

**LEASE AGREEMENT  
(1326 Tremont)**

**THIS LEASE AGREEMENT** is made and entered as of the Effective Date (as defined below) 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 **DENVER FIREFIGHTERS MUSEUM, INC.**, a Colorado nonprofit corporation whose address is 1326 Tremont, Denver, CO 80204 (the “Lessee”), individually a “Party” and jointly the “Parties.”

**WITNESSETH:**

**WHEREAS**, the City is the owner of certain property located at **1326 Tremont, Denver, CO 80204**, which is not required for City use during the duration of the Term (as defined hereunder); and

**WHEREAS**, the City is desirous of leasing a portion of said property to Lessee for use as a museum consistent with the parameters set forth in this Lease Agreement;

**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 those certain premises known as Old Fire Station No. 1 (the “Leased Premises”) and located at **1326 Tremont, Denver, CO 80204**, as more particularly described and depicted on **Exhibit A**, attached hereto and incorporated herein. The description contained on **Exhibit A** may be modified upon the written authorization of the Director of Real Estate (the “Director”) to correct minor, technical errors.

2. **TERM AND RENEWAL OPTION**: The “Term” of this Lease shall begin on the Effective Date, and terminate on **December 31, 2030**, at which point the City will resume occupancy of the Leased Premises, unless extended or sooner terminated pursuant to the terms of this Lease. The Parties have one Option (“Option to Renew”) to renew this Lease, which Option will renew the Lease for five (5) additional years. If the Parties wish to exercise the Option to Renew, they must state in writing the desire and intent to renew. Such Option to Renew letter must

be mutually executed no later than thirty (30) days prior to the end date of the then-current Term. The Director may execute this Option to Renew on behalf of the City.

3. **RENT**: The annual rent for the Term shall be **TEN DOLLARS AND ZERO CENTS (\$10.00)** (“Rent”), making the Maximum Contract Amount **TWENTY DOLLARS AND ZERO CENTS (\$20.00)**. The Annual Rent shall be payable within **ten (10)** days of the Effective Date of this Lease Agreement, or as otherwise agreed upon between the Parties. Rent due during an Option to Renew will be paid upon the commencement of the new Term under the then effective Option to Renew.

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

4. **USE**: The Leased Premises are to be used and occupied by Lessee solely for the purpose of a firefighters’ museum. The Lessee shall use the Leased 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.

The Lessee may sublease the property, provided the sublessee uses the subleased portion for a collateral use of the Lessee or if required for fund raising activities of the Lessee, and the City shall have the right of approval of any sublessee, which shall not be unreasonably withheld.

The Lessee shall be entitled to retain all revenues generated by rental, sublease, and all other activities in and upon the Leased Premises, including salvage value, if any, of materials removed in remodeling, provided that any personal property shall be retained by the Lessee only

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if rejected by the City. All moneys derived from the operations of the Lessee shall be used for the benefit of the museum. Personal property of the Fire Department which is exhibited in the museum shall remain the property of the City. Residents of the City and County of Denver shall at all times receive preferential treatment by the Lessee.

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

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 rental herein recited and performs all of Lessee's covenants and agreements herein contained.

7. **REPAIRS:**

(a) **By City:** Unless otherwise expressly stipulated herein, 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, except repairs as may be deemed necessary by City.

(b) **By Lessee:** Lessee shall make no alterations or additions without first obtaining the written consent of City, which City shall grant or withhold in its sole discretion. Lessee shall be responsible for operating and maintaining the facility and providing all such maintenance, repair and furnishings as may be necessary to operate and maintain the facility as a museum and for code compliance. Lessee shall, at its sole cost, 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 by 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.

9. **ENTRY BY CITY:** Lessee shall permit representatives 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. Lessee shall make any repairs deemed necessary by City no later than thirty (30) days after notice from the City requiring such repairs.

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10. **CARE AND SURRENDER OF THE LEASED PREMISES:** Lessee acknowledges that it has continuously occupied the Premises since the commencement of the original lease agreement, during which time various improvements, alterations, and additions may have been made. Upon the expiration or earlier termination of this Lease, Lessee shall surrender the Premises in good condition and repair, reasonable wear and tear excepted, and in compliance with all applicable building codes, safety regulations, and legal requirements.

