

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **OUTWARD BOUND, INC.**, a Delaware nonprofit corporation authorized to do business in the State of Colorado, whose address as registered with the Secretary of State is 910 Jackson St. Golden, Colorado 80401 (the "Lessee").

WITNESSETH:

WHEREAS, the City is the owner of a property known as Camp Rollandet located at 5161 Sheridan Boulevard in the City and County of Denver, Colorado, which includes a lodge building on site; and

WHEREAS, the Lessee is a non-profit corporation engaged in programmatic activities in the area of environmental education and public recreational activities and in the support of stewardship efforts to improve and maintain natural areas, the mission of which is consistent and supportive of the purposes and goals of the Denver Department of Parks and Recreation; and

WHEREAS, the City agrees to lease to Lessee the lodge building and associated parking lot, as depicted in the drawing in **Exhibit A** ("Leased Premises"), to be used by the Lessee exclusively for nonprofit purposes within the mission of the Lessee; and

WHEREAS, the City desires to lease the Leased Premises to Lessee, and at a reduced market rental rate, in consideration of certain educational and stewardship services the Lessee will provide the Denver Department of Parks and Recreation (the "Department") and for the benefit of the residents of Denver.

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 Agreement (hereinafter referred to as "Lease"), the City agrees to lease, demise, and let unto Lessee and the Lessee does hereby lease from the City the premises located within the existing lodge located at 5161 Sheridan Boulevard, Denver, Colorado 80212 (the "Lodge"), as more particularly described and depicted on **Exhibit A**, attached hereto and incorporated herein, along with the paved parking lot on site at 5161 Sheridan Boulevard (the "Leased Premises"). Except as otherwise provided in this Lease Agreement, the Lessee shall have exclusive use of the Leased Premises. The Lessee shall also have a right of access on the paved driveway to Sheridan

Boulevard. The description contained on **Exhibit A** may be modified upon the written authorization of the Manager of Parks and Recreation to correct minor, technical errors.

2. **TERM and TERMINATION:**

A. Term: The term of this Lease Agreement shall begin on the month, day and year that this Lease Agreement is signed by the Mayor of Denver, as stated on the City's signature block below, and shall terminate on the same month and day in the year 2014 ("Term"), unless sooner terminated pursuant to the terms of this Lease Agreement.

B. Termination:

1) The City and Lessee may mutually agree to terminate this Lease Agreement at any time, provided that the Lessee has paid all outstanding Rent under Section 3.A., outstanding Utilities costs under Section 10, and all outstanding taxes.

2) The City may, upon good cause, terminate the Lease Agreement for a material breach or default by Lessee under this Lease Agreement (which does not include abandonment or failure to make payments as addressed in Paragraph 3 of this Sub-section 2.B), provided that the Lessee shall have ten (10) days (or such longer time as specified by the Manager) following the receipt of written notice from the City to substantially cure or rectify the breach or default. If the Lessee fails to substantially cure or rectify the beach or default within the specified period of time, the City shall have a right to re-enter the Leased Premises and assume control and full use of the Leased Premises as provided in Section 9.

3) The Lease Agreement shall be deemed abandoned if Lessee fails to occupy and use the Leased Premises for a continuous period of six (6) months or assigns or subleases the Leased Premises in violation of Section 19, even if the Rent is paid, or shall be deemed terminated if Lessee fails to make two (2) monthly Rent payments as provided in Section 3.A or two (2) quarterly Utilities payments as provided in Section 10. Acceptance of Rent or Utility payments from the Lessee after any default by the Lessee or after termination or expiration of this Lease Agreement, or after the commencement of any suit, or after final judgment for possession of said Leased Premises, shall not waive such default or reinstate, continue or extend the terms of this Lease Agreement or affect any suit, as the case may be. Upon occurrence of the specified abandonment or failure to make payments and without further notice, the City shall have a right to re-enter the Leased Premises and assume control and full use

of the Leased Premises as provided in Section 9.

