

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made and entered into as of the Effective Date (defined below) by and between the **CITY AND COUNTY OF DENVER**, a home rule municipal corporation of the State of Colorado ("City"), and **WEST COMMUNITY ECONOMIC DEVELOPMENT CORPORATION**, a Colorado nonprofit corporation, dba BuCu West, whose principal office address is 4200 Morrison Road, Unit 3, Denver, Colorado 80219 ("Lessee"). The City and Lessee shall each be referred to as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the City owns a commercial building located at 1000 S Lowell Blvd, Denver, Colorado, 80219 (“Premises” or “Leased Premises”) more fully described in Exhibit A; and

WHEREAS, Lessee has previously occupied space in the Premises under a sublease with the prior lessee of the Premises, Una Mano Una Esperanza (“Prior Lessee”); and

WHEREAS, the Prior Lessee’s lease of the Premises terminated as of February 20, 2026, and the Prior Lessee has vacated the Premises as of such date; and

WHEREAS, as a result of the termination of the Prior Lessee’s lease, the City is in the process of offering the Premises for lease to a substitute not-for-profit organization for the purpose of continuing the occupancy and use of the Premises as a community serving facility (“Lease Purpose”), pursuant to a request for proposals that has been or will be issued by the City (“RFP Process”); and

WHEREAS, until a lease is entered into with the selected organization as a result of the RFP Process, the City desires to enter into this Lease with Lessee so Lessee can, pursuant and subject to the terms and conditions of this Lease, operate the Premises for the Lease Purpose;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the City and the Lessee agree as follows:

1. **LEASED PREMISES:** Subject to the terms of this Lease, the City agrees to lease, demise, and let unto Lessee and the Lessee does hereby lease from the City the Premises, as depicted on **Exhibit A** attached hereto and incorporated herein, containing approximately 23,444 square feet. The description and depiction contained on **Exhibit A** may be modified upon the written authorization of the City's Director of Real Estate or her designee (the "Director") to correct minor, technical errors.

2. **TERM AND OPTION:** The term of this Lease ("Term") shall commence on February 21, 2026 ("Effective Date" or "Commencement Date") and shall terminate at 11:59 pm Mountain Time on the date that is one (1) day prior to the date the City enters into a new lease for the Premises with the selected organization as a result of the City's RFP Process described above; provided, however, the City shall have the right at any time and for any or no reason to terminate this Lease with thirty (30) days advance written notice to Lessee. Lessee understands and agrees that, by entering into this Lease, (a) Lessee has no obligation to participate in the City's RFP Process; and (b) if Lessee decides to participate in the RFP Process, the City does not make any representation, warranty, guarantee, or promise that Lessee will be selected or otherwise given undue consideration as the organization to lease and operate the Premises, as all applications received in accordance with the RFP Process will be given due and unbiased consideration in accordance with the applicable provisions of the Charter, ordinances and Executive Orders of the City and County of Denver. The City shall give Lessee reasonable advance written notice, subject to the City's approval and execution processes, of the date this Lease will terminate as a result of a new lease being entered into with the selected organization as a result of the City's RFP Process.

3. **RENT, UTILITIES, MAINTENANCE AND REPORTS.**

a. **Rent.** Annual rent shall be paid by Lessee to the City on the first business day after the full execution and delivery of this Lease to Lessee (annual rent, together with any other amounts payable to the City by Lessee under this Lease, are collectively referred to as "Rent" or "Rents"). All Rents shall be paid to the City or to another party as otherwise specified by the City

to receive Rents on its behalf. Should the City specify another party to receive Rents, Lessee will be given written notice of such change no less than seven (7) days prior to the next succeeding Rent due date so that Lessee is allowed time sufficient to deliver Rents on or before the due date. The Rent payable by Lessee shall be:

Rent \$ 10.00 per year

In addition to the foregoing, at such time that the City Assessor assesses a possessory interest or other related tax to the Leased Premises, Lessee shall pay before delinquency any and all taxes, assessments, and other charges levied, assessed or imposed, and which become payable during the Term, upon Lessee's operations, occupancy, or conduct of business at the Leased Premises, resulting from Lessee's occupation of the Leased Premises, or upon Lessee's equipment, furniture, appliances, trade fixtures, and other personal property of any kind installed or located on the Leased Premises. Such taxes include any possessory interest taxes resulting from this Lease of the Leased Premises.

