreement, condition or provision of this Agreement, if such failure shall continue for more than thirty (30) days after notice of such failure is given to the Lessor by the Lessee; provided, however, that the Lessor shall not be in default with respect to matters that cannot be reasonably cured within thirty (30) days, so long as the Lessor has promptly commenced such cure, diligently proceeds in a reasonable manner to complete the same thereafter, and effectuates such cure within one (1) year after commencing such cure; provided further, however, that the extension of such cure period described in the preceding proviso will not be available with respect to the Lessor's failure to observe the covenant of quiet enjoyment or to cooperate as provided herein.

9.4. Lessee's Remedies. If a Lessor Default occurs, the Lessee's sole remedy hereunder shall be a suit or suits at law for recovery of monetary damages (including consequential damages) and all moneys due or to become due from the Lessor under any of the provisions of this Agreement. The Lessee may enforce and protect such rights by filing a cause of action or actions for such damages in any court of competent jurisdiction within the Boundaries. The Lessee shall have no right to terminate this Agreement and is entitled to no equitable remedies as a result of any Lessor Default;

provided, however, nothing herein shall preclude the Lessee from seeking injunctive relief against the Lessor.

9.5. General Provisions.

a. No right or remedy herein conferred upon, or reserved to the Lessor or the Lessee is intended to be exclusive of any other right or remedy, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law, or in equity or by statute.

b. No waiver by either party of any breach of obligations, agreements, or covenants herein shall be a waiver of any subsequent breach of any obligation, agreement or covenant, nor shall any forbearance by either party to seek a remedy for any breach by the other party be a waiver by such party of any rights or remedies with respect to such or any subsequent breach, nor shall any express waiver by either party be deemed to apply to any other existing or subsequent right to remedy any default by the other party, nor shall any waiver by either party of any default or breach by the other party in the performance of any of the covenants or obligations of such other party under this Agreement be determined to have been made by the party against which the waiver is sought to be charged unless contained in a writing executed by such party.

c. In the event that either party fails to pay any payment required hereunder when due, then, without limiting any other rights of the non-defaulting party, the defaulting party shall be liable for interest thereon at the then prime lending rate from the date that such installment was due until the date paid in full.

10. SURRENDER OF UNIT

10.1. General. Upon the expiration or termination of this Agreement (by lapse of time or otherwise) the Lessee shall peaceably deliver up and surrender the Unit to the Lessor in good order, Maintenance, and Repair. The Lessee shall surrender to the Lessor all keys for the Unit at the place then fixed for the receipt of notice by the Lessor, and shall notify the Lessor in writing of all combinations of locks, safes and vaults, if any. The Lessee's obligations to observe and perform the covenants set forth in this Section 11 shall survive the expiration or earlier termination of this Agreement (by lapse of time or otherwise);

10.2. Lessor's Property. At the expiration or termination of this Agreement (by lapse of time or otherwise), all structures and fixtures incorporated into the Unit shall be deemed a part of the Unit and the same shall not be removed, except that upon the expiration or termination of this Agreement, Lessee Property, or any part thereof, shall be incorporated into the Unit only if such Lessee Property is purchased by the Lessor at the then fair market value for such Lessee Property. The Lessor may require the Lessee to remove the Lessee Property, or any part thereof, which the Lessor has not purchased and the Lessee has not voluntarily removed upon the expiration or termination of this Agreement, from the Unit. If the Lessee Property, or any portion thereof designated by the Lessor, is not removed from the Unit within a reasonable time after the Lessor's written request to so remove, not to exceed ninety (90) days, the Lessee Property, or designated portion thereof, shall be deemed abandoned, and shall, at the Lessor's election, become part of the real property constituting the Unit, with title thereto held by the Lessor or its successors in interest. Thereafter the Lessor may, at its option, (i) cause that property to be removed at the Lessee's expense, (ii) sell all or any part of such property at public or private sale, without notice to the Lessee; or (iii) declare that title to such property shall be deemed to have passed to the Lessor.

10.3. Abandoning Unit. The Lessee shall not vacate or abandon the Unit at any time during the Term. If the Lessee does so vacate or abandon the Unit or is dispossessed by process of law, any Lessee Property which may be left on the Unit following such abandonment or dispossession shall be deemed to have been abandoned by the Lessee, and in that event such property shall be disposed of by the Lessor in accordance with the provisions of Section 11.2.

