

**FACILITY USE AGREEMENT
SUMMARY OF BASIC TERMS**

1. **Charter School:** Free Horizon Montessori Charter School
 - a. Free Horizon Montessori federal taxpayer identification number: 41-4701207
2. **Building Address:** 15920 W 10th Ave, Golden, CO 80401
3. **Premises:** The main school building, parking lot and drives, playfields, playgrounds, modular classrooms (if applicable) (referred to herein as the "Premises").
 - a. Approx. Total Rentable Square Footage: 49,079 square feet
4. **Initial FUA Term:** This FUA shall run concurrently with the Free Horizon Montessori charter agreement. In the event that the district renews the charter one or more times in the future, then this FUA shall also be renewed with each renewal of the charter, on the same terms and conditions of this FUA (with the understanding that the Facility Use Fee is calculated annually), unless modifications are mutually agreed upon by the parties. The conclusion of the FUA term and any renewal terms, which shall run concurrent with the length of the term of any subsequent charter, shall be the "FUA Expiration Date." The term of the initial FUA and any subsequent renewals shall be collectively referred to as the "FUA Term."
5. **Facility Use Fee:** \$248,831 per year in monthly installments of \$20,735.92 total (updated on an annual basis to reflect actual costs using the methodology provided for in Exhibit A.)
6. **Place for Payments:**

Jefferson County School District R-1
1829 Denver West Drive, #27
Golden, CO 80401
7. **Place for Notices:**

[District]
Jefferson County School District R-1 809 Quail Street Building 4
Lakewood, CO 80215
Attn: Director of Planning & Property

[Charter School]
Free Horizon Montessori
15920 W 10th Ave, Golden, CO 80401

8. **Description of Use by School:** School may use the premises 24 hours each day 7 days per week for 365 days a year for the operation of an ECE - 8 school including without limitation its before and after school programs, summer programming, school sponsored clubs, and any other ancillary uses, and for no other purpose.
9. **Utilities:** Utilities are provided by the District as described in Ex. A. The School may transfer utilities into the School's name and fund them directly at any point.

FACILITY USE AGREEMENT

This Facility Use Agreement (FUA) is made this 1st day of July 2026, between Jefferson County School District R-1 ("District"), whose address is 1829 Denver West Drive, Golden Colorado 80401, and Free Horizon Montessori Charter School, ("Charter School"), whose address is 15920 W 10th Ave, Golden, CO 80401.

ARTICLE 1 - GENERAL

1.1 Consideration. District enters into this FUA in consideration of the payment by Charter School of the Facility Use Fee herein reserved and the keeping, observance and performance by Charter School of the covenants and agreements of Charter School herein contained. In exchange for the consideration, the District grants the use of the Premises to the Charter School upon the terms and conditions hereinafter set forth.

1.2 Exhibits and Addenda to FUA. The Exhibits and Addenda listed below shall be attached to this FUA and, together with the Summary of Basic Terms, be deemed incorporated in this FUA by this reference. In the event of any inconsistency or conflict between such Exhibits and Addenda and the terms and provisions of this FUA, the terms and provisions of this FUA shall control. The Attachments, Exhibits and Addenda to this FUA are:

Exhibit A: Facility Use Fee Calculation Methodology

Exhibit B: Existing Furniture, Technology and Security Cameras

Exhibit C: Utilities

Exhibit D: Inventory of "Included Items"

ARTICLE 2 - DEFINITIONS; USE OF PREMISES

2.1 Use of Premises. Subject to the provisions, covenants and agreements herein contained, District hereby grants Charter School the use of the premises.

2.2 Premises. The "Premises" shall mean the building, parking areas, and grounds identified as Free Horizon Montessori at 15920 W 10th Ave, Golden, CO 80401.

2.3 Square Footage and Address. The Premises contains approximately the gross area and site as set forth in the Summary of Basic Terms. The address of the Premises is the address set forth in the Summary of Basic Terms.

2.4 Property. "Property" shall mean the Land, the Building, the Premises and the Improvements and any fixtures and personal property used in operation and maintenance of the Land, Building, the Premises, and Improvements other than fixtures and personal property owned by the Charter School or other users of space in the Building.