Lessee shall be responsible for any damage, deterioration, or structural deficiencies resulting from its occupancy, use, or any modifications made during the Lease term, regardless of when such conditions arose. If City reasonably determines that any portion of the Premises has been adversely affected by Lessee's use or alterations, City may require, at Lessee's sole cost, an inspection by a licensed professional (e.g., structural engineer, architect, or other qualified expert). Lessee shall, at its own expense, promptly correct any deficiencies identified to the satisfaction of City and in accordance with all applicable laws.

All movable furniture, equipment, and other personal effects not removed by Lessee upon surrender shall conclusively be deemed 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. Lessee shall reimburse the City for all expenses incurred in connection with the removal or disposal of such property. Lessee's obligations under this paragraph shall survive the termination of this Lease.

Lessee shall also pay, before delinquency, any and all taxes, assessments, and other charges levied, assessed, or imposed during the Lease term upon Lessee's operations, occupancy, or conduct of business at the Premises, or upon Lessee's equipment, furniture, appliances, trade fixtures, and other personal property of any kind installed or located on the Premises.

11. **SERVICE CHARGES:** The Lessee shall pay for all water, gas, heat, light, power, janitorial, telephone service, internet, and all other services supplied to the Leased Premises.

12. **INDEMNITY:**

(a) Lessee hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and 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 this Lease Agreement, whether during the Lease Term or after, ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful

misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Lessee either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

(b) Lessee's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Lessee's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

(c) Lessee will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City 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 City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

(d) Insurance coverage requirements specified in this Lease Agreement shall in no way lessen or limit the liability of the Lessee under the terms of this indemnification obligation. The Lessee 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 Lease.

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 order of any governmental entity other than the City. 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, its 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 Lease shall continue in full force and effect. In the event such repairs cannot be made within ninety (90) days, Lessee may elect to terminate this Lease. In the event of the total destruction of the Leased Premises, or partial destruction in the event the City elects not to repair

the Leased Premises, without fault or neglect of the Lessee, its agents, employees, invitees, or visitors, or if from any cause the Leased Premises shall be so damaged that the City shall decide not to rebuild (which decision City may make in its sole discretion), then all rent owed up to the time of such destruction or termination shall be paid by Lessee and this Lease shall cease and come to an end.

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, Lessees, 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 Leased 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 Lease Term and arising as a result of those actions or inactions by Lessee. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Lessee causes or permits the presence of any Hazardous Substance on the Leased Premises and that results in contamination, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the Leased Premises to the condition existing prior to the presence of any such Hazardous Substance on the Leased 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 and any extensions of the Term of this Lease, Lessee shall remain in possession of the Leased Premises or any part thereof,  
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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.

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

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

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

17. **TERMINATION**:

(a) The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Lessee. However, nothing gives the Lessee the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Director.

(b) Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Lessee or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with

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Lessee's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

(c) Upon termination of the Agreement, with or without cause, the Lessee shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

(d) If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Lessee's possession, custody, or control by whatever method the City deems expedient. The Lessee shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Lessee shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

18. **COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Lessee's provision of services hereunder, 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.

19. **NONDISCRIMINATION**: In connection with Lessee's performance pursuant to this Lease, Lessee agrees not to refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Lessee shall insert the foregoing provision in all subcontracts for work on the Leased Premises.

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

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

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

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

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

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

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

(h) Automobile Liability: Lessee shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used at the Leased Premises.

(i) Property Insurance: Lessee shall provide 100% replacement cost for Lessee's tenant improvements and personal property. Business Interruption coverage shall be included with limits not less than the annual payments due to the City under the term of the Lease Agreement. Lessee understands and acknowledges that the City does not provide any insurance coverage for any property of the Lessee, its agents, employees or assignees located in the Leased Premises and Lessee acknowledges and agrees that the Lessee, its agents, employees and assignees have no claim against the City for any damage or loss of personal property and belongings of Lessee, its agents, employees or assignees in the Leased Premises.

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21. **VENUE, GOVERNING LAW**: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

22. **ASSIGNMENT AND RIGHT TO SUBLEASE**: The Lessee shall not assign, sublet or transfer its rights under this Lease without first obtaining the written consent of the Director. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Lessee shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor or assign.

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

Lessee shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession, or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

24. **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,

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papers and records related to Lessee's performance pursuant to this Lease, provision of any goods or services to the City, and any other transactions related to this Lease. Lessee shall cooperate with 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 or expiration of the applicable statute of limitations. When conducting an audit of this Lease, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Lessee to make disclosures in violation of state or federal privacy laws. Lessor shall at all times comply with D.R.M.C. 20-276.