11. ASSIGNMENT

The Lessee shall not assign this Agreement, except with prior written consent of the Lessor which consent may be withheld at the sole discretion of the Lessor.

12. EMINENT DOMAIN

In the event that any material part of the Unit shall at any time during the Term be taken by exercise of the power of eminent domain ("Condemnation"), whether by formal condemnation proceedings or by purchase under threat of exercise of the power of eminent domain proceedings, this Agreement shall terminate on the date on which possession is required to be delivered to the condemning authority.

13. MISCELLANEOUS

13.1. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and there are no promises, agreements, conditions, undertakings or warranties or representations, oral or written, express or implied, between them other than as herein set forth or as specifically referred to herein. This Agreement is intended to be an integration of all prior or contemporaneous promises or agreements, conditions or undertakings between the parties hereto. The Lessor and the Lessee have jointly participated in the drafting of this Agreement and any ambiguity contained in this Agreement shall not be construed against the Lessor or the Lessee solely by virtue of the fact that either the Lessor or the Lessee should be considered the drafter of this Agreement.

13.2. Notices. All notices, consents, approvals, demands and submissions (hereinafter collectively referred to as a "Notice") shall be in writing and shall be served as provided in this Section 14.2 (except as otherwise provided in this Agreement). Service of all notices under this Lease Agreement shall be sufficient if sent via certified mail return receipt requested to the following address:

Lessor: Board of County Commissioners of the County of Gunnison, Colorado
c/o County Manager's Office
200 East Virginia Avenue
Gunnison, CO 81230

Lessee: Gunnison Valley Health
711 N. Taylor Street
Gunnison, CO 81230

13.3. Force Majeure. Should any fire or other casualty, act of God, earthquake, flood, epidemic, landslide, war, riot, civil commotion, general unavailability of certain materials, strike (except as set forth below), slowdown or labor dispute (any of the foregoing hereinafter referred to as "Force Majeure") prevent performance of this

Agreement in accordance with its provisions, performance of this Agreement by either party shall be suspended or is excused to the extent commensurate with such interfering occurrence.

13.4. Successor Bound. The covenants, terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the Lessor and the Lessee and their respective successors and, to the extent permitted herein, assigns.

13.5. Governing Law. This Agreement is made, and shall be construed, under the laws of the State of Colorado.

13.6. Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify amplify or add to the interpretation, construction or meaning of any provisions of this Agreement or the scope or intent thereof, nor in any way affect this Agreement.

13.7. Plural/Singular. Wherever appropriate herein, the singular includes the plural and the plural includes the singular.

13.8. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

13.9. Further Assurances. The Lessee and the Lessor shall execute, acknowledge and deliver, without additional consideration, such instruments and documents and shall take such further actions, the Lessor or the Lessee shall reasonably request of other in order to fulfill the intent of this Agreement and transactions contemplated thereby.

13.10. Anti-Discrimination Clause. The Lessor and the Lessee shall comply with all applicable state, local and federal laws, rules, regulations, executive orders and pertaining to discrimination in employment, unlawful employment practices and affirmative action.

13.11. Amendment; Waiver. No alteration, amendment or modification hereof shall be valid unless executed by an instrument in writing by the parties hereto with the same formality as this Agreement.

13.12. Severability. If any article, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the article, section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining article, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13.13. No Joint Venture. Nothing in this Agreement shall be association between the Lessor and construed as creating a joint venture, Lessee, or any other association between the Lessor and the Lessee.

13.14. Words of Limitation. Whenever the words "including but not limited to" or "by way of example but not limitation" or any other similar prefatory words are used throughout this Agreement, such words shall be deemed to preface an example or list of

examples, which example(s) are set forth for informational purposes only and not for purposes of limitation.

13.15. No Third-Party Beneficiary. The parties understand and agree that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Lessor and the Lessee, or their successors or assigns, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third person or entity whatsoever on such Agreement. It is the express intention of the Lessor and the Lessee that any person or entity other than the Lessor or the Lessee, or their successors or assigns, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy County Clerk

GUNNISON VALLEY HEALTH FOUNDATION

By: _____

_____, Executive Director

ATTEST:

_____
Secretary