b. **Utilities Repairs and Maintenance.** The Parties shall be responsible for utilities, repairs and maintenances as described in **Exhibit B**. The City will not be liable for any reason for any loss or damage resulting from an interruption of any of these services. Lessee shall pay prevailing wages, as set by the City's prevailing wage ordinance (§20-76, DRMC) for any services set forth in the prevailing wage ordinance which may include, but is not limited to such services as interior maintenance and snow removal. Lessee shall have no right to make repairs to the Premises at City's expense.

c. During the third month of each calendar quarter in March, June, September and December, Lessee will schedule a meeting with the Director to report on the Lessee's operation of the community center throughout the Term. The City will use best efforts to be available for such quarterly meeting. Meetings may be held in person or virtually for approximately 30 to 60 minutes. The agenda must include summaries from each of the Lessee's relevant partners and a listing of entities using the Property.

4. **USE:** The Leased Premises are to be used and occupied by Lessee solely for community center uses, in compliance with the Westwood Neighborhood Plan, and for no other

purpose, unless the Director agrees to another use, which consent shall not be unreasonably withheld. The Lessee shall not use or permit the Leased Premises to be used for any purpose prohibited by the laws of the United States of America, the State of Colorado, or the Charter, ordinances or Executive Orders of the City and County of Denver. The Lessee shall not commit or suffer to be committed any waste or damage upon the Leased Premises or any nuisance to be created or maintained thereon. The Lessee shall also keep the Leased Premises free and clear from all trash, debris, and waste resulting from its use or the use by its employees, officers, agents, invitees and visitors. Lessee shall not record this Lease or a memorandum thereof.

The parking lot adjacent to the Premises is shared with a nearby, city owned, property currently leased to Mile High Montessori, as well as the small public library located within the building. Lessee hereby acknowledges that the nearby property will use the parking lot for both customer parking and access. Lessee also hereby acknowledges that such access will not be impeded by Lessee, its licensees or invitees.

5. **PUBLIC BENEFIT**: Pursuant to the requirements of Executive Order 100, the Lessee will be required to submit a one to two-page annual report demonstrating the continued public purpose of this Lease, the benefit to the City, and Lessee's plans for the upcoming calendar year.

6. **"AS IS" CONDITION**: The Leased Premises are accepted by Lessee in an "AS IS, WHERE IS" condition, with all faults and defects. No additional work will be performed by the City and Lessee hereby accepts the Leased Premises in its as is condition. The City does not make and disclaims any warranty or representation whatsoever, express or implied, and shall have no obligation or liability whatsoever, express or implied, as to the condition of or any other matter or circumstance affecting the Leased Premises.

7. **QUIET ENJOYMENT**: Lessee shall and may peacefully have, hold and enjoy the Leased Premises, subject to the other terms hereof, provided that Lessee pays the Rents herein recited and performs all of Lessee's covenants and agreements herein contained.

8. **ENTRY BY CITY:** Lessee shall permit representatives of the City to enter into and upon the Leased Premises after receiving reasonable prior notice from the City to inspect the same, except in the case of emergencies, in which case the City will attempt to contact Lessee and if the City is unable to contact Lessee and the emergency is imminent, in the City's sole discretion, the City may enter into and upon the Leased Premises without notice, and Lessee shall not be entitled to any abatement or reduction of Rent by reason thereof. City shall not cause unreasonable interference in the normal course of Lessee's business and Lessee or an authorized employee or agent shall have the right to accompany the City during its inspections.

9. **CARE AND SURRENDER OF THE LEASED PREMISES:** At the termination of this Lease, Lessee shall deliver the Leased Premises to the City in substantially the same condition as exercised on the date hereof, reasonable wear and tear excepted. Lessee shall not remove any personal property from the Leased Premises without the prior express written permission of the City.