2.5 Covenant of Quiet Enjoyment. District agrees that, provided Charter School is not in default and keeps, observes and performs the covenants and agreements of Charter School contained in this FUA, Charter School shall have quiet and peaceable possession of the Premises and such possession shall not be disturbed or interfered with by District or by any person claiming by, through or under District.

2.6 Condition of Premises. Except as may be provided on an Addendum hereto, Charter School agrees that, upon taking possession of the Premises, Charter School shall be deemed to have accepted the Premises "as is."

2.7 Subject to approval of applicable governmental authorities with jurisdiction, the Charter School may display signage in various locations on the Premises, including with its name and logo or other appropriate messaging. Any costs associated with signage will be borne by the Charter School.

ARTICLE 3 - TERM OF FUA

3.1 FUA Term. "FUA Term" shall mean the period specified in the Summary of Basic Terms commencing at midnight on the Commencement Date as defined below and expiring at midnight on the Expiration Date, as specified in the Summary of Basic Terms.

3.2 Commencement Date. The term "Commencement Date" shall mean the date that possession of the Premises is tendered by District to Charter School as ready for occupancy, or the date on which this FUA is effective if the Charter School is already in possession, which shall be July 1, 2026.

ARTICLE 4 – FACILITY FEE AND OTHER AMOUNTS PAYABLE

4.1 Facility Use Fee: Charter School shall pay to the District during the FUA Term a monthly Facility Use Fee in the amount set forth in the Summary of Basic Terms. The Facility Use Fee will be due on the first day of each month and is intended to cover the costs incurred by the District of maintaining and operating the Premises and the provision of utilities. The parties agree that the amount of the Facility Use Fee was determined based on historical amounts incurred by the District for these expenses and that the actual cost during the FUA Term may be more or less than the Facility Use Fee. The District is prohibited from charging any amounts other than those allowed by C.R.S. 22-30.5-104(7)(c) and the parties agree that payment of the Facility Use Fee is not intended to be nor should it be construed to be the payment of rent as prohibited by Colo. Rev. Stat. 22-30.5-104(7)(c). The District shall provide the Charter School with its anticipated Facility Use Fee for each upcoming school year no later than March 1 of the then current school year to enable to Charter School to create its budget. The Facility Use Fee will be calculated in accordance with the methodology provided for in Exhibit A.

4.2 Reserved

4.3 Sale of Property. The District may dispose of the Property through the real estate market and procure the services of a commercial real estate broker to assist in the sale of the Property subject to the Right of First Refusal contained herein. The District shall include in any contract to sell the Property a provision pursuant to which the buyer agrees that title to the Property will be taken subject to this FUA and that buyer will be bound by the terms and conditions of this FUA. In the event of a sale and transfer of the Property, a written notice of sale and new ownership contact information will be sent to the Charter School at the address set forth. In the event that the District is planning to dispose of the Property, the District will confer with the Charter School prior to offering the property for sale.

4.4 Right of First Refusal. Charter School shall have a continuous right of first refusal (the "Right of First Refusal") to purchase the Property as described herein. If at any time during the Term, the District shall receive a bona fide offer (the "Offer") from any third party (excluding the Charter School) to purchase the Property, or any portion thereof, which Offer the District is prepared to accept, the District shall notify the Charter School (the "Right of First Refusal Notice") of such Offer. The Right of First Refusal Notice shall specify: (i) whether the offer is for the whole Property or a portion thereof and the location of the portion of the Property; (ii) the purchase prices of the Offer (iv) the expected date for closing on the purchase of the Property, or portion thereof; and (vi) all other material terms or conditions of the Offer.

Charter School may, not later than fifteen (15) business days after the District gives the Right of First Refusal Notice to Charter School (the "ROFR Election Date"), at its option, deliver written notice to the District ("Charter School's ROFR Election Notice") electing to purchase the Property, or the applicable portion thereof, upon the terms set forth in the Right of First Refusal Notice. If Charter School does not properly exercise the Right of First Refusal by delivering Charter School's ROFR Election Notice to the District on or before the ROFR Election Date, then the District shall be free to sale the Property, or the applicable portion thereof, to the offering third party (or its affiliate) on substantially the same terms as were contained in the Right of First Refusal Notice. Any qualified or conditional acceptance by Charter School of the District's Right of First Refusal Notice shall be deemed a counteroffer to the District's Right of First Refusal Notice. If there is a material economic change from the Offer originally accepted by the District from the offering third party, then this process must repeat and the District must again provide a Right of First Refusal Notice to the Charter School, which shall again have fifteen (15) business days to elect to accept.