25. **AMENDMENT**: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City. No alteration, amendment or modification of this Lease shall be valid unless evidenced by a written instrument executed by the Parties hereto with the same formality as this Lease, however, the Director shall have the authority to execute agreements which make technical, minor, or non-substantive changes to this Lease. The failure of either Party hereto to insist in any one or more instances upon the strict compliance or performance of any of the covenants, agreements, terms, provisions or conditions of this Lease, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision or condition, but the same shall remain in full force and effect.

26. **SEVERABILITY**: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

27. **BINDING EFFECT:** This Lease when executed and when effective, shall inure to the benefit of and be binding upon the successors in interest or the legal representative of the respective parties hereto, subject to assignment or sublease in accordance with Section 22.

28. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Lessee lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City’s Charter and the Denver Revised Municipal Code.

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

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

To the City: City and County of Denver  
Attn: Director of Real Estate  
201 West Colfax Avenue, Dept. 1010  
Denver, CO 80202  
realestate@denvergov.org

With copies to: Mayor’s Office  
City and County Building  
1437 Bannock Street, Room 350  
Denver, CO 80202

and

Denver City Attorney  
Denver City Attorney’s Office  
201 West Colfax Avenue, Dept. 1207  
Denver, CO 80202

To Lessee: Denver Firefighters Museum  
1326 Tremont  
Denver, CO 80204  
Attn: Director

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom

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notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

31. **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. Further, this Lease supersedes any and all prior written or oral agreements between the Parties.

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 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 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 Lessee shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Lease or because of any breach thereof or because of its or their execution, approval or attempted execution of this Lease.

34. **CONFLICT OF INTEREST**:

(a) No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. Lessee shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

(b) Lessee shall not engage in any transaction, activity, or conduct that would result in a conflict of interest under the Lease Agreement. Lessee represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions or work of the Lessee by placing the Lessee's own interests, or the interests of any party with whom the Lessee has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the

existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Lessee written notice describing the conflict.

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

36. **LICENSES, PERMITS, AND OTHER AUTHORIZATIONS**: The Lessee shall secure, prior to the Term, and shall maintain, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Lease Agreement. This section is a material part of this Lease Agreement.

37. **PROHIBITED TERMS**: Any term or condition that requires the City to indemnify or hold the Lessee harmless; requires the City to agree to binding arbitration; requires the City to obtain certain insurance coverage; limits the Lessee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be *void ab initio*. Any agreement containing a prohibited term shall otherwise be enforceable as if it did not contain such term or condition, and all agreements entered into by the City, except for certain intergovernmental agreements, shall be governed by Colorado law notwithstanding any term or condition to the contrary.

38. **SURVIVAL OF CERTAIN PROVISIONS**: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Lessee's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

39. **REASONABLENESS OF CONSENT OR APPROVAL**: Whenever under this Lease "reasonableness" is the standard for the granting or denial of the consent or approval of either Party hereto, such Party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

40. **LEGAL AUTHORITY**: The Lessee represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Lease Agreement. Each person signing and executing the Lease

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Agreement on behalf of the Lessee represents and warrants that they have been fully authorized by the Lessee to execute the Lease Agreement on behalf of the Lessee and to validly and legally bind it to all the terms, performances and provisions of the Lease Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Lease Agreement if there is a dispute as to the legal authority of either the Lessee or the person signing the Agreement to enter into the Lease Agreement.

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

42. **REPORTING**: Lessee will submit a report annually, no later than March 31 of the following calendar year, to realestate@denvergov.org as justification for the public purpose of this Lease. In a short report of one or two pages, the Lessee must address (a) the continued public purpose and benefit to the City of Lessee operations on the Leased Premises; (b) description of Lessee's use of the property in the past/current year; and (c) Operational/Program Plans for the current/coming year.

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

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

45. **EFFECTIVE DATE**: The effective date shall be the date the City delivers a fully executed electronic copy of this Lease to the Lessee ("Effective Date").

