



Dealer Code \_\_\_\_\_ Dealer's Retail Location \_\_\_\_\_

Dealer Telephone \_\_\_\_\_

Prorated Amount/Amount Paid \$ \_\_\_\_\_

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between FURNITURE UNLIMITED, LLC @DOVE VALLEY 14200 E OTERO AVE, ENGLEWOOD, CO 80112 and

\_\_\_\_\_(DEALER)

\_\_\_\_\_(MAILING ADDRESS)

\_\_\_\_\_(EMAIL ADDRESS)

WITNESSETH

In consideration of the covenants, terms, conditions, agreements, and payments as hereinafter set forth, the parties hereto covenant and agree as follows:

1. PROPERTY - LEASED PREMISES

Landlord hereby leases STALL \_\_\_\_\_ unto the Tenant the following described premises: Workshop sharing arrangement in the workshop located at Dove Valley 14200 E Otero Ave., Englewood, CO 80112. Which shall hereinafter be referred to as the " leased premises " ; the leasing of which shall be covered by the terms of this agreement.

2. IMPROVEMENT SPECIFICATION

Any work not specifically set forth to be performed by Landlord in this agreement, shall be at Tenant's sole expense and responsibility. Any Tenant improvements are prohibited by Landlord. Any Tenant improvements will, at Landlords option, either remain a permanent fixture to the building or be required to be taken out by the Tenant and the Tenant's space returned to its original condition as of the date of this lease (prior to the Tenant vacating the premises) upon lease expiration. Any Equipment belonging to Tenant will be removed by Tenant when Tenant vacates the premises.

3. TERM

The term of this lease shall be on a month to month basis, unless terminated as herein provided For; Tenant may start earlier in which case the rent will be prorated. If Tenant's occupancy is delayed for more than 30 days past the commencement date of the lease Tenant will start paying rent even if Tenant is not occupying the workshop unless the



delay is caused by the Landlord. The expiration of this lease is automatically extended if Tenant starts late as further outlined in this paragraph 3 so that tenant has paid the full rent for the term of the lease as outlined in paragraph 4 of this lease. This lease automatically converts to a month-to-month agreement ( with no further signatures required ) upon the expiration of the lease or the adjusted expiration of the lease ( whichever occurs later ) as outlined in the preceding 2 paragraphs above. This lease requires 30 days written notice on the part of the tenant to terminate the lease. Therefore as an example in order for the Tenant to terminate the lease at lease expiration or adjusted lease expiration as stated above ( whichever occurs later ),

Tenant would be required to give written notice 30 days prior to the lease expiration or adjusted lease expiration ( whichever occurs later ). If the lease has expired and Tenant is therefore renting on a month-to-month as stated above, in order for Tenant to terminate the month-to-month agreement Tenant must provide 30 days prior written notice to terminate to the Landlord. This 30 day written notice must be give with an effective date of the last day of a given month only ( ie if Tenant gives notice the last day of April Tenant will still be responsible for May rent). The purpose of this month-to-month conversion is too eliminate the need for contract revisions every month. Parties acknowledge the leased premises are a portion of improvements either being constructed or existing and in the event the leased premises are not ready for occupancy as of the date above set forth, the lease shall be deemed to commence on the date the leased premises are ready for occupancy, and if such date be other than the first day of a month, the monthly rental as hereinafter set forth shall be prorated for the first month of this lease, based on the number of days the leased premises are occupied to the total number of days in said month. Parties agree in the event the leased premises are not ready for occupancy 30 days after the date of commencement as herein set forth, Tenant shall have the right to terminate this lease by giving notice of such fact to Landlord and shall have returned any sums paid to landlord under the terms hereof.

#### 4. RENT

Tenant shall pay to Landlord, by credit card, venmo, zelle, credit card, messenger, cash app, check or cash.

a. The base rental for the full term hereof shall be ( not including annual increases as outlined in this lease ) \$ \_\_\_\_\_ payable in monthly installments ( basic monthly rental of ) Three Hundred Fifty Dollars and 00/00 (\$350.00 ) in advance on the first day of each month during the term hereof. The rent includes utilities unless stated otherwise in this lease.