If the Charter School provides its ROFR Election Notice, the parties shall collaboratively prepare and execute a purchase and sell agreement using the material terms provided in the Right of First Refusal Notice with only those modifications mutually agreeable to the District and Charter School. The Charter School may name or utilize a related building corporation to act as purchaser under the ROFR.

Charter School's Right of First Refusal shall, at the District's election, be null and void if Charter School is in Default under the FUA at the time the Offer is received.

However, the parties understand that the district is bound by law and district policy regarding the sale of property and nothing contained herein shall inhibit the District's ability to comply with law and district policy concerning a potential sale of the premises.

ARTICLE 5 - UTILITY, OPERATING, MAINTENANCE AND REPAIR EXPENSES

5.1 Charter School's Maintenance Obligation. Charter School shall be responsible for maintenance of any Charter School owned equipment associated with the Charter School's operations.

5.2 District's Maintenance Obligation. District shall be responsible for and shall bear the costs and expenses of replacement of, or maintenance, including routine and preventative maintenance, and repairs to all Facility Systems. A "Facility System" is defined as the systems that collectively make up or serve the Premises including without limitation HVAC, gas lines, boiler structural systems, flooring, paint, technology systems, walls, foundation(s), parking/driving areas, electrical, utility systems, plumbing, wiring, landscaping, emergency alarms, sprinklers, security systems, lighting, or other systems, roofs, foundations, exterior walls, structural elements of the Building, and pipes for water and sewer. District shall also be responsible for replacement of heating and cooling equipment only if said equipment cannot be repaired by the District. District will provide Charter School with maintenance of interior and exterior access points and site maintenance including mowing, snow removal and maintenance of drives, parking lots and sidewalks, and janitorial services, including cleaning and removal of waste and the restocking of consumable products including bathroom supplies, cleaning supplies, and paper products.

5.3 Prior to the Charter School taking possession of the property, District shall:

5.3.1 Remove all District-owned items stored within the facility, unless donated to or purchased by the Charter School by separate agreement.

5.3.2 Wipe dust and debris from all surfaces, clean and shampoo carpeting, and clean hard surface flooring. Clean all plumbing fixtures and ensure all HVAC, plumbing, electrical, fire detection, and security systems are operating and usable.

5.3.4 Clean trash and other debris from the site.

5.4 District shall provide to Charter School a full-time Facility Manager and a custodian, who shall be District employees.

5.5 The District will maintain property insurance for the Facility, in accordance with District's policies and procedures, for the full replacement value of the Property. Unless otherwise expressly agreed by the District, the Charter School shall obtain reasonably available insurance to cover damage to School's personal property and School-owned fixtures not covered by the School District's insurance coverage, including the deductible under the

District's insurance. Each party shall also maintain general/public liability insurance covering claims for bodily injury or property damage arising out of the use, occupancy or operation of the Property of not less than \$2,000,000.00 per occurrence and \$3,000,000.00 in the aggregate. Each Party will have the other Party named as an additional insured on any insurance policies related to the Property.

5.6 If the District fails to perform any of its obligations under this FUA, the Charter School may (but shall have no obligation to) perform the work at the expense of the District after giving written notice thirty (30) business days in advance to the District. The District shall reimburse the Charter School for any actual and reasonable costs, fees and expenses incurred by the Charter School in performing the District's obligations hereunder or the Charter School may withhold the commensurate amount from its payment of the Facility Use Fee.

5.7 The Parties hereby agree that, in the event of loss due to any of the perils or claims for which they have agreed to provide insurance, each party shall look first to its insurance for recovery and waive any and all claims they may now or hereafter have against each other, including under the hold harmless and indemnification provisions of this FUA, to the extent such claim is covered by either Party's insurance.

