

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City" or "Lessor"), and **DOWNTOWN DENVER EVENTS, INC.**, a Colorado nonprofit corporation, whose address is 511 16th Street Suite 200 Denver, Colorado 80202 (the "Lessee").

### WITNESSETH:

**WHEREAS**, the City is the owner of real property at 1245 Champa Street in Denver, Colorado (the "Property"), a portion of which is not required for public use and occupancy at present; and

**WHEREAS**, the City is desirous of leasing this property to Lessee for use as office space for the Innovation Center (the "Innovation Center").

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

1. **LEASED PREMISES**: Subject to the terms of this Lease Agreement (hereinafter referred to as "Lease"), the City hereby agrees to lease, demise, and let unto Lessee and the Lessee does hereby lease from the City those certain premises (the "Leased Premises") located at 1245 Champa Street in Denver, Colorado, as more particularly depicted on Exhibit A, attached hereto and incorporated herein, containing office space, including the basement, first floor, and second floor, except that space occupied by the City's Business Assistance Center (as depicted on Exhibit A). Lessee may, upon 90 days prior notice to the City, lease the third floor at the Property, consisting of approximately 10,000 square feet, upon all of the terms and conditions of this Lease (not including the Rent, which shall be determined by mutual agreement of the parties) and such additional space shall be added to and deemed a part of the Leased Premises, and upon the request of either party, the parties shall enter into an amendment to this Lease evidencing such expansion. In addition, the Lessee shall have an ongoing right of first offer to lease all of the third and/or fourth floor of the Property (the "ROFO Space") in the event that such space becomes available during either the initial or extended term of the Lease (the "Right of First Offer"). If all of the third and/or fourth floor becomes available during a term of the Lease as defined below and/or the City desires to offer to lease such space to third

parties, the City will notify the Lessee of its availability (the “ROFO Notice”) in writing. The Lessee shall have thirty (30) days following receipt of the ROFO Notice to provide written notice to the City that it intends to exercise its Right of First Offer and lease the ROFO Space identified in the ROFO Notice, upon all of the terms and conditions of this Lease (not including Rent). Upon such notification, such additional space shall be added to and deemed a part of the Leased Premises, and upon the request of either party, the parties shall enter into an amendment to this Lease evidencing the same and the City shall modify the depiction of the Leased Premises on Exhibit A as allowed below and provide to the Lessee such modified Exhibit A. The depiction contained on Exhibit A may be modified upon the written authorization of the Director of Real Estate (the “Director”), to correct minor, technical errors, and to add the third and/or fourth floors if the premises are expanded as contemplated herein. The ROFO with regard to the fourth floor is subject at all times to the City’s priority right to use the fourth floor of the Property for a public purpose of the City.

2. **TERM**: The term of this Lease shall begin upon execution of the Lease by both parties (the “Commencement Date”), and it shall terminate upon last day of the 120th full calendar month following the date hereof (the “Initial Term”, as the same may be extended, the “Term”). Upon expiration of the Initial Term, the Lessee and the City may, upon mutual agreement, extend the term of the Lease for up to three (3) additional terms of five (5) years each (each, a “Renewal Term”). Lessee shall provide written notice to the City (the “Renewal Notice”) at least six (6) months prior to the expiration of the Initial Term, or Renewal Term, as applicable, of its intent to extend the term of the Lease for a Renewal Term. Upon the timely delivery of each Renewal Notice, the Initial Term shall be deemed extended for the Renewal Term upon all of the terms and conditions of this Lease (not including Rent), and at the request of either party, an amendment to this Lease shall be entered into memorializing the same.

3. **RENT**: The Lessee shall pay to the City rent (“Rent”) of \$1.00 per year during the Initial Term. Rent shall be paid to the City as specified by the Director.

4. **USE**: The Leased Premises are to be used and occupied by Lessee primarily as office or retail space, unless the Director approves of another use, which approval shall not be unreasonably withheld, delayed or conditioned. 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 sub-lessees, employees, officers, agents, invitees and visitors.

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., except as otherwise set forth in this Lease, including Section 8 hereof

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

7. **PREMISES/CONSTRUCTION:**

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, except as required pursuant to Section 8.C hereof or as may be required, to maintain the exterior, foundation, roof and structural portions or soundness of the Property, including the Leased Premises, and except as required to keep the HVAC in good working order and condition.

B. **By Lessee:** Lessee shall undertake no construction within the Leased Premises (“Tenant Improvements”) without the written approval by the Director of such Tenant Improvements, such approval shall not be unreasonably withheld, conditioned, or delayed, provided, however, that, by its execution hereof, the City hereby approves the initial Tenant Improvements for the Innovation Center. All Tenant Improvements made at any point during the Term are subject to all of the City’s requirements with regard to construction at a City-owned site and any written approval of Tenant Improvements is

expressly subject to those requirements. Notwithstanding the foregoing, Landlord's prior written approval shall not be required for any Tenant Improvements that satisfies all of the following criteria: (a) is either cosmetic in nature (including, without limitation, painting, carpeting and wallcovering) or consists of an interior decorating improvement or alteration; (b) will not affect the base Building systems or structure; (c) does not require work to be performed inside the walls or above the ceiling of the Leased Premises; (d) does not require a building permit; and (e) the cost of Tenant Improvements made at any one time does not exceed \$25,000.00.

Any work, including the Tenant Improvements, shall be built or made strictly in accordance with the following terms and conditions, and no such work or contracts or subcontracts for the same shall be entered until Lessee has established to the Director's reasonable satisfaction that the following terms and conditions have been fully and appropriately satisfied.

- a.** Before the commencement of such work, (i) conceptual/schematic, preliminary and final detailed plans (which shall include samples of colors and materials), and