Landlord acknowledges receipt of the sum of Three Hundred Fifty Dollars and 00/00 ( \$ 350.00 ) paid by tenant upon the execution hereof which shall be retained by Landlord as security for the performance of all of the terms and conditions of this Lease Agreement to be performed by Tenant, including payment of all rental due under the terms hereof. Deductions may be made by

Landlord from the amount so retained for the reasonable cost of repairs to the demised premises, for any rent delinquent under the terms hereof and/or any sum used in any manner to cure any default in the performance of Tenant under the terms of this Lease. In the event deductions are made during the rental term, upon notice by the Landlord, Tenant shall redeposit such amount. Nothing herein



contained shall limit the liability of Tenant as to any damage to the demised premises and Tenant shall be responsible for the total amount of any damage and / or loss occasioned by actions of Tenant.

All monies received by Landlord concurrent with the signing of this lease must be either paid in cash, venmo, messenger, zelle, website or paid with a check that has sufficient funds in the account to clear that same day. If Tenant provides payment to Landlord with a check that will not clear the same day as provided, Landlord has the option of immediately negating this lease without any notice to Tenant and Landlord may immediately rent the space to another tenant.

b. Notwithstanding any provision herein contained, the basic monthly rental due under the terms hereof shall at no time be less than Three Hundred Fifty Dollars and 00/00 (\$350.00 ).

#### 5. TAXES - PERSONAL PROPERTY - RESPONSIBILITY

Tenant shall be responsible and pay for any and all taxes and / or assessments levied and / or assessed against any of Tenant's furniture, fixtures, equipment and items of a similar nature installed and / or located in or about the leased premises by Tenant.

#### 6. MODIFICATIONS OR EXTENSIONS

No holding over by Tenant shall operate to renew or extend this Lease without the written consent of Landlord given in conformity with requirements of any provision of the laws of the State of Colorado which may relate to such renewal or extension. No modification of this Lease shall be binding unless endorsed hereon or attached hereto and signed by the respective parties.

#### 7. APPROVAL OF SIGNS

Landlord approval is required in writing before any Tenant may install any sign to be placed in or on the leased premises including but not limited to exterior signs or window or door signs, merchandise sale signs, grand opening signs, sublease signs, etc. regardless of size or value.

#### 8. CARE OF PREMISES - RESPONSIBILITY

Landlord is not responsible to Tenant for any roof leaks that might occur or flooding - that cause damage to Tenant's equipment, inventory, supplies, and other belongings. However, Landlord is responsible to take reasonable steps to fix the roof once Tenant has informed Landlord of a roof leak. Tenant agrees that any damage that occurs from any roof leaks or flooding to Tenant's equipment, inventory, supplies, or other belongings is Tenant's responsibility ( not Landlord's ) and it is Tenant's option to obtain insurance coverage for these risks or to self-insure.

#### 9. USE OF PREMISES AND CARE OF GROUNDS

Tenant shall conform to all present and future laws and ordinances of any governmental authority having jurisdiction over the leased premises. No outside storage shall be allowed. Tenant shall not commit or suffer any waste on the leased premises. Tenant shall not permit any nuisance to be maintained on the leased premises nor permit any disorderly conduct, noise or other activity having a tendency to annoy or



disturb occupants of any part of the property of which the leased premises are a part and / or any adjoining property.

#### 10. LIABILITY FOR OVERLOAD

Tenant shall be liable for the cost of any damage to the premises or the building or the sidewalks and pavements adjoining the same which will result from the movement of heavy articles. Tenant shall not unduly load or overload the floors or any part of said premises.

#### 11. USE OF PREMISES

Tenant may use the premises for any lawful purposes within the scope of the specified use limitations described in paragraph 1 of this lease.

#### 12. INSURANCE - RESPONSIBILITIES OF LANDLORD AND TENANT

Tenant shall procure, pay for, and maintain, comprehensive public liability insurance, indemnifying both Landlord and Tenant from any loss or damage occasioned by an accident or casualty, about or adjacent to the leased premises, which policy shall be written on an " occurrence " basis, with limits of no less than One Million Dollars ( \$ 1,000,000 ) for bodily injury and not less than Fifty Thousand Dollars ( \$ 50,000.00 ) for property damage. Also Tenant's insurance coverage shall include Products Liability coverage ( for the products made on the premises ) in an amount not less than One Million Dollars ( \$ 1,000,000 ). Certificates of such insurance shall be furnished to Landlord and shall provide that said coverage shall not be changed, modified, reduced or canceled without thirty ( 30 ) days prior written notice thereof being given to Landlord. Tenant will provide Tenant's insurance agent with a copy of Addendum "A" of this lease agreement regarding Tenant's insurance requirements.

