

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (“Sublease”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a home rule municipal corporation of the State of Colorado ("City"), and **THE DENVER RESCUE MISSION**, a Colorado nonprofit, whose address is 6100 Smith Road, Denver, Colorado 80216 ("Sublessee"). The City and Sublessee shall each be referred to as a “Party” and collectively as the “Parties.”

W I T N E S S E T H:

WHEREAS, DENCOM, LLC, a Colorado limited liability company (“Owner”) is the owner of certain real property located at 4600 E. 48th Avenue, Denver, CO 80216 (the “Property”) including a building containing approximately 82,380 rentable square feet (“Building”),

WHEREAS, Owner and City are parties to that certain Lease Agreement dated September 2, 2020, whereby the City leases the Property from Owner (the “Master Lease”);

WHEREAS, the City and Sublessee are parties to that certain Agreement dated May 19, 2021 between the City and Seller, having Contract No. HOST-202057230, pursuant to which the Sublessee is to provide around the clock shelter for adult men experiencing homelessness at the Property (“Service Contract”); and

WHEREAS, with the Owner’s consent, City and Sublessee desire to enter into this Sublease for Sublessee to occupy and use a portion of the Property to perform its services under the Service Contract.

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

1. **SUBLEASED PREMISES**: Subject to the terms of this Sublease, the City agrees to sublease, demise, and sublet unto Sublessee and the Sublessee does hereby sublease from the City those certain premises defined as the "Subleased Premises" located at the Property, as more particularly depicted on **Exhibit A**, attached hereto and incorporated herein. The depiction contained on **Exhibit A** may be modified upon the written authorization of the City’s Director of Real Estate (the “Director”) to correct minor, technical errors.

2. **COMMON AREAS**: City further grants to Tenant the nonexclusive right to use in common with all of the sublessees of the Property and their respective employees, contractors,

invitees and permittees and other persons those areas or parts of the Building and the Property which are designed for use in common by all of the sublessees of the Property, including but not limited to entrances and exits, lobbies, hallways, corridors and stairwells, restrooms, sidewalks, driveways, adjacent parking lot, landscaped areas, and such other areas or parts of the Property as may be designated by the City as part of the Common Areas (the "Common Areas"). The Common Areas shall at all times be subject to the exclusive management and control of the City, and the City shall have the right, from time to time, to establish and enforce reasonable rules and regulations with respect to all such Common Areas, and the use of such Common Areas by Sublessee shall be subject to such rules and regulations. The City may do and perform such acts in and to said Common Areas as, in City's good business judgment, the City shall determine to be advisable. The City reserves the right to make alterations, additions, deletions or changes including, but not limited to changes in size and configuration of said Common Areas provided that (i) Sublessee has access to the Subleased Premises at all times and (ii) the exercise of such rights do not unreasonably interfere with Sublessee's Permitted Use in the Subleased Premises.

3. **TERM:** The term of this Sublease shall commence September 23, 2021 and expire December 31, 2023 (the "Term") unless earlier terminated pursuant to the terms herein; *provided, however,* in the event the Service Contract expires or is terminated before the Term hereunder, then this Sublease shall also terminate thirty (30) days after such date the Service Contract expires or terminates, it being the intent of the Parties that this Sublease and the Service Contract shall be coterminous.

4. **SUBLEASE SUBORDINATE TO MASTER LEASE:** Notwithstanding anything contained in this Sublease to the contrary, this Sublease is in all respects subject to and subordinate to the terms and conditions of the Master Lease. The parties further acknowledge that the terms and conditions of the Master Lease are in no way modified by the execution of this Sublease and the City shall remain obligated to the Owner for the performance of all obligations of the "Lessee" under the Master Lease. In the event of any termination of the Master Lease, this Sublease shall automatically terminate and neither party shall have any further liability hereunder except as may be specifically set forth herein.

