

AMENDATORY LEASE AGREEMENT (1385 Curtis Street)

This **AMENDATORY LEASE AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado (the “City” or “Lessor”), and **THE DENVER CENTER FOR THE PERFORMING ARTS**, a Colorado nonprofit corporation, whose address is 1101 13th Street, Denver, Colorado 80204 (the “Lessee”).

W I T N E S S E T H:

WHEREAS, the City is the owner of the Denver Performing Arts Complex (“DPAC”), including but not limited to Space 1-B and Space 3-E, commonly known as the Garner Galleria Theatre, at 1385 Curtis Street, Denver, Colorado, and

WHEREAS, the Parties entered into a Lease Agreement dated May 4, 2023, (the “Lease Agreement”) to lease certain real property located within DPAC, including Space 1-B and Space 3-E at 1385 Curtis Street, Denver, Colorado (the “Leased Premises”) from the City; and

WHEREAS, the Parties wish to amend the Lease Agreement to extend the term, update paragraph 15-Holding Over, update paragraph 18-Payment of City Minimum Wage, update paragraph 19-Nondiscrimination, and update paragraph 34-Examination of Records.

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

1. Section 2 of the Lease Agreement entitled “**TERM:**” is hereby deleted in its entirety and replaced with:

“**2. TERM:** The term of this Lease Agreement shall begin on **February 1, 2023**, and terminate on **January 31, 2029**, unless sooner terminated pursuant to the terms of this Lease Agreement.”

2. Section 15 of the Lease Agreement entitled “**HOLDING OVER:**”, is hereby deleted in its entirety and replaced with:

“**15. HOLDING OVER:** If after the expiration of the Term and any extensions of the Term of this Lease, Lessee shall remain in possession of the Leased Premises or any part thereof, and 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 Lease, except for the provisions relating to the period of Lessee's occupancy. Such holding over may be terminated by City or Lessee upon ten (10) days' notice. In the event that Lessee fails to surrender the Leased Premises upon termination or expiration of this Lease, or such month-to-month tenancy, then Lessee shall indemnify City against loss or liability resulting from any delayed surrender of the Leased Premises."

3. Section 18 of the Lease Agreement entitled "**PAYMENT OF CITY MINIMUM WAGE**:" is hereby deleted in its entirety and replaced with:

"**18. COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Lessee's Lease, the Lessee shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Lease Agreement, the Lessee expressly acknowledges that the Lessee is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Lessee, or any other individual or entity acting subject to this Lease Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

4. Section 19 of the Lease Agreement entitled "**NONDISCRIMINATION**" is hereby deleted in its entirety and replaced with:

"**19. NO DISCRIMINATION IN EMPLOYMENT**: In connection with Lessee's performance pursuant to this Lease, Lessee agrees not to refuse to hire, nor to discharge, promote or demote, nor to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability; and further agrees to insert the foregoing provision in all contracts hereunder for work on the Leased Premises."

5. Section 24 of the Lease Agreement entitled "**EXAMINATION OF RECORDS**:" is hereby deleted in its entirety and replaced with:

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

6. As herein amended, the Lease Agreement is affirmed and ratified in each and every particular.

7. This Amendatory Lease Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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[SIGNATURE PAGES FOLLOW.]

Contract Control Number:
Contractor Name:

FINAN-202582319-01 / 202367175-01
THE DENVER CENTER FOR THE PERFORMING
ARTS

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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

FINAN-202582319-01 / 202367175-01
THE DENVER CENTER FOR THE PERFORMING
ARTS

By:

DocuSigned by:

Janice Sinden

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Name: Janice Sinden

(please print)

Title: President & CEO

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)