5.8 If the Premises are made unusable by damage or destruction due to fire or other casualty, the District shall make reasonable efforts to timely restore the damage and restore the Premises to its condition existing prior to the casualty for the Charter School to resume use of the Premises. During the interim period while the Premises is unusable, the District and Charter School will work together in good faith to coordinate efforts to locate the Charter School at another available District facility or facilities for Charter School to continue operations, if available. Any Facility Use Fee will be abated or adjusted to be commensurate with the use of the alternative facility, or if no facility can be provided by the District then the Facility Use Fee will be completely abated until such time as the Premises are available for use by the Charter School. If a significant portion of the Premises was not impacted by said casualty and is deemed safe, accessible and usable by the Charter School for normal operations in compliance with all applicable laws and regulations, the Charter School shall be allowed to continue operating in the undamaged portion during the restoration of the damaged portion. The parties agree to apply any insurance proceeds received for the damage to any restoration of the damaged portion of the Premises and to diligently pursue the completion of said restoration to its condition prior to said casualty.

5.9 In the event of an eminent domain proceeding against the Property that renders the Premises unsuitable for the Charter School's purposes, either the District or Charter School may elect to terminate this FUA as of the date of the actual taking by eminent domain, by notice to the other party delivered as soon as reasonably possible after a party receives notice

or otherwise becomes aware of such proceedings. If there is any award or payment by the condemning governmental entity to the District, the Charter School shall not be entitled to any portion thereof but may seek a separate award from the condemning authority for costs associated with the termination of its operations. The District agrees to promptly notify the Charter School if it receives any notice of proposed taking by a governmental entity pursuant to eminent domain.

ARTICLE 6 - OTHER COVENANTS OF CHARTER SCHOOL

6.1 Limitation on Use by Charter School. Charter School agrees to use the Premises only for the use or uses set forth as Permitted Uses by Charter School in the Summary of Basic FUA Terms.

6.2 Compliance with Laws. Charter School agrees that during the FUA Term, Charter School's use of the Premises shall be in compliance with all zoning, land use, and other applicable laws, rules, and regulations.

6.3 Compliance with Insurance Requirements. Charter School agrees that nothing shall be done or kept on the Premises which might impair or increase the cost of insurance maintained with respect to the Premises or which might increase the insured risks or which might result in cancellation of any such insurance.

6.4 No Violation of Covenants. Charter School agrees not to commit, suffer or permit any violation of any covenant, condition or restriction affecting the Premises or the Property.

6.5 Restriction on Changes and Alterations. Charter School agrees not to improve, change, alter, add to, remove or demolish any improvements on the Premises, ("Changes"), without the prior written consent of District which consent shall not be unreasonably withheld.

6.6 Assignment or Subletting. Charter School agrees not to make or permit an assignment or sublease of the premises without the District's prior written consent.

6.7 District Title to Fixtures, Improvements and Equipment. Charter School agrees that all fixtures and improvements on the Premises and all equipment and personal property relating to the use and operation of the Premises (as distinguished from operations incident to the business of Charter School), including all plumbing, heating, lighting, electrical and air conditioning fixtures and equipment, and other furniture, fixtures, and equipment owned by the District and used by the Charter School with the permission of the District, whether or not attached to or affixed to the Premises, and whether now or hereafter located upon the Premises, shall be and remain the property of the District upon expiration of the FUA Term.

6.8 Removal of Charter School's Equipment. Charter School agrees to remove, at or prior to the expiration of the FUA Term, all of Charter School's Equipment, as hereinafter defined. "Charter School's Equipment" shall mean all equipment, apparatus, machinery, signs, furniture,

furnishings and personal property owned by the Charter School and used in the operation of the business of Charter School.

6.9 Charter School Indemnification of District. To the extent permitted by law, and to the extent not covered by the District's insurance, Charter School agrees to protect, indemnify, defend, and hold District harmless from and against all liability, obligations, claims, damages, penalties, causes of action, costs and expenses, including attorneys' fees, imposed upon, incurred by or asserted against District by reason of: (a) any accident, injury to or death of any person or loss of or damage to any property occurring on or about the Premises resulting from the Charter School's operations; (b) any act or omission of Charter School or Charter School's officers, employees, agents, guests or invitees or of anyone claiming by, through or under Charter School; (c) any use which may be made of, or condition existing upon, the Premises resulting from the Charter School's operations; (d) any improvements, fixtures or equipment upon the Premises made or repaired by the Charter School; (e) any failure on the part of Charter School to perform or comply with any of the provisions, covenants or agreements of Charter School contained in this FUA; (f) any violation of any law, ordinance, order, rule or regulation of governmental authorities having jurisdiction by Charter School or Charter School's officers, employees, agents, guests or invitees or by anyone claiming by, through or under Charter School. Charter School further agrees that, in case any action, suit or proceeding is brought against District by reason of any of the foregoing, Charter School will, at Charter School's sole cost and expense, pay all costs and expenses to defend District in any such action, suit or proceeding with counsel of District's choosing. It is agreed that each party will look first to its insurance coverage to cover any of the costs associated with any claims prior to seeking indemnification or reimbursement by the other party. The Charter School will be subject to reimbursing the District for any applicable insurance deductible expenses incurred. Nothing herein shall be construed as a waiver of any part of the protections of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq., by either party and no such waiver is intended.