4) Upon termination by the City under Paragraphs 2 or 3 of this Sub-section 2.B., the City shall be entitled to receive or recover as compensation or damages a sum of money equal to the total of: (i) the cost of recovering the Leased 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) damages for any wrongful withholding of the Leased Premises by Lessee; (iv) unpaid taxes or assessments; (v) unpaid Utilities; (vi) any other sum of money owed by Lessee to City or third parties as a result of its use and occupancy of the Leased Premises; and (vii) the costs of any repairs of the Leased Premises for damages caused during the Term of the Lease Agreement above and beyond normal wear and tear.

3. **RENT & SERVICES:**

A. Rent: The Lessee shall pay to the City for the annual rent of the Leased Premises for each year of the Term of this Lease Agreement twelve thousand dollars (\$12,000.00), to be paid in monthly installments of one thousand dollars (\$1,000.00) ("Rent"), and for such other consideration stated in this Section 3. The monthly Rent payments shall be payable to the Denver Manager of Finance, paid on or before the first of each month, and shall be delivered to the Finance and Administration Director for the Department of Parks and Recreation at 201 West Colfax, Department 602, Denver, Colorado 80202 or to such other address as the City may designate by written notice. A monthly payment shall be deemed past due if not paid by the fifth day of each month, and all past due installments shall bear interest at the rate of 12% per annum until paid.

B. Services: In addition to the Rent specified in this Section 3, the Lessee agrees to provide, as consideration for and as a condition of this Lease Agreement, the following services and uses for the Leased Premises:

1) Janitorial and other general maintenance services provided by its staff or by contract with a professional janitorial service company, at the Lessee's sole expense, for the entire Leased Premises, and in doing so, to assure that the Leased Premises are maintained in a clean and sanitary condition readily usable by the public and any other users under this Lease Agreement. Janitorial and general maintenance services shall include, among

other things, in the daily removal of trash and waste and providing for, as needed, sweeping, vacuuming, dusting, bathroom and kitchen cleaning, stain removal, graffiti removal and other general services to maintain the interior and exterior of the Leased Premises. The Lessee shall comply with all requirements of the Prevailing Wage ordinance, sections 20-76 *et seq.*, D.R.M.C., as it applies to janitorial and custodial work, and shall cooperate with the City Auditor's Office with respect to enforcement of this ordinance.

2) Four volunteer stewardship projects annually to be conducted for the benefit of the City's natural areas program by Outward Bound staff or volunteers.

3) Four environmental education programs (which can include those ordinarily provided by Outward Bound to the public) annually in coordination with and in support of the City's park system, mountain parks or natural areas programs.

4) Meeting room(s) available to the City free of charge for official meetings or events. City staff shall endeavor to schedule events at least a week ahead of time or as soon as reasonable to coordinate the use of the meeting room with the Lessee.

4. **USE:** The Leased Premises are to be used and occupied by Lessee solely for the purpose of operating a non-profit organization to provide and coordinate services within the stated mission of the Lessee, a non-profit corporation. To that end, the Lessee and the City agree that the uses of the Leased Premises shall be limited to: A) a place where students of Lessee will gather to begin and end their courses, and be issued and return their gear; B) Lessee's instructor pre-course and post-course training and evaluation; C) hosting of Lessee's educational/environmental discussions in a natural setting; and D) hosting of other group presentations and community meetings. The Lessee shall use the premises in a careful, safe, and proper manner, and 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 or ordinances 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 also accepts the Leased Premises recognizing that a Conservation Easement has been granted by the City which restricts the use of the property at 5161 Sheridan Boulevard, including the Leased Premises. While the Conservation Easement allows the Leased Premises to be used for purposes such as specified in this Lease, Lessee agrees that it will confine its activities outside of the Leased Premises to those permitted under the Conservation Easement.

5. **“AS IS” CONDITION:** The Leased Premises are accepted by Lessee in an “AS IS”, “WHERE IS” condition, with all faults and defects. 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. Lessee also accepts the Leased Premises acknowledging and accepting the current environmental conditions, including any asbestos and lead-based paint, and without any expectation that the City will remove or remediate the environmental conditions unless conditions become such that the City is compelled by federal or state law to do so. Lessee agrees that it will take no action to remove any carpet that may be covering floor tiles potentially containing asbestos without the express written permission of the City. Likewise, Lessee agrees to comply with any operations and maintenance plan prepared by or on behalf of the City for maintaining asbestos-containing material or areas containing by lead-based paint after a copy of said plan is provided to Lessee.