Also it is suggested ( optional coverage ) that Tenant's insurance includes coverage for loss of Tenant's equipment and Tenant's products caused by mechanical failure of equipment (including but not limited to freezers and refrigerators), flood insurance, loss from fire, and theft insurance. This insurance should also include coverage for loss of Tenant's products caused by loss of power in the subject building or power outages in the subject neighborhood. Landlord is not responsible for loss, damage, or theft of Tenant's products or equipment.

The Landlord shall be responsible for, and shall have in effect at all times, fire, extended coverage, and vandalism and malicious mischief insurance in an amount not less than 80% of the replacement value of the building on the premises. The insurance coverage to be provided by the Landlord only covers the buildings and does not include coverage for Tenant's contents, inventory, equipment, and other belongings. Certificates of insurance will be furnished to Tenant upon request therefore.

#### 13. FIRE REGULATIONS - TENANT RESPONSIBILITY

It shall be Tenant's sole exclusive responsibility to meet all fire regulations of any governmental unit having jurisdiction over the demised premises as such regulations affect Tenant's specific operations, at Tenant's sole expense.



#### 14. INSPECTION BY LANDLORD

Landlord, or its authorized representative, shall have the right to enter the leased premises during the lease term at all reasonable times during usual business hours for the purpose of inspection, and / or the performance of any work therein, and to show to prospective tenants within the time period of 30 days prior to lease expiration.

#### 15. DEFAULT - REMEDIES OF LANDLORD

If Tenant shall default in the payment of rent by more than 30 days or in the keeping of any of the terms, covenants or conditions of this Lease to be kept and / or performed by Tenant, Landlord may immediately, or at any time thereafter, re-enter the leased premises, remove all persons and property therefrom, without being liable to indictment, prosecution for damage therefor, or for forcible entry and detainer, and repossess and enjoy the leased premises, together with all additions thereto or alterations and improvements thereof. Landlord may also cancel Tenant's access to the workshop and storage space which includes but is not limited to canceling Tenant's codes ( access codes ) if applicable. Tenant agrees that in a default situation as described above Tenant will have to vacate the premises and Tenant will be responsible for the remaining rent due on this contract as liquidated damages.

#### 16. ABANDONMENT - REMEDIES OF LANDLORD

In the event Tenant is in default under the terms hereof and, by the sole determination of Landlord, has abandoned the leased premises, Landlord shall have the right to remove all of Tenant's property from the leased premises and dispose of said property in such manner as determined best by Landlord, all at the cost and expense of Tenant and without liability of Landlord for the actions so taken.

#### 17. LEGAL PROCEEDINGS - RESPONSIBILITY

In the event of any proceeding at law or in equity arising out of the terms of this lease, the non-prevailing party shall pay all costs and expenses incurred by the prevailing party including all reasonable attorney's fees.

#### 18. HOLD HARMLESS OF LANDLORD

Tenant will indemnify and hold Landlord harmless from and against any and all claims, judgements, and / or demands arising from the conduct of Tenant on the premises and / or on account of any operation or action by Tenant and / or from and against all claims arising from any breach or default on the part of Tenant or any act or negligence of Tenant, its agents, contractors, servants, employees, licensees, or invitees, or any accident, injury of death of any person or damage to any property in or about the premises.

19. ASSIGNMENT OR SUBLETTING; Tenant may not assign this Lease, or sublet all or any part of the leased premises. TENANT MAY NOT SUBLET UNDER ANY CIRCUMSTANCE. If Tenant sells their business a new month to month contract must be established with the new owner.



## 20. ACCESS

Landlord shall provide Tenant non-exclusive access through and across land owned by Landlord to the leased premises. Landlord shall have the right to designate, during the term of this Lease, non-exclusive roadways, sidewalks, and other common facilities of which the leased premises are a part.