46. **DATA SECURITY AND PROTECTION**: The Lessee shall comply with all applicable federal, state, and local data protection laws, regulations, and industry standards

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CCN:

relevant to its performance under this Agreement, including, where applicable, Colo. Rev. Stat. §§ 24-73-101 to -103. The Lessee shall implement reasonable security procedures and safeguards appropriate to the nature of any City data accessed, created, or maintained under this Agreement, and shall protect such data from unauthorized access, use, modification, disclosure, or destruction through appropriate administrative, technical, and physical controls, including encryption of data in transit and at rest. The Lessee shall promptly notify the City within twenty-four (24) hours of discovering any security breach involving City data by sending notice to [privacy@denvergov.org](mailto:privacy@denvergov.org), ATTN: CCD Data Protection Officer, and shall cooperate fully in breach response and remediation efforts. Upon termination of this Lease Agreement or upon the City's written request, the Lessee shall return or securely destroy all City data and provide written certification of such action. The City retains sole ownership of all City data, and the Lessee may use such data solely for the purpose of fulfilling its obligations under this Lease Agreement.

47. **ATTACHED EXHIBITS INCORPORATED**: The following attached exhibits are hereby incorporated into and made a material part of this Lease Agreement: **Exhibit A**, Depiction of Leased Premises; **Exhibit B** – Certificate of Insurance.

**END.**

**SIGNATURE PAGES TO FOLLOW**

**Contract Control Number:** FINAN-202582575-00  
**Contractor Name:** DENVER FIREFIGHTERS MUSEUM, INC.

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-202582575-00  
DENVER FIREFIGHTERS MUSEUM, INC.

By:  Signed by:  
AC958DB1449A4F7...

Name: Katie Karras  
(please print)

Title: Director  
(please print)

ATTEST: [if required]

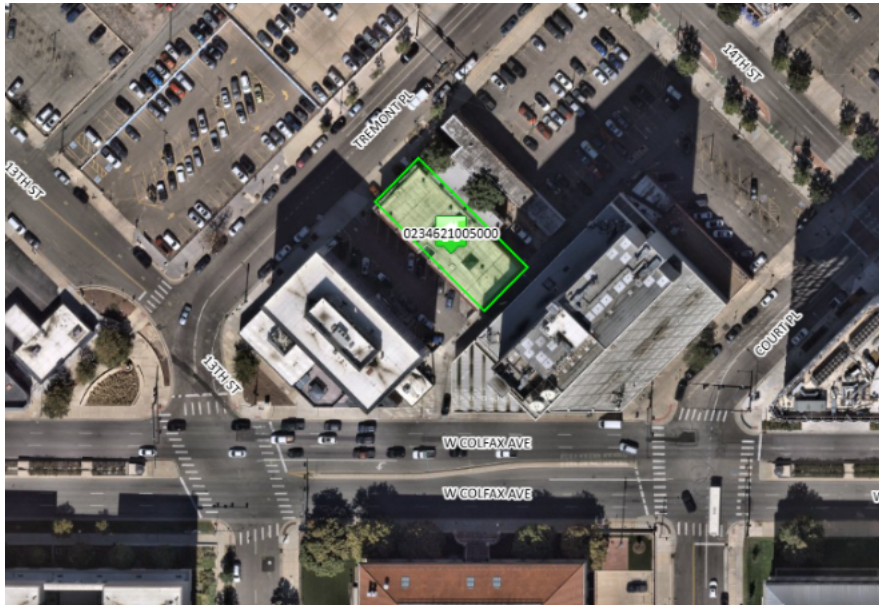
By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

# EXHIBIT A

## Premises



# EXHIBIT B





AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

<b>AGENCY</b> CC/ANDREA ROMERO		<b>NAMED INSURED</b> RETIRED FIREFIGHTERS ASSOCIATION OF DENVER 9199 VIAGGIO WAY HIGHLANDS RANCH, CO 80126	
<b>POLICY NUMBER</b> 01037786		<b>EFFECTIVE DATE:</b> 08/22/2025	
<b>CARRIER</b> Artisan and Truckers Casualty Company	<b>NAIC CODE</b> 10194		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25    **FORM TITLE:** Certificate of Liability Insurance

**Additional Coverages**

Insurance coverage(s)	Limits
Uninsured/Underinsured Motorist	\$250,000/\$500,000

**Description of Location/Vehicles/Special Items**

Scheduled autos only	
1953 SEAGRAVE FIRETRUCK G8905	
Collision	\$1,000 Ded
Comprehensive	\$1,000 Ded
Medical Payments	\$5,000 each person

**Additional Information**

1326 Tremont Pl, Denver, CO 80204 is listed as Garaging Location on this commercial auto policy.