6.10 Access and Keys. The Charter School shall enjoy unrestricted access to the Premises. The Charter School shall be entitled to key cards for each authorized employee for entry to the Building and keys or key cards to any other lockable areas of the Property, including without limitation closets, gates, and rooms. The Charter School will be provided with any additional keys needed to access the Property for its intended purposes. At the FUA Expiration Date all key cards and keys must be returned to the District.

6.11 Rules and Regulations. Charter School shall observe and comply with rules and regulations which may be reasonably promulgated and amended from time to time by District by providing written notice thereof to Charter School.

6.12 Improvements to Premises. Charter School agrees that any proposed alterations to the space will be submitted to the District for review and approval prior to the start of the modifications, not impair the structural soundness or diminish the value of the premises, not

start until any and all required governmental permits and authorizations of various governmental subdivisions having jurisdiction have been procured and paid for and will be completed in a good and workmanlike manner and in compliance with applicable laws and the Districts design and construction technical guidelines and specifications.

6.13 Commercial Kitchen. Unless Charter School purchases Food Services from the district pursuant to a separate food services agreement, Charter School shall be responsible for the following: all permits, including health permits, that may be required for operation of the commercial kitchen, all modifications to the commercial kitchen that may be required to meet current health and building codes, and all food preparation and serving equipment as necessary to provide Charter School's food service program.

ARTICLE 7 - ENVIRONMENTAL MATTERS

7.1 Definitions.

7.1.1 Hazardous Material. Hazardous Material means any substance:

8.1.1.1 which is or becomes defined as a "hazardous material," "hazardous waste," "hazardous substance," "regulated substance," "pollutant" or "contaminant", including "biological or medical waste" under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.) and the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); or

7.1.2 Environmental Requirements. Environmental Requirements means all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, relating to the protection of human health or the environment.

7.1.3 Environmental Damages. Environmental Damages means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, incurred at any time as a result of the existence of Hazardous Material or the existence of a violation of Environmental Requirements pertaining to the premises.

7.2 Charter School's Obligation to Indemnify, Defend and Hold Harmless. To the extent not covered by the District's insurance, and to the extent allowable by applicable law, Charter School, its successors, assigns and guarantors agree to indemnify, defend, reimburse and hold harmless the following persons from and against any and all Environmental Damages arising from activities of Charter School or its employees, agents, contractors, subcontractors, or guests, licensees, or invitees which (1) result in the presence of Hazardous Materials upon, about or beneath the Premises or migrating to or from the

Premises, or (2) result in the violation of any Environmental Requirements pertaining to the Premises and the activities thereon:

7.2.1 District;

7.2.2 The directors, officers, employees, partners, agents, contractors, subcontractors, experts, licensees, affiliates, lessees, successors, assigns, guests and invitees of such persons. This obligation shall include, but not be limited to, the burden and expense of investigating and defending all claims, suits and administrative proceedings, including attorneys' fees and all such expenses incurred in enforcing the obligation to indemnify.

7.3 Negative Covenants.

7.3.1 No Hazardous Material on Premises. Except in strict compliance with all Environmental Requirements, Charter School shall not cause, permit or suffer any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged, refined, produced, manufactured, generated, refined or used upon, about or beneath the Premises by Charter School, its agents, employees, contractors, subcontractors, guests, licensees or invitees, or any other person. Charter School shall deliver to District copies of all documents which Charter School provides to any governmental body in connection with compliance with Environmental Requirements with respect to the premises, such delivery to be contemporaneous with provision of the documents to the governmental agency.