## 21. ADDITIONAL PROVISIONS

### a. LATE CHARGE

If rental payments are not received by FURNITURE UNLIMITED, LLC, 14200 E Otero Ave, Englewood CO 80112 within five ( 5 ) days of the due date there will be a \$ 100.00 late penalty. This charge is also applicable to bounced or returned checks.

## 22. GUARANTEE AND FINANCIAL STATEMENTS

This Lease and Tenant's performance hereunder shall be personally guaranteed by Tenant.

## 23. COLORADO LAW CONTROLS

This Lease, and all terms hereunder shall be construed consistent with the laws of the State of Colorado. Any dispute resulting in litigation hereunder shall be resolved in court proceedings instituted in Colorado and in no other jurisdiction.

## 24. PARKING LIMITATION

Tenant is limited to 1 parking space(s) on the subject property for Tenant during workshop hours only. No overnight parking, except for when Tenant is working the middle of the night shift.

## 25. VEHICLES PROHIBITED ON PARKING LOT

Any vehicles of Tenant or Tenant's employees larger than a car, pick-up truck, passenger van, or a jeep are prohibited on the subject property without Landlord's written approval. Prohibited vehicles include but are not limited to campers, trailers, trucks, etc. This does not apply to Tenant's truck if applicable.

## 26. NO VERBAL AGREEMENTS OR REPRESENTATIONS

This written lease contains the complete agreement between Landlord and Tenant. There are no verbal agreements contained outside of this written lease agreement. Tenant has not relied upon any verbal representations, verbal statements, or verbal warranties made by Landlord unless contained in this written lease. It is hereby agreed that no verbal representations, verbal statements, or verbal warranties have been made by Landlord to Tenant unless contained in writing in this written lease.

## 27. TENANT AGREES TO MAINTAIN A CLEAN WORKSHOP AFTER EACH USE

Tenant agrees to properly clean up the workshop each time after Tenant's use which includes but is not limited to cleaning the counters, floors, tables, sweeping the floor, and mopping the floor.

## 28. NO MAIL BOXES PROVIDED TO TENANT AT THIS LOCATION



Tenant acknowledges that Tenant may not receive mail at the location of the workshop being rented. No mail boxes are available for Tenant's use.

#### 29. UNAUTHORIZED USE OF WORKSHOP

Tenant acknowledges that the only time Tenant may use the workshop and studio stations is during Tenant's scheduled time. If Tenant violates this condition of this lease then Tenant is subject to a \$500.00 fine and permanent loss of access to the facility at the option of Landlord. If this occurs Tenant is still financially responsible for the lease.

#### 30. AGE RESTRICTION

Tenant acknowledges that individuals under the age of 18 are not allowed in the Workshop.

#### 31. EXPIRED DOCUMENTATION FINES

Tenant acknowledges that Tenant must keep its insurance, licenses, sales tax licenses, and any other licenses current. If Tenant's insurance expires this puts Landlord at financial risk. If Tenant's licenses or other required licenses expire this puts Landlord's license at risk.

Therefore Tenant acknowledges and agrees to the following fines for expired insurance or licenses:

Expired Insurance \$ 200.00 per month fine

Expired Licenses \$ 100.00 per month fine

#### 32. TENANT ACKNOWLEDGES RISK ASSOCIATED WITH USING EQUIPMENT

Tenant acknowledges the risk of potential injury in using workshop equipment such as sanders, oscillating tools, hammers, paint sprayer, etc. Tenant agrees to bring and use their own tools. Tenant agrees that Tenant will use this equipment with care at Tenant's own risk and if Tenant becomes injured Tenant holds Landlord harmless for any blame or responsibility for such injury. Landlord is not responsible for any injuries Tenant may sustain while working in the workshop facility or using such equipment contained in the workshop facility.

#### 33. COVID-19 / OTHER VIRUSES / FACE MASKS

Landlord is currently not requiring the wearing of face masks in all areas of the workshop. It is possible that this requirement will terminate in the future.

Tenant indemnifies Landlord for any of Tenant's damages due to Covid-19 or other viruses including medical costs. Tenant will not hold Landlord responsible for any reason arising including sickness or death arising from Covid-19 or other virus issues in the workshop.



IN WITNESS WHEREOF, the parties have executed this Lease as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
FURNITURE UNLIMITED, LLC ( LANDLORD )

\_\_\_\_\_  
By ( TENANT )