10. **INDEMNITY:** The Lessee shall defend, indemnify, and save harmless the City, its officers, agents and employees from any and all losses, damages, claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including without limitation Workers' Compensation claims, of or by anyone whomsoever, that the City may sustain or on account of injuries to the person or property of the City, its agents or employees or to injuries or death of any other person rightfully on the Leased Premises for any purpose whatsoever, where the injuries are caused by the negligence or misconduct of the Lessee, the Lessee's agents, employees, subtenants, assignees, or of any other person entering upon the Leased Premises under express or implied invitation of the Lessee or where such injuries are the result of the violation of the provisions of this Lease by any of such persons. This indemnity shall survive the expiration or earlier termination of this Lease. Lessee need not, however, indemnify or save harmless the City, its officers, agents and employees from damages resulting from the sole negligence of the City's officers, agents and employees. This indemnity clause shall also cover the City's defense costs, in the event that the City, in its sole discretion, elects to provide its own defense. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Lessee under this Lease subject to compliance with the

provisions of Section 17 below. The Lessee shall procure and maintain, at its own expense and cost, any additional kinds and amounts of insurance that it may deem necessary.

11. **LOSS OR DAMAGE**: The City shall not be liable or responsible to Lessee for any loss or damage to any property or person occasioned by theft or fire, natural disasters, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of any governmental entity other than the City. Likewise, Lessee shall not be liable or responsible to City for any loss or damage to the Leased Premises occasioned by theft, vandalism, fire, natural disasters, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of any governmental entity. In the event of a fire or other casualty in or to the Leased Premises, Lessee shall immediately give notice thereof to City. In case of partial destruction of the Leased Premises by fire, or other casualty, the City at its discretion may repair the Leased Premises with reasonable dispatch after notice of said partial destruction. If the Leased Premises are made untenable by fire, the elements, or other casualty, or if the Leased Premises are partially destroyed to the point where City, within a reasonable time, decides not to rebuild or repair the Leased Premises, then this Lease shall terminate and any Rent shall be prorated and payable only up until the time of the partial or full destruction of the Leased Premises.

12. **HAZARDOUS SUBSTANCES**: Lessee shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Leased Premises by Lessee, Lessee's agents, employees, contractors, or invitees. If Hazardous Substances are used, stored, generated, or disposed of on or in the Leased Premises, or if the Leased Premises become contaminated in any manner due to the actions or inactions of the Lessee, Lessee shall indemnify and hold harmless the City from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising during or after the Term and arising as a result of those actions or inactions by Lessee. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if

Lessee causes or permits the presence of any Hazardous Substance on the Leased Premises and that results in contamination, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the Leased Premises to the condition existing prior to the presence of any such Hazardous Substance on the Premises. Lessee shall first obtain City's approval for any such remedial action. As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Colorado, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCBs"), and petroleum.

13. **HOLDING OVER:** If after the expiration of the Term and any extensions of the Term of this Lease, Lessee shall remain in possession of the Leased Premises or any part thereof, and continue to pay Rent, without any express agreement as to such holding over, then such holding over shall be deemed and taken to be a periodic tenancy from month-to-month, subject to all the terms and conditions of this Lease, except for the provisions relating to the period of Lessee's occupancy, and at a Rent equivalent to 150% of the then current monthly installment of Rent due hereunder, payable in advance on the first day of each calendar month thereafter. Such holding over may be terminated by City or Lessee upon ten (10) days' notice. In the event that Lessee fails to surrender the Leased Premises upon termination or expiration of this Lease, or such month-to-month tenancy, then Lessee shall indemnify City against loss or liability resulting from any delay of Lessee in not surrendering the Leased Premises.

14. **REMEDIES UPON BREACH:** In the event of a breach of this Lease by Lessee, the City may have any one or more of the following described remedies, in addition to all of the rights and remedies provided at law or in equity:

(a) The City may terminate this Lease and forthwith repossess the Leased Premises and be entitled to recover as damages a sum of money equal to the total of (i) the cost of recovering the Leased Premises, including reasonable attorneys' fees; (ii) damages for the wrongful withholding of the Leased Premises by Lessee; (iii) unpaid taxes or assessments and (iv) any other

sum of money in damages owed by Lessee to City as a result of its use and occupancy of the Leased Premises.

(b) Before exercising any remedy or right herein or in law or equity, the City shall supply written notice of such default to the Lessee and provide fifteen (15) days from the date of such notice to cure the noted default.