7.4 District's Right to Inspect and to Audit Charter School's Records. The district shall have the right in its sole and absolute discretion to enter and conduct an inspection of the Premises and to inspect and audit Charter School's records concerning Hazardous Materials. Charter School hereby grants to District the right to enter the Premises and to perform such tests on the Premises as are reasonably necessary in the opinion of District to assist in such audits and investigations. District shall use reasonable efforts to minimize interference with the business of Charter School by such tests, inspections and audits.

7.5 Survival of Environmental Obligations. The obligations of District and Charter School as set forth in this Article 8 and all of its sections shall survive expiration or termination of this FUA.

ARTICLE 8 - DEFAULTS BY CHARTER SCHOOL

8.1 Defaults Generally. Each of the following shall constitute a "Default by Charter School" under this FUA.

8.2 Failure to Pay Facility Use Fee or Other Amounts. A Default by Charter School shall exist if Charter School fails to pay Facility Use Fee, or any other amounts payable by Charter School under the terms of this FUA, within five (5) days after such amount is due.

8.3 Violation of FUA Terms. A Default by Charter School shall exist if Charter School breaches or fails to comply with any agreement, term, covenant or condition in this FUA.

8.4 Transfer of Interest Without Consent. A Default by Charter School shall exist if Charter School's interest under this FUA or in the Premises shall be transferred to or pass to or devolve upon any other party without District's prior written consent.

ARTICLE 9 - DISTRICT'S REMEDIES

9.1 Remedies Generally. Upon the occurrence of any Default by Charter School, District shall have the right, at District's election, then or at any time thereafter, to exercise any one or more of the following remedies.

9.2 Termination of FUA and Damages. In the event of a Default by Charter School, District may terminate this FUA, effective at such time as may be specified by written notice to Charter School, and demand possession of the Premises from Charter School.

ARTICLE 10 - SURRENDER AND HOLDING OVER

10.1 Surrender upon FUA. Upon the FUA Expiration Date, earlier termination or on the date specified in any demand for possession by District after any Default by Charter School, Charter School agrees to surrender possession of the Premises to District broom clean, with all lighting, doors, and electrical and mechanical systems (including, without limitation, all HVAC facilities) in good working order and condition, all walls in clean condition and holes or punctures in the walls repaired, and otherwise in the same condition as when Charter School first occupied the Premises, ordinary wear and tear excepted.

10.2 Holding Over. If Charter School shall hold over after the expiration of the FUA Term, without written agreement providing otherwise, Charter School shall be deemed to be a Charter School at sufferance, at a monthly charge, payable in advance, equal to two hundred percent (200%) of the Facility Use Fee, and Charter School shall be bound by all of the other terms, covenants and agreements of this FUA.

ARTICLE 11 - MISCELLANEOUS

11.1 Termination by Either Party. At any time during the FUA term, either party may terminate this FUA by providing 12 months written notice addressed to the other party at the address set forth. The Charter School cannot exercise this provision if Charter School is in Default.

11.2 No Implied Waiver. No failure by District to insist upon the strict performance of any term, covenant or agreement contained in this FUA, no failure by District to exercise any right or remedy under this FUA, and no acceptance of full or partial payment during the continuance of any Default by Charter School, shall constitute a waiver of any such term, covenant or

agreement, or a waiver of any such right or remedy, or a waiver of any such Default by Charter School.

11.3 Binding Effect. This FUA shall extend to and be binding upon the heirs, executors, legal representatives, successors and assigns of the respective parties hereto.

11.4 Notices and Demands. All notices, demands or billings under this FUA shall be in writing, sent by registered or certified United States mail, postage prepaid, addressed to the party to receive the notice at the address set forth.

11.5 Force Majeure. In the event that either Party shall be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, the inability to obtain building inspections, approvals, or permits, stop work orders, the inability to obtain a certificate of occupancy, failure of power or unavailability of utilities, riots, insurrection, war or other reason of like nature not the fault of the Party.

11.6 Time of the Essence. Time is of the essence under this FUA.

11.7 Severability. If any provision of this FUA shall be held invalid or unenforceable, the remainder of this FUA shall not be affected thereby.