5. **RENT:** Rent shall be paid by Sublessee annually to the City on the first business day of each year of the Term, or to another party as otherwise specified by the City to receive Rent on its behalf. Should the City specify another party to receive Rent, Sublessee will be

given written notice of such change no less than seven (7) days prior to the next succeeding Rent due date so that Sublessee is allowed time sufficient to deliver Rents on or before the due date.

Rent payable annually by Sublessee during the Term shall be:

Rent \$10.00

Total Rent \$30.00

If this Sublease expires on a date that is not the last day of the month then the rent shall be pro-rated accordingly.

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

6. **USE:** The Subleased Premises are to be used and occupied by Sublessee solely as around the clock shelter for adult men experiencing homelessness as provided for in the Service Contract (herein "Permitted Use"), and for no other purpose, unless the Director agrees in writing to another use, which consent may be withheld in the Director's sole discretion. The Sublessee shall use the Subleased Premises in a careful, safe, and proper manner, and shall not use or permit the Subleased 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.

7. **CITY IMPROVEMENTS:** The Parties acknowledge that certain future capital improvements (including permitting, design and construction costs) are to be provided by the City for the Subleased Premises; specifically, certain roof improvements and a commercial grade kitchen ("City Improvements"). The City shall coordinate with Sublessee the construction schedule and activities in a manner that does not (i) prevent Sublessee from having access to the Subleased Premises at all times and (ii) unreasonably interfere with the Permitted Use.

8. **"AS IS" CONDITION:** The Subleased Premises are accepted by Sublessee in an "AS IS, WHERE IS" condition, with all faults and defects. Except for City Improvements, no

additional work will be performed by the City and Sublessee hereby accepts the Subleased 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 Subleased Premises.

9. **ALTERATIONS:** Sublessee shall not make any alterations in or additions to the Subleased Premises without first obtaining the written consent of the City. Sublessee will pay or cause to be paid all costs and charges for: (i) work done by the Sublessee or caused to be done by the Sublessee, in or to the Subleased Premises; and (ii) materials furnished for or in connection with such work. The City may withhold its consent to any alterations which would materially affect the appearance of the exterior of the building of any portion of the Common Areas. Any and all alterations or improvements to the Subleased Premises by the Sublessee shall be conducted in a lien-free manner in compliance with all applicable laws, codes, ordinances and regulations.

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

11. **ENTRY BY CITY:** Sublessee shall permit representatives of the City to enter into and upon the Subleased Premises at any reasonable time with prior notice from the City to inspect the same, except in the case of emergencies, in which case the City will attempt to contact Sublessee and if the City is unable to contact Sublessee and the emergency is imminent, in the City's sole discretion (including the City's emergency response departments such as Denver Police Department, Denver Fire Department), the City may enter into and upon the Subleased Premises without notice, and Sublessee 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 Sublessee's business and Sublessee or an authorized employee or agent shall have the right to accompany the City during its inspections.

12. **CARE AND SURRENDER OF THE SUBLEASED PREMISES:** At the termination of this Sublease, Sublessee shall remove all personal property, furniture and equipment and repair any damage caused by such removal; and surrender the Subleased Premises to the City and deliver the Subleased Premises to the City in substantially the same condition as existed on the date hereof, reasonable wear and tear excepted.