15. **ASSIGNMENT**: Lessee may assign its interest in this Lease only with the express written consent of the City. In order to assign the Lease, Lessee must provide written notice to the Director explaining the reason for the assignment, the name of the assignee, and an explanation for how the assignment will fit the needs of the community. The assignment is only valid once the express written consent of the Director is provided to Lessee.

16. **PAYMENT OF CITY MINIMUM WAGE**: Lessee shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Lease, Lessee expressly acknowledges that Lessee is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Lessee, or any other individual or entity acting subject to this Lease, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

17. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under this Lease, the Lessee may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Lessee shall insert the foregoing provision in all subcontracts for or relating to the Leased Premises.

18. **LESSEE'S INSURANCE:**

(1) Lessee agrees to secure, at or before the time of execution of this Lease, the following insurance covering all operations, goods or services provided pursuant to this Lease. Lessee shall keep the required insurance coverage in force at all times during the term of this Lease, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Lease. Such notice shall reference the City contract number listed on the signature page of this Lease. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Lessee shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Lessee shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Lease are the minimum requirements, and these requirements do not lessen or limit the liability of the Lessee. The Lessee shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Lease.

(2) Proof of Insurance: Lessee may not commence services or work relating to this Lease prior to placement of coverages required under this Lease. Lessee certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Lease. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Lease shall not act as a waiver of Lessee's breach of this Lease or of any of the City's rights or remedies under this Lease. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(3) Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Lessee and Lessee's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(4) Waiver of Subrogation: For all coverages required under this Lease, Lessee's insurer shall waive subrogation rights against the City.

(5) Subcontractors and Subconsultants: Lessee shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Lease) procure and maintain coverage as approved by the Lessee and appropriate to their respective primary business risks considering the nature and scope of services provided.

(6) Workers' Compensation and Employer's Liability Insurance: Lessee shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

(7) Commercial General Liability: Lessee shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

(8) Property Insurance: Lessee shall provide 100% replacement cost for Lessee's tenant improvements and personal property. Business Interruption coverage shall be included with limits not less than the annual payments due to the City during the Term of this Lease. Lessee understands and acknowledges that the City does not provide any insurance coverage for any property of the Lessee, its agents, employees or assignees located in the Leased Premises and Lessee acknowledges and agrees that the Lessee, its agents, employees and assignees

have no claim against the City for any damage or loss of personal property and belongings of Lessee, its agents, employees or assignees in the Leased Premises.

19. **VENUE, GOVERNING LAW**: This Lease shall be construed and enforced in accordance with the laws of the State of Colorado, without regard to the choice of law thereof, and the Charter and Revised Municipal Code of the City and County of Denver. Venue for any legal action relating to this Lease shall lie in the State District Court in and for the City and County of Denver, Colorado.

20. **RIGHT AND OBLIGATION TO SUBLEASE**: The Lessee shall not sublet the Leased Premises without first obtaining the written consent of the Director. A “sublease” or “subtenant” shall mean a party that shall occupy the Premises for 30 consecutive days or more. This provision does not apply to license agreements as described below. Notwithstanding anything to the contrary in this section or elsewhere in this Lease, Lessee agrees that, in order to continue the occupancy and use of portions of the Premises (each, a “Subleased Premises”) by third parties that were subtenants of the Prior Lessee on the date its lease was terminated (each, a “Subtenant”), Lessee shall take commercially reasonable actions to cause (a) each Subtenant that desires to continue to occupy its Subleased Premises and is acceptable to the City to sign a new sublease with Lessee on a form prepared by and otherwise acceptable to the City (each, a “Sublease”), with each Sublease having a commencement date that is concurrent with the Commencement Date of this Lease; and (b) fully executed copies of each Sublease in the required form to be delivered to the City within five (5) business days after the full execution and delivery to Lessee of this Lease by the City. In the event any Subtenant does not timely sign and deliver a Sublease in the required form, Lessee shall not be in default under this Lease as a result thereof, but Lessee shall not permit any such Subtenant to continue to occupy its Subleased Premises and Lessee shall cause such Subtenant to surrender and vacate its Subleased Premises in the condition required in its sublease with the Prior Lessee.