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

7. **REPAIRS:**

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 Agreement, except repairs as may be deemed necessary by the City for normal maintenance operations of the Leased Premises, including mechanical systems and exterior of the building. The City may need, during the term of the Lease Agreement, at the City’s discretion and its own expense, to repair or replace the existing boiler and appurtenances located in the Mechanical Room which is accessible only through the Leased Premises. Lessee agrees to cooperate with the City in such repair or replacement work by taking

such reasonable measures and precautions as may be requested by the City to allow for the work to proceed. These measures may include those necessary and appropriate to address any asbestos or lead-based paint that may be disturbed during the course of the work, including the short-term relocation of Lessee's operations to another portion of the Lodge or another location mutually acceptable by the parties. The City will use its best faith efforts to minimize any inconvenience to Lessee.

B. By Lessee: Lessee shall make, as needed, at its own expense and without prior consent of the Manager of Parks and Recreation, all repairs to the Leased Premises costing one thousand dollars (\$1000.00) or less. Lessee shall make no alterations in or additions to, make any repairs costing in excess of \$1000.00 to, change any locks in, nor post any signage on, the Leased Premises without first obtaining the written consent of the Manager. The Manager reserves the right to reject any alterations, additions, repairs over \$1000.00, lock changes, or signage that the Manager deems inconsistent with the appropriate operation of the Leased Premises. Lessee shall, after obtaining the Manager's written consent, 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.

8. **ENTRY BY CITY**: Lessee shall permit representatives and contractors of the City to enter into and upon the Leased Premises at all reasonable hours to inspect the same, and make any repairs deemed necessary by the City, and Lessee shall not be entitled to any abatement or reduction of rent by reason thereof.

9. **CARE AND SURRENDER OF THE LEASED PREMISES**: At the expiration or termination of this Lease, Lessee shall deliver the Leased Premises to the City in the same condition as the Leased Premises were in at the beginning of this Lease Term, ordinary wear and tear excepted; and Lessee shall remove all of Lessee's movable furniture and other effects. All moveable furniture and other effects not so removed shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by the City without notice to Lessee or any other person, and without obligation to account therefor, and

Lessee shall pay the City all expenses incurred in connection with such property. Lessee's obligation to observe or perform this covenant shall survive the termination of this Lease. Lessee shall pay before delinquency any and all taxes, assessments, and other charges levied, assessed or imposed, and which become payable during the term of this Lease upon Lessee's operations, occupancy, or conduct of business at 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.

10. **UTILITIES AND SERVICES**: Starting with the first day of occupancy of the Leased Premises by Lessee, Lessee shall pay for one hundred percent (100%) of the total costs of water, sewer, gas, heat, light, and power ("Utilities") incurred on the Leased Premises. Lessee shall limit its uses of said Utilities to those as may be reasonable and necessary for normal uses as allowed under this Lease Agreement. The City shall document and bill Lessee quarterly for the Utilities' costs, and Lessee agrees to remit to the City the billed amount within fifteen (15) calendar days of receipt of the bill. Lessee shall be solely responsible for obtaining and directly paying providers for any cable, internet and telephone service utilized by the Lessee on the Leased Premises.