13. **UTILITIES, MAINTENANCE AND REPAIRS:** The City shall pay for all water, sewer, gas and electricity, or other utilities or services or fees charged on utilities or other consumables allocable to the Building. Sublessee shall perform and pay for all interior cleaning and routine maintenance of the Subleased Premises, snow removal from sidewalks and building entryways, steps and ramps, pest control, and charges for telephone land lines, wifi, and cable TV. The City shall perform and pay for maintenance of the Common Areas in reasonably good order and condition, except for janitorial services (cleaning and trash removal) in the Common Areas, which will be performed by Sublessee. The City shall perform and pay for snow removal from parking lot, trash hauling from dumpsters, interior lighting, fire and security systems, appliance maintenance, landscape maintenance, maintenance of parking lot and parking lot lighting, exterior windows and doors, and structural or mechanical maintenance or replacement, including the building's mechanical, electrical, plumbing and roof systems and the HVAC system; *provided, however,* if Sublessee or its agents, employees, contractors, guests, invitees and permittees cause any damage to the foregoing, Sublessee shall be responsible for the repairs and/or replacements and all costs associated with such repairs and replacements. The Sublessee shall be responsible for arranging for, and paying all deposits, fees and charges associated with, (i) telephone, internet and other communication services to the Subleased Premises, (ii) janitorial services, including trash removal from the Subleased Premises to exterior dumpsters and exterior litter removal and (iii) security services as determined applicable by Sublessee, if any, and (iv) any other service required for use of the Subleased Premises by Sublessee. The City will not be liable for any reason for any loss or damage resulting from an interruption of any of these services.

14. **PAYMENT OF CITY MINIMUM WAGE:** Sublessee 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 Agreement, Sublessee expressly acknowledges that Sublessee is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Sublessee, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

15. **DEFENSE AND INDEMNIFICATION:**

- (a) Sublessee hereby agrees to defend, indemnify, reimburse and hold harmless City, City's appointed and elected officials, and employees, and Owner, Owner's agents, representatives, or employees (sometimes collectively referred to as the "Indemnified Parties" and individually as an "Indemnified Party) and each of the Indemnified Parties respective employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to injuries to persons or property of the Indemnified Parties, their respective employees or to injuries or death of any other person rightfully on the Subleased Premises for any purpose whatsoever ("Claims"), except to the extent such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City or Owner. This indemnity shall be interpreted in the broadest possible manner to indemnify the Indemnified Parties for any acts or omissions of Sublessee or its subcontractors either passive or active, irrespective of fault, including City's or Owner's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City or Owner.
- (b) Sublessee's duty to defend and indemnify the Indemnified Parties shall arise at the time written notice of the Claim is first provided to an Indemnified Party, regardless of whether Claimant has filed suit on the Claim. Sublessee's duty to defend and indemnify the Indemnified Parties shall arise even if an Indemnified Party is the only party sued by claimant and/or claimant alleges that such Indemnified Party's negligence or willful misconduct was the sole cause of claimant's damages.
- (c) Sublessee will defend any and all Claims which may be brought or threatened against the Indemnified Parties and will pay on behalf of the Indemnified Parties any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the Indemnified Parties shall be in addition to any other legal remedies available to the Indemnified Parties and shall not be considered the Indemnified Parties' exclusive remedy.
- (d) Insurance coverage requirements specified in this Sublease shall in no way lessen or limit the liability of the Sublessee under the terms of this indemnification obligation. The Sublessee shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Sublease.

16. **LOSS OR DAMAGE:** The City shall not be liable or responsible to Sublessee 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, Sublessee shall not be liable or responsible to City for any loss or damage to the Subleased 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 Subleased Premises, Sublessee shall immediately give notice thereof to City. In case of partial destruction of the Subleased Premises by fire, or other casualty, the City at its discretion may repair the Subleased Premises with reasonable dispatch after notice of said partial destruction. If the Subleased Premises are made untenable by fire, the elements, or other casualty, or if the building in which the Premises are located is partially destroyed to the point where City, within a reasonable time, decides not to rebuild or repair the Subleased Premises, then this Sublease shall terminate and any Rent shall be prorated and payable only up until the time of the partial or full destruction of the Subleased Premises.