21. **LICENSE AGREEMENT**: The Lessee shall use a license agreement for all licensees with license terms less than or equal to 30 days. Lessee shall comply with this Lease and

shall require that all licensees comply with this Lease. Lessee shall not charge a fee for any licensee to use the Premises.

22. **NO SALE OR ADVERTISING OF TOBACCO PRODUCTS**: The Lessee, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order No. 13, which prohibits the sale or advertisement of tobacco products on City owned property and in facilities owned or operated or controlled by the City and County of Denver. "Sale" includes promotional distribution, whether for consideration or not, as well as commercial transactions for consideration. "Advertising" includes the display of commercial and noncommercial promotion of the purchase or use of tobacco products through any medium whatsoever, but does not include any advertising and sponsoring which is a part of a performance or show or any event displayed or held in City facilities.

23. **EXAMINATION OF RECORDS AND AUDITS**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at the City's election in paper or electronic form, any pertinent books, documents, papers and records related to Lessee's performance pursuant to this Lease, provision of any goods or services to the City, and any other transactions related to this Lease. Lessee shall cooperate with the City representatives and the City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Lease or expiration of the applicable statute of limitations. When conducting an audit of this Lease, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Lessee to make disclosures in violation of state or federal privacy laws. Lessee shall at all times comply with D.R.M.C. 20-276.

24. **AMENDMENT**: No alteration, amendment or modification of this Lease shall be valid unless evidenced by a written instrument executed by the parties hereto with the same formality as this Lease; however, the Director shall have the authority to execute amendments or

other agreements which make technical, minor, or non-substantive changes to this Lease. The failure of either party hereto to insist in any one or more instances upon the strict compliance or performance of any of the covenants, agreements, terms, provisions or conditions of this Lease, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision or condition, but the same shall remain in full force and effect.

25. **SEVERABILITY**: If any portion of this Lease is determined by a court to be unenforceable for any reason, the remainder of this Lease remains in full force and effect.

26. **BINDING EFFECT**: This Lease when executed and when effective, shall inure to the benefit of and be binding upon the successors in interest or the legal representative of the respective parties hereto.

27. **THIRD PARTIES**: This Lease does not, and shall not be deemed or construed to, confer upon or grant to any third party or parties any right to claim damages or to bring any suit, action or other proceeding against the parties hereto because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

28. **NOTICES**: All notices hereunder shall be given to the following by hand delivery or by certified mail, return receipt requested:

To the City: Director of Real Estate
201 W. Colfax Ave., Dept. 1010
Denver, CO 80204
RealEstate@denvergov.org

With a copy to: Denver City Attorney's Office
201 W. Colfax, Department 1207
Denver, Colorado 80202

To Lessee: West Community Economic Development
Corp
4200 Morrison Road, Unit 3
Denver, CO 80219

With a copy to:

Southwest Denver Coalition
1000 South Lowell Boulevard
Denver, Colorado 80219

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons to receive such notices. The effective date of service of any such notice shall be the date such notice is deposited in the mail or hand-delivered to the Party.

29. **IMPROVEMENTS AND ALTERATIONS:**

a. By City: Unless otherwise expressly stipulated herein, the City shall not be required to make any improvements to or repairs of any kind or character on the Leased Premises during the term of this Lease.

b. By Lessee: Lessee shall make no alterations in or additions to, nor post any signage on, the Leased Premises without first obtaining the written consent of the Director on behalf of the City, which consent shall be within the City's sole discretion. Lessee shall, after obtaining the written consent of the Director, repair any damage resulting from Lessee's occupancy of the Leased Premises, and shall indemnify and hold the City harmless against any liability, loss, damage, costs or expenses, including attorneys' fees, on account of any claims of any nature whatsoever, including but not limited to claims of liens by laborers, material suppliers, or others for work performed, or materials or supplies furnished to Lessee or persons claiming under Lessee.

30. **ENTIRE AGREEMENT:** The parties acknowledge and agree that the provisions contained herein and Exhibits hereto constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect.

31. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any performance hereunder constitute or be construed to be a waiver by any party of or any breach of covenant or condition or of any default which may then exist. The rendering of any such performance when any breach or default exists shall in no way impair or prejudice any right or

remedy available with respect to such breach or default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of this Lease shall be deemed or taken to be a waiver of any other default or breach.

32. **NO PERSONAL LIABILITY:** No elected official, director, officer, agent or employee of the City, nor any director, officer, employee or personal representative of Lessee shall be charged personally or held contractually liable by or to the other party under any term or provision of this Lease or because of any breach thereof or because of its or their execution, approval or attempted execution of this Lease.

33. **CONFLICT OF INTEREST BY CITY OFFICER:** Lessee represents that to the best of its information and belief, no officer or employee of the City is either directly or indirectly a party or in any manner interested in this Lease, except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

34. **APPROPRIATION:** All obligations of the City under and pursuant to this Lease are subject to prior appropriation of monies expressly made by the City Council for the purposes of this Lease and paid into the Treasury of the City.

35. **AUTHORITY TO EXECUTE:** Lessee represents that the persons who have affixed their signatures hereto have all necessary and sufficient authority to bind Lessee.

36. **PARAGRAPH HEADINGS:** The paragraph headings are inserted only as a matter of convenience and for reference and in no way are intended to be a part of this Lease or to define, limit or describe the scope or intent of this Lease or the particular paragraphs to which they refer.

37. **CITY'S EXECUTION OF AGREEMENT:** This Lease is expressly subject to and shall not be or become effective or binding on the City until approval by its City Council, full execution by all signatories set forth below, and delivered to Lessee.

38. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Lessee consents to the use of electronic signatures by the City. This Lease, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of this Lease solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of this Lease in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals, if any, at Denver, Colorado, as of the Effective Date.

LESSEE:

WEST COMMUNITY ECONOMIC DEVELOPMENT CORPORATION,
a Colorado nonprofit corporation, dba BuCu West

Signed by:
Jose Esparza
Signed: _____
CTAECEC95A5848A...

Printed Name: Jose Esparza

Title: Executive Director

Contract Control Number: FINAN-202684002-00
Contractor Name: WEST COMMUNITY ECONOMIC DEVELOPMENT CORPORATION

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:
CORPORATION

FINAN-202684002-00
WEST COMMUNITY ECONOMIC DEVELOPMENT

By: SEE ATTACHED SIGNATURE PAGE

Name: _____
(please print)

Title: _____
(please print)