11. **INDEMNITY**: 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 Agreement by any of such persons. This indemnity shall survive the expiration or earlier termination of this Lease Agreement. Lessee need not, however, indemnify or save harmless the City, its officers, agents and employees from damages resulting from the sole negligence or misconduct of the City's officers, agents and employees. In the event of a Claim, the Lessee covenants and agrees that it will not file or assert any legal action or claim

against the City, its officers, agents and employees by way of cross claim, counterclaim, third party claim or independent action regardless of the alleged fault of either the Lessee or the City. If the City reasonably believes that the Lessee has asserted a defense against any Claim that puts the City at risk of incurring any substantive liability under the Claim or a collateral action or puts the City's rights, title, or interest in the Leased Premises at any risk, the Lessee's insurer shall promptly provide, at the insurer's expense, separate legal counsel acceptable to the City or, if this does not occur, the City shall have the right to elect to provide its own defense, and the Lessee shall be liable for the City's defense costs. 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 Agreement. The Lessee shall procure and maintain, at its own expense and cost, any additional kinds and amounts of insurance that it may deem necessary.

12. **CLAIMS; COOPERATION:** In the event that any claim, demand, suit, or action is made or brought in writing by any person or entity against one of the parties related in any way to this Agreement, the party in receipt of same shall promptly notify and provide a copy of said claim, demand, suit, or action to the other party. The parties agree to cooperate in the investigation, defense or settlement of any claim, demand, suit, or action related in any way to this Agreement. Nothing in this provision shall modify or reduce the Lessee's obligations with respect to insurance and indemnification/duty to defend under this Agreement.

13. **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, fire, Act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or regulatory 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. If the Leased Premises, through no fault or neglect of Lessee, its agents, employees, invitees, or visitors shall be partially destroyed by fire or other casualty so as to render the Leased Premises untenable, and the City elects to repair the same, the Rent herein shall abate until such time as the Leased Premises are made tenantable by City. In the event such repairs cannot be made within ninety (90) days, Lessee may elect to terminate this Lease Agreement. If the Leased Premises are damaged as the result of fault or neglect, in part or whole, of the Lessee, its agents, employees, invitees, or visitors, Lessee agrees to promptly pay to the City, upon request, an amount equivalent to the deductible on any

property insurance the City may carry for the Leased Premises.

14. **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 of the Lease Agreement 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.

15. **HOLDING OVER:** If after the expiration of the Term of this Lease Agreement, Lessee should remain in possession of the Leased Premises or any part thereof, and continue 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 Lease, except for the provisions relating to the period of Lessee's occupancy,

and at a rent of two thousand dollars (\$2,000.00) a month, due at the first of each month. Such holding over may be terminated by City or Lessee upon ten (10) days' written notice. In the event that Lessee fails to surrender the Leased Premises upon termination or expiration of this Lease Agreement 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.

16. **ANNUAL REPORTS:** Each year during the Term of this Lease Agreement, Lessee shall prepare and submit to the Manager of Parks and Recreation, or the Manager's designated representative, an annual report in a format reasonably satisfactory to the Manager (the "Report"). Such Report shall be submitted on or before March 1st of each year for the preceding calendar year. At a minimum, the Report must demonstrate Lessee's accomplishments and operations over the past year which are consistent with its stated goals and services and its continued mission. The Report should also include its plans for the upcoming year and how the public will be benefited by such proposed plans. The Manager of Parks and Recreation may elect to present this Report to a committee of the City Council and may require the presence of a representative of the Lessee at the committee to help in the presentation and to answer the questions or concerns of Council members.

17. **LESSEE'S INSURANCE:**

A. **General Conditions:** Lessee agrees to secure, at or before the time of execution of this Lease Agreement, the following insurance covering all operations, activities, occupancies uses and services provided pursuant to this Lease Agreement. Lessee shall keep the required insurance coverage in force at all times during the term of the Lease Agreement or any extension thereof. 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. Lessee shall provide written notice of cancellation, non-renewal and any reduction in coverage to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202 by certified mail, return receipt requested. Such written 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 any policy is in excess of a deductible or self-insured retention, the City must be notified by Lessee. Lessee shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Lease Agreement are the

minimum requirements, and these requirements do not lessen or limit the liability of Lessee. 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 Agreement.

B. Proof of Insurance: Lessee shall provide a copy of this Lease Agreement to its insurance agent or broker. Lessee may not commence occupancy of the Leased Premises prior to placement of coverage. Lessee certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. 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 Agreement shall not act as a waiver of Lessee's breach of this Lease Agreement or of any of the City's rights or remedies under this Lease Agreement. The City's Risk Management Office may require, and the Lessee shall promptly provide, additional proof of insurance, including but not limited to policies and endorsements, at any time.