11.8 Governing Law and Venue. This FUA shall be interpreted and enforced according to the laws of the State of Colorado.

11.9 Entire Agreement/Further Assurances. This FUA and any exhibits and addenda referred to herein, constitute the final and complete expression of the parties' agreement with respect to the Premises and Charter School's occupancy thereof. No provisions of this FUA may be amended or added to except by an agreement in writing signed by the parties hereto.

11.10 Relationship of District and Charter School. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this FUA nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of District and Charter School.

11.11 Authority of Signatories. Each individual executing this FUA on behalf of the respective Party represents and warrants that he is duly authorized to deliver this FUA on behalf of the Party and that this FUA is binding upon the Party in accordance with its terms. This FUA may be executed electronically and in counterparts, and each executed counterpart will have the force and effect of the original FUA.

IN WITNESS WHEREOF, the parties hereto have caused this FUA to be executed the day and year first above written.

Jeff Gatlin 2026-07-13

Jeff Gatlin
Chief Operating Officer
Jeffco Public Schools

Kristy Kibler 2026-07-07

Kristy Kibler
President
Free Horizon Montessori Board of Directors

Exhibit A to the FUA: Facility Use Fee Calculation Methodology

It is agreed that the Facility Use Fee will be calculated by taking the actual total costs for Utilities, Custodial Services, Site Maintenance, Building Maintenance, Environmental Services, and Facilities Management of similar/like facilities operated by the District divided by the total square footage of those facilities to yield a per square foot cost average, multiplied by the square footage of the Premises as defined in the Summary of Basic Terms.

If the amount of the Facility Use Fee ever increases by more than 5% from one year to the next upon the request of the Charter School the District will provide the Charter School with a detailed accounting and narrative explanation as to the cause of the increase.

Exhibit B to the FUA: Existing Furniture, Technology and Security Cameras

This Exhibit B ("Exhibit") is attached to and incorporated into the Facility Use Agreement with an effective date of July 1, 2026 ("FUA") Jefferson County School District R-1 ("District"), whose address is 1829 Denver West Drive, Golden Colorado 80401, and Free Horizon Montessori Charter School, ("Charter School"), whose address is 15920 W 10th Ave, Golden, CO 80401. Capitalized terms not defined herein have the meanings set forth in the Lease.

1. Included Furniture and Technology

The District acknowledges that, as of the Commencement Date, the Premises contain certain furniture, fixtures, equipment, and technology items ("Included Items") made available for Charter School's use during the Term. Certain of the Included Items, as identified on the attached Exhibit D, are granted to the Charter School and are the personal property of the Charter School.

2. Condition; "As-Is"

Charter School acknowledges and agrees that the Included Items are provided "AS IS," "WHERE IS," and "WITH ALL FAULTS," with no representations or warranties, express or implied, by District, including without limitation any warranty of merchantability, fitness for a particular purpose, or compliance with applicable laws.

3. No Maintenance, Repair, or Replacement Obligation

Notwithstanding anything to the contrary in the FUA:

District shall have no obligation to maintain, service, repair, upgrade, or replace any Included Items; All maintenance, repairs, and replacements of the Included Items, if any, shall be Charter School's sole responsibility and expense; and the District shall not be required to replace any Included Item due to wear and tear, malfunction, or damage.

4. Technology and Data Disclaimer

District shall have no responsibility or liability for:

Compatibility, performance, uptime, or security of any technology or equipment; Data loss, system failures, or cybersecurity incidents related to Charter School's use of the Included Items; or

Compliance with any IT, privacy, or data security requirements applicable to Charter School.

Charter School is solely responsible for backing up its data and ensuring its systems meet Charter School's operational and legal requirements.

Exhibit C: Utilities

District agrees to provide, as part of the Facility Use Fee, all water, gas, electric, light, power, trash removal, and sewer charges, together with any taxes thereon, for and during the FUA Term time of this Lease.

It is further agreed that for the 2026-27 School Year the District will allow the Charter School to keep its existing telephone system, including without limitation the equipment and services, at no additional charge. After the 2026-27 School Year the Parties agree to negotiate in good faith regarding the future use of the telephone system currently being provided by the District.

Tenant shall be responsible for contracting for and paying for any additional utilities it desires, including, without limitation, internet or cable service for the Premises.