17. **HAZARDOUS SUBSTANCES:** Sublessee shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Subleased Premises by Sublessee, Sublessee's agents, employees, contractors, or invitees except as necessary for the existing operations, and in strict compliance with all Hazardous Substance use, storage, disposal and handling rules, laws, policies and regulations in effect at the time of this Sublease, as such items may be amended, replaced or superseded. If Hazardous Substances are used, stored, generated, or disposed of on or in the Subleased Premises or to the air or water, or if the Subleased Premises become contaminated in any manner due to the actions or inactions of the Sublessee, Sublessee shall indemnify and hold harmless 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 Sublessee. 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 Sublessee causes or permits the presence of any Hazardous Substance on the Subleased Premises and that results in contamination, Sublessee shall promptly, at its sole expense, take any and all necessary actions to return the Subleased Premises to the condition existing prior to the presence of any such Hazardous Substance on the premises. Sublessee 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 oils.

18. **HOLDING OVER:** If after the expiration of the Term and any extensions of the Term of this Sublease, Sublessee shall remain in possession of the Subleased Premises or any part thereof, and continues to pay Rent, without any express agreement as to such holding, 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 Sublease, except for the provisions relating to the period of Sublessee's occupancy, and at a Rent equivalent to 200% of the then current Rent due hereunder, payable in advance on the first day of each calendar month thereafter. Such holding over may be terminated by City or Sublessee upon ten (10) days' notice. In the event that Sublessee fails to surrender the Subleased Premises upon termination or expiration of this Sublease, or such month-to-month tenancy, then Sublessee shall indemnify City against loss or liability resulting from any delay of Sublessee in not surrendering the Subleased Premises.

19. **REMEDIES UPON BREACH:** In the event of a breach of this Sublease by Sublessee, 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 Sublease and forthwith repossess the Subleased Premises and be entitled to recover as damages a sum of money equal to the total of (i) the cost of recovering the Subleased Premises, including reasonable attorneys' fees; (ii) the unpaid Rent earned at the time of termination, plus interest thereon at the rate of twelve percent (12%) per annum from the due date; (iii) the balance of the Rent for the remainder of the Term less any rents the City receives for the Subleased Premises for said period; (iv) damages for the wrongful

withholding of the Subleased Premises by Sublessee; (v) unpaid taxes or assessments; and (vi) any other sum of money in damages owed by Sublessee to City as a result of its use and occupancy of the Subleased 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 Sublessee and provide fifteen (15) days from the date of such notice to cure the noted default.

20. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Sublease, the Sublessee agrees not to unlawfully refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

21. **SUBLESSEE'S INSURANCE:**

(1) General Conditions: Sublessee agrees to secure, at or before the time of execution of this Sublease, the following insurance covering all operations, goods or services provided pursuant to this Sublease. Sublessee shall keep the required insurance coverage in force at all times during the Term of the Sublease, or any extension thereof, during any warranty period, and for three (3) years after termination of the Sublease. 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 contain a valid provision or endorsement requiring notification to the City and Owner 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 Sublease. Such notice shall reference the City contract number listed on the signature page of this Sublease. 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, Sublessee 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. If any policy is in excess of a deductible or self-insured retention, the City and Owner must be notified by the Sublessee. Sublessee shall be responsible for the payment of any deductible or self-insured

retention. The insurance coverages specified in this Sublease are the minimum requirements, and these requirements do not lessen or limit the liability of the Sublessee. The Sublessee 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 Sublease.

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

(3) **Additional Insureds:** For Commercial General Liability, Auto Liability and Pollution/Environmental Liability, Sublessee and any sub-lessee's insurer(s) shall name City and County of Denver, its elected and appointed officials, employees and volunteers and Owner, Owner's authorized representative as additional insureds.

(4) **Waiver of Subrogation:** For all coverages required under this Sublease, with the exception of Professional Liability - if required, Sublessee's insurer shall waive subrogation rights against the City and Owner's insurer shall waive subrogation rights against the Sublessee.

(5) **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent Sublessees, suppliers or other entities providing goods or services required by this Sublease) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Sublessee. Sublessee shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the

required coverages. Sublessee agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

(6) **Workers' Compensation/Employer's Liability Insurance:** Sublessee 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. Sublessee expressly represents to the City, as a material representation upon which the City is relying in entering into this Sublease, that none of the Sublessee's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Sublease, and that any such rejections previously effected, have been revoked as of the date Sublessee executes this Sublease.

(7) **Commercial General Liability:** Sublessee shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

(8) **Business Automobile Liability:** Sublessee shall maintain Business Automobile Liability, or its equivalent, with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Sublease. If transporting wastes, hazardous material, or regulated substances, Sublessee shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Sublessee's Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

(9) **Property Insurance:** Sublessee shall maintain full replacement cost property insurance in the amount of \$9,000,000 for damage to the Property caused by Sublessee, its agents, employees, or invitees. Sublessee understands and acknowledges that the City does not provide any insurance coverage for any property of the Sublessee, its agents, employees or invitees located in the Property and Sublessee acknowledges and agrees that the Sublessee, its agents,

employees and invitees have no claim against the City for any damage or loss of personal property and belongings of Sublessee, its agents, employees or invitees in the Subleased Premises.

(10) Additional Provisions:

(a) For Commercial General Liability and Business Automobile Liability, the policy must provide the following:

- (i) That this Sublease is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;
- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

(c) Sublessee shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Sublessee will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

22. **VENUE, GOVERNING LAW:** This Sublease 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 Sublease shall lie in the State District Court in and for the City and County of Denver, Colorado.

23. **ASSIGNMENT AND RIGHT TO SUBLEASE:** The Sublessee shall not assign or transfer its rights under this Sublease, or sublet the Subleased Premises without first obtaining the written consent of the Director, whose consent may be withheld in the Director's sole and absolute discretion.

24. **NO SALE OR ADVERTISING OF TOBACCO PRODUCTS:** The Sublessee, 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.

25. **EXAMINATION OF RECORDS**: 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 City's election in paper or electronic form, any pertinent books, documents, papers and records related to Sublessee's performance pursuant to this Sublease, provision of any goods or services to the City, and any other transactions related to this Sublease. Sublessee shall cooperate with City representatives and 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 the Sublease or expiration of the applicable statute of limitations. When conducting an audit of this Sublease, 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 Lessor to make disclosures in violation of state or federal privacy laws. Sublessee shall at all times comply with D.R.M.C. 20-276.

26. **AMENDMENT**: No alteration, amendment or modification of this Sublease shall be valid unless evidenced by a written instrument executed by the parties hereto with the same formality as this Sublease; however, the Director shall have the authority to execute agreements which make technical, minor, or non-substantive changes to this Sublease. 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 Sublease, 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.

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

28. **BINDING EFFECT:** This Sublease 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.

29. **THIRD PARTIES:** This Sublease 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.

30. **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
With copies to:	Denver City Attorney's Office 201 W. Colfax, Department 1207 Denver, Colorado 80202
To Sublessee:	The Denver Rescue Mission 6240 Smith Road Denver, CO 80216
To Owner:	Dencom, LLC 820 S. Monaco Pkwy, #102 Denver, CO 80224

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 receiving party.

31. **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.

32. **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 the Sublease shall be deemed or taken to be a waiver of any other default or breach.

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

34. **CONFLICT OF INTEREST BY CITY OFFICER**: Sublessee 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 Sublease, except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

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

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

37. **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 Sublease or to define, limit or describe the scope or intent of this Sublease or the particular paragraphs to which they refer.

38. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: Sublessee consents to the use of electronic signatures by the City. The Sublease, 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 the Sublease 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 the Sublease 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.

39. **CITY'S EXECUTION OF AGREEMENT**: This Sublease is expressly subject

to, and shall not be or become effective or binding on the City until, approval by its City Council and full execution by all City signatories set forth below.

40. **OWNER CONSENT:** In accordance with Section 26 of the Master Lease, the City has obtained the written consent of Owner to sublease the Subleased Premises and Owner's obligations under the terms of this Sublease. Owner has consented to and agreed upon the terms of this Sublease, as evidenced by the signed Consent of Owner attached hereto as **Exhibit C**.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Contract Control Number:
Contractor Name:

FINAN-202159494-00
THE DENVER RESCUE MISSION

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:

FINAN-202159494-00
THE DENVER RESCUE MISSION

By: *Please see next page for signature*

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

FINAN-202159494-00
THE DENVER RESCUE MISSION

By: Brad M. Meuli

Name: Brad Meuli
(please print)

Title: Pres / CEO
(please print)

ATTEST: [if required]

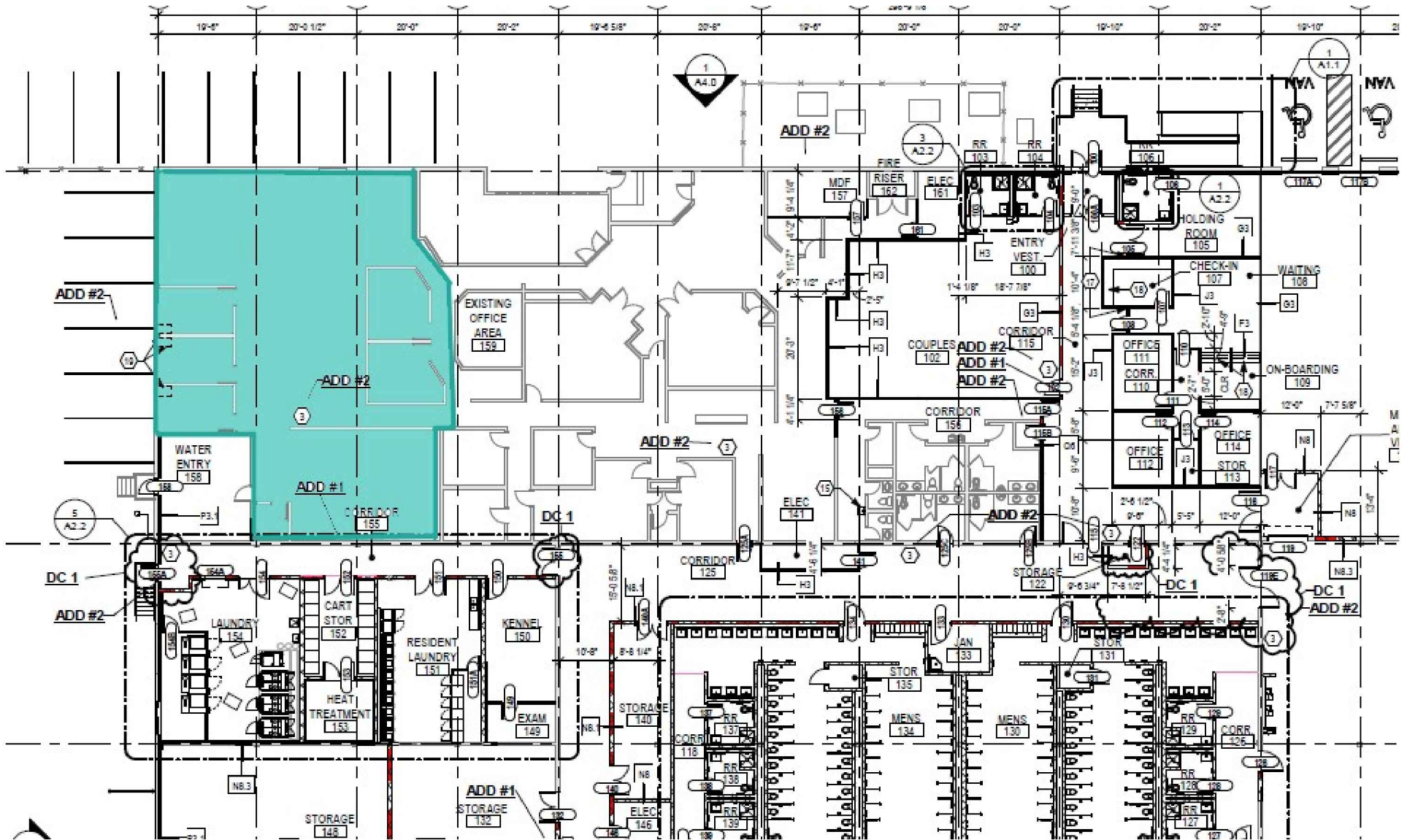
By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A