C. Additional Insureds: For Commercial General Liability and Business Auto Liability, Lessee and Lessee's subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. Waiver of Subrogation: For all coverages, Lessee's insurer shall waive subrogation rights against the City.

E. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services to Lessee on the Leased Premises) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Lessee. Lessee shall include all such subcontractors and subconsultants 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. Lessee agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

F. Workers' Compensation/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.

G. Commercial General Liability: Lessee 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.

H. Business Automobile Liability: Lessee shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in association with this Lease Agreement.

I. Fire and Extended Coverage Insurance on all of its personal property located in the Leased Premises in the minimum amount of \$50,000.00

J. Additional Provisions:

(1) For Commercial General Liability, the policy must provide:

(i) That this Lease Agreement is an Insured Contract under the policy;

(ii) Defense costs in excess of policy limits;

(iii) A severability of interests, separation of insureds or cross liability provision; and

(iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage, 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.

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

L. Other: The insurance requirements set forth in this Paragraph 17 shall survive the expiration or earlier termination of this Lease Agreement. The Manager of Parks and Recreation shall have the right to suspend this Lease Agreement, and deny Lessee access to the

Leased Premises, if at any time the Manager becomes aware that the Lessee has failed to satisfy the insurance requirements, in whole or part, set forth in this Section 17 and may, at the Manager's discretion, terminate this Lease Agreement if the Lessee fails to rectify the deficiency on the insurance requirements within a reasonable time frame, as determined by the Manager. Alternatively, if it should be determined by the Manager that the Lease Agreement should remain in effect, the City shall have the right to obtain any insurance coverage specified in this Section 17 as Denver Risk Management deems necessary to remedy the deficiency in the Lessee's policies, and the Lessee agrees to promptly and fully reimburse the City for the costs of such insurance coverage upon being provided a bill for the costs.

18. **NO DISCRIMINATION**: In connection with the performance of this Lease Agreement, Lessee agrees not to 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.

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

20. **ASSIGNMENT AND SUBLEASE**: Lessee shall not assign or transfer its rights or obligations under this Lease Agreement or sublet the Leased Premises. Assignment or sublease by Lessee shall constitute grounds for immediate termination of the Lease Agreement.

21. **NO SALE OR ADVERTISING OF TOBACCO PRODUCTS**: 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.

22. **EXAMINATION OF RECORDS:** Lessee agrees that any duly authorized representative of the City shall, until the expiration of three (3) years after final payment under this Lease Agreement, have access to and the right to examine any directly pertinent books, documents, and records of Lessee involving matters directly related to this Lease Agreement.

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

24. **SEVERABILITY:** If any portion of this Lease Agreement is determined by a court to be unenforceable for any reason, the remainder of the Lease Agreement shall remain in full force and effect unless the invalidated provision results in a failure of consideration.

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

26. **THIRD PARTIES:** This Lease Agreement does not, and shall not be deemed or construed to, confer upon or grant to and 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.

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

To the City:	Manager of Parks & Recreation 201 West Colfax Avenue, Dept. 601 Denver, Colorado 80202
--------------	--

With copies to: Denver City Attorney
Denver City Attorney's Office
1437 Bannock Street, Room 353
Denver, CO 80202

To Lessee: Outward Bound
5161 Sheridan Boulevard
Denver, Colorado 80212

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 notice under this Lease Agreement shall be the date such notice is deposited in the mail or hand-delivered to the party.

28. **ENTIRE AGREEMENT:** The parties acknowledge and agree that the provisions contained herein 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.

29. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any performance hereunder constitute or be construed to be a waiver by any party 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 Lease Agreement shall be deemed or taken to be a waiver of any other default or breach.

30. **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 Agreement or because of any breach thereof.

31. **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 interest in this Lease Agreement, except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

32. **APPROPRIATION:** Except for the purchase of certain property authorized to be paid for under various City General Obligation Bond ordinances, all obligations of the City under and pursuant to this Lease Agreement are subject to prior appropriation of monies expressly made by the City Council for the purposes of this Lease Agreement and paid into the Treasury of the City.

33. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** Lessee shall cooperate and comply with the provisions of Executive Order 94 concerning the use, possession or sale of alcohol or drugs. Violation of this provision or refusal to cooperate with implementation of the policy can result in the City barring Lessee from City facilities or participating in City operations.

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

35. **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 Agreement or to define, limit or describe the scope or intent of this Lease Agreement or the particular paragraphs to which they refer.

36. **CITY'S EXECUTION OF AGREEMENT:** This Lease Agreement 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 signatories set forth below.

37. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Lessee consents to the use of electronic signatures by the City. The Agreement, 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 Agreement 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 Agreement 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.

Contract Control Number:

Vendor Name:

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:

By _____

By _____

By _____



Contract Control Number: 201102078

Vendor Name: Outward Bound, Inc.

By:  _____

Name: CONSTANCE M Rule
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit A

Outward Bound Lease Area



Camp Rollandet
Natural Area

Lease Area

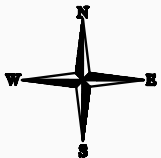
Wood Deck

Building

Parking Lot

Driveway

Entrance



Date: August 16, 2011
By: Gregory S. Neitzke PLS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/27/2011

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 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).

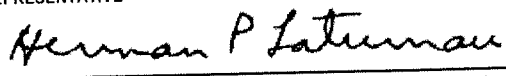
PRODUCER Fred C. Church, Inc. 2 International Drive Suite 110 Portsmouth, NH 03801 (800) 225-1865	CONTACT NAME: Wendy Radwan, AAI PHONE (A/C, No, Ext): 978 3227167 E-MAIL ADDRESS: wradwan@fredchurch.com	FAX (A/C, No): (978) 454-1865
	INSURER(S) AFFORDING COVERAGE	
INSURED Outward Bound, Inc. 910 Jackson Street Risk Management Golden, CO 80401	INSURER A: Commerce & Industry Ins. Co.	NAIC # 19410
	INSURER B: Lexington Insurance Company	NAIC # 19437
	INSURER C: Twin City Fire Insurance Co.	NAIC # 29459
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 18042 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY			013135918	5/1/2011	5/1/2012	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		X				MED EXP (Any one person)	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
C	AUTOMOBILE LIABILITY			08UENR08922	5/1/2011	5/1/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	EXCESS LIAB							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC006517763	12/31/2010	12/31/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City and County of Denver, its elected and appointed officials, employees and volunteers are added as an additional insured as respects Outward Bound use of Camp Rollandet, 5161 Sheridan Blvd, Denver, CO, per contract.

CERTIFICATE HOLDER Denver Parks & Recreation City & County of Denver 201 W. Colfax Ave., Dept 602 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 



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YY)
08/02/2011 16:02

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER Fred C. Church, Inc. 41 Wellman Street Lowell, MA 01851 (800) 225-1865		PHONE (A/C, No, Ext): (800) 225-1865	COMPANY Lexington Insurance Company	
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 37067		LOAN NUMBER		
INSURED Outward Bound, Inc. 910 Jackson Street Risk Management Golden, CO 80401		POLICY NUMBER 19946730		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
		EFFECTIVE DATE 5/1/2011	EXPIRATION DATE 5/1/2012	
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Building and Contents Replacement Cost All Risk including Flood and Earthquake
Limit \$12,000,000 per occ / loss limit

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
All Risk including Flood and Earthquake	12,000,000 loss limit	\$50,000

REMARKS (Including Special Conditions)

Evidence of coverage for personal property located in leased premises at 5161 Sheridan Boulevard, Denver CO 80212 known as "Lodge". Replacement Cost coverage.

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

NAME AND ADDRESS Outward Bound - Denver 1665 Grant St. Denver, CO 80203	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
LOAN #		
AUTHORIZED REPRESENTATIVE <i>Herman P Laturnau</i>		