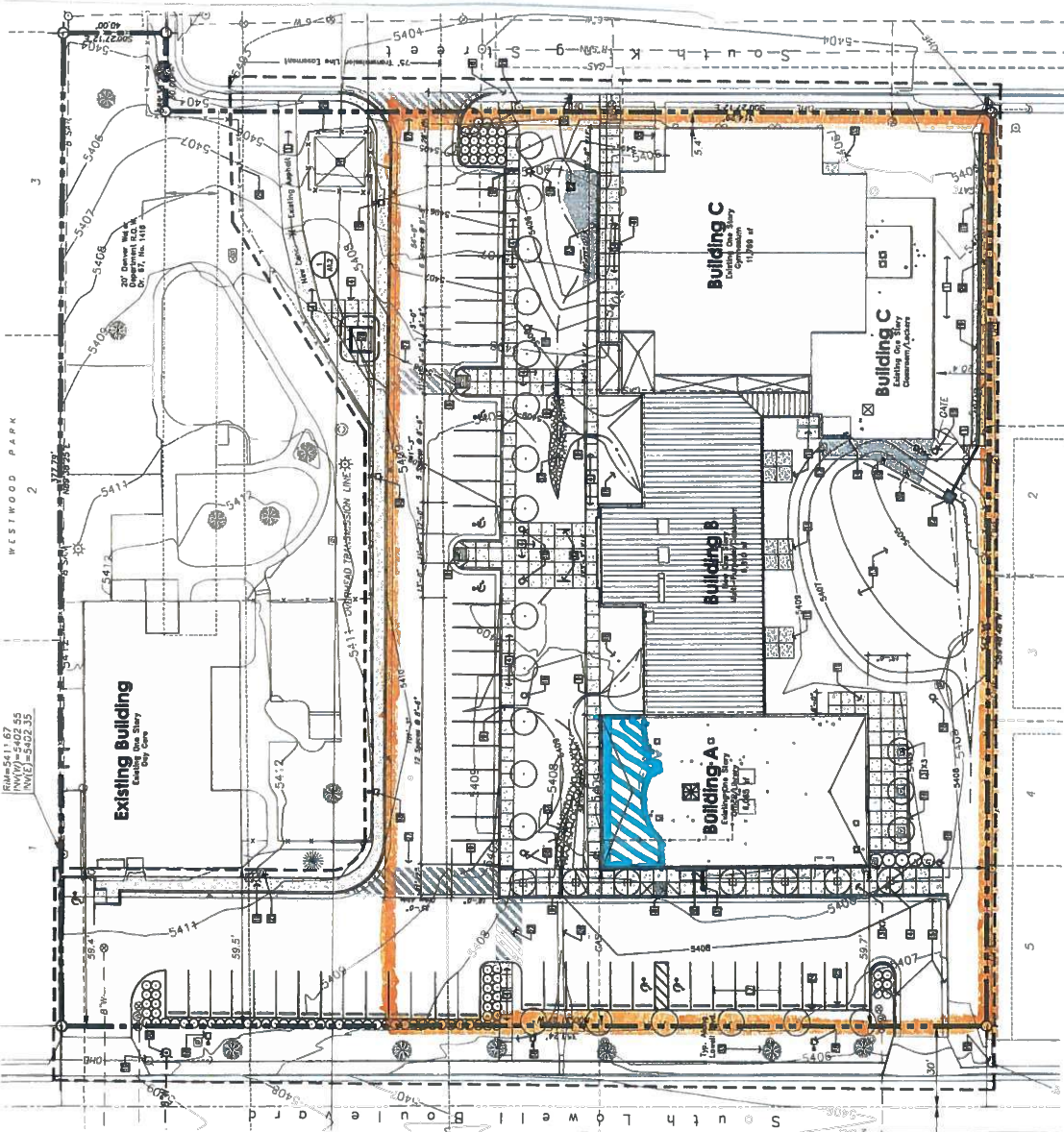
ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A



Excluded Library premises

Leased premises

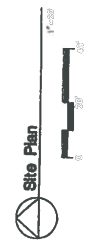


EXHIBIT B – Utilities, Repairs & Maintenance

Lessee will provide and pay for any possessory interest taxes levied, daily janitorial services, exterior litter pickup, excess trash hauling (if over and above normal schedule of emptying dumpster twice per week), snow removal from building entries and sidewalks surrounding the building, any security guards or security systems, telecom/wifi, extra or replacement keys, minor maintenance (items that are individually less than \$2,000 per repair or maintenance item), and repair of any damage caused by Lessee or its invitees.

City will pay for all other building expenses including but not limited to electricity, gas, water, sewer, fire system and fire phone line.

EXHIBIT C – CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/25/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Freeman Insurance West Inc 12600 West Colfax Ave. #A-260 Lakewood, CO 80215	CONTACT NAME: PHONE (A/C, No, Ext): (303) 962-0811 FAX (A/C, No): (303) 962-0817 E-MAIL ADDRESS: Admin@freemaninswest.com
INSURER(S) AFFORDING COVERAGE	
NAIC #	
INSURER A : Hartford Insurance Company 22357	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
 West Community Economic Development Corp. Dbu Bucu
 West Development Center
 4200 Morrison Rd. Unit 3
 Denver, CO 80219-2490

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	34 SBM AJ2L33	11/5/2025	11/5/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		X	34 SBM AJ2L33	11/5/2025	11/5/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	General Liability		X	34 SBM AJ2L33	11/5/2025	11/5/2026	Cyber/Data Breach 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Location: 1000 South Lowell Boulevard, Denver, CO 80219

The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured with respects to the Commercial General Liability Policy. Waiver of Subrogation is included with respect to General, Automobile, and Cyber Liability coverage. Employment practices Liability coverage includes sexual or other workplace harassment, including bullying in the workplace, quid pro quo and hostile work environment.

CERTIFICATE HOLDER City and County of Denver 101 W. Colfax Ave. Denver, CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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