Premises does not include the shaded portions of the building as found on this page.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/17/2021

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 IMA, Inc. - Colorado 1705 17th Street, Suite 100 Denver CO 80202	CONTACT NAME: IMA Denver Team	
	PHONE (A/C. No. Ext): 303-534-4567	FAX (A/C. No):
E-MAIL ADDRESS: DenAccountTechs@imacorp.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Indemnity Insurance Company		18058
INSURER B: *Pinnacol Assurance		41190
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 246013342** **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 <input checked="" type="checkbox"/> BI/PDDED:\$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2292171	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2292171	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB773849	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			2129662	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Blanket Property Coverage: Policy #PHPK2292171
 Effective Dates: 07/01/2021-07/01/2022 Insurer A: See Above
 \$35,103,435 Blanket Building Limit; \$25,000 Deductible; SPC Form/RC (Including Theft)
 \$2,356,325 Blanket Business Personal Property Limit; \$25,000 Deductible; SPC Form/RC (Including Theft)
 \$2,457,200 Business Income with Extra Expense Limit; 24 Hour Deductible; SPC Form/RC (Including Theft)
 4600 E. 48th Ave., Denver, CO, 80216
 The City and County of Denver, its elected and appointed officials, employees and volunteers and DENCOM, LLC are included as Additional Insured on the See Attached...

CERTIFICATE HOLDER The City and County of Denver Department of Real Estate 201 W. Colfax Avenue, Department 1010 Denver CO 80216	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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ADDITIONAL REMARKS SCHEDULE

AGENCY IMA, Inc. - Colorado		NAMED INSURED The Denver Rescue Mission 6100 Smith Road Denver, CO 80216	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

General Liability policy, if required by written contract or agreement subject to the policy terms and conditions.
 A Waiver of Subrogation is provided in favor of Additional Insured on the General, Automobile Liability and Workers Compensation Policies if required by written contract or agreement subject to the policy terms and conditions. This Insurance is Primary & Non-Contributory on the General Liability policy subject to the policy terms and conditions.

EXHIBIT C

CONSENT OF OWNER


DENCOM, LLC, a Colorado limited liability company ("Owner") as owner of the real property located at 4600 E. 48th Avenue, Denver, CO 80216 (the "Property") and as Lessor under that certain Lease Agreement between Owner and the City dated September 9, 2020 ("Master Lease"), hereby consents to the attached Sublease Agreement between the City and County of Denver, a municipal corporation and home rule city of the State of Colorado and The Denver Rescue Mission, a Colorado non-profit corporation ("Sublessee").

The parties acknowledge that Owner, by its execution of the Consent of Owner, consents to the City's grant of a sublease agreement for use of a portion of the Property to Sublessee pursuant to the terms of the Sublease Agreement. The parties further acknowledge that the terms and conditions of the Master Lease are in no way modified by the execution of this Consent of Owner and the City shall remain obligated to the Owner for the performance of all obligations of the "Lessee" under the Master Lease. In the event of conflict between the Master Lease and this Revocable License, the terms and conditions of the Master Lease shall at all times govern and control.

IN WITNESS WHEREOF, the undersigned has executed this Consent of Owner as of this 19th day of November, 2021.

OWNER:

DENCOM, LLC,
a Colorado limited liability company

By: 
Name: Ilya Klein
Its: President