Utility Cost Breakdown Jefferson County Public Schools Free Horizon Montessori -- 1/2025 to 12/2025

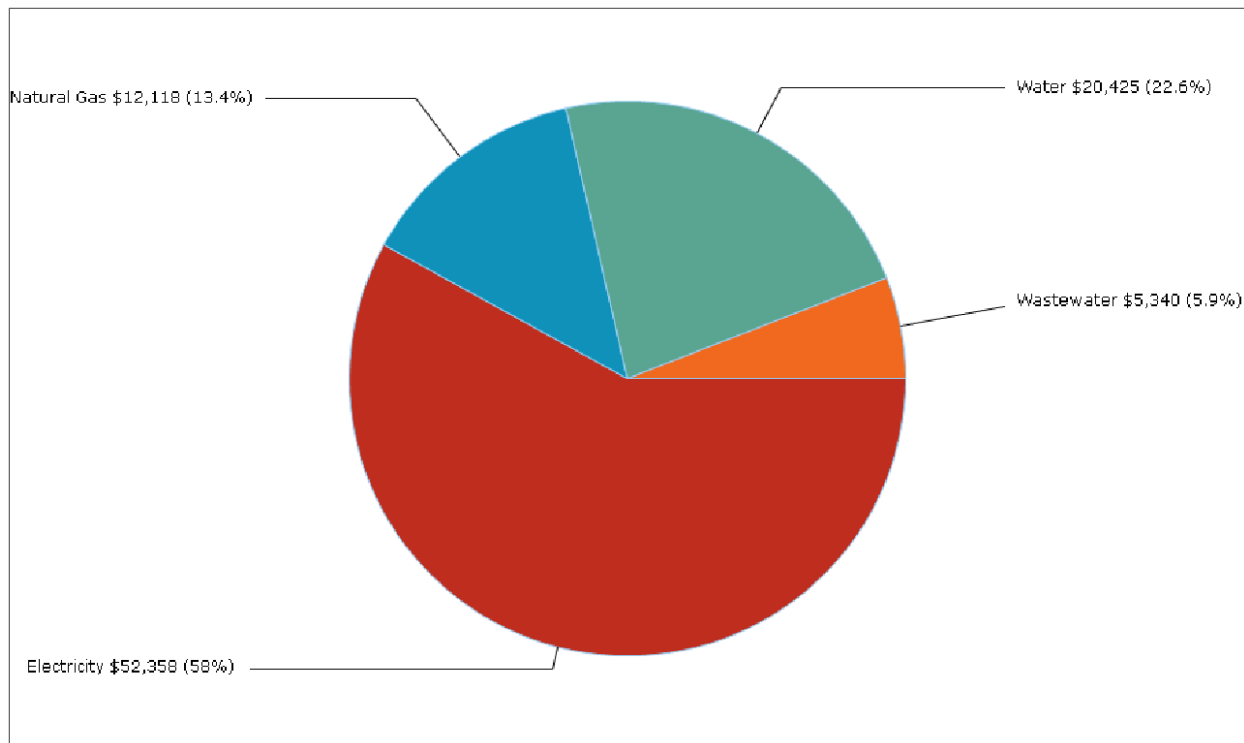


Exhibit D: Inventory of “Included Items”

Items that are the personal property of the Charter School:

- Mimio (Qty 16)
- Windows (Qty 69)
- Apple Macs (Qty 13)
- Apple iPads (Qty 26)
- Chrome Devices (Qty 183)
- Any furniture currently in the Premises

Audit trail

Details

FILE NAME FUA FHM Final_July 2026.docx - 7/7/26, 10:58 AM.pdf

STATUS ● Signed

STATUS TIMESTAMP 2026/07/13
12:14:56 UTC

Activity



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179903e@jeffcoschools.us **sent** a signature request to:

- Jeff Gatlin (179498e@jeffcoschools.us)
- Kristy Kibler (kkiblerfhmboard@gmail.com)

2026/07/07
17:01:18 UTC



SIGNED

Signed by Kristy Kibler (kkiblerfhmboard@gmail.com)

2026/07/07
18:00:38 UTC



SIGNED

Signed by Jeff Gatlin (179498e@jeffcoschools.us)

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This document has been signed by all signers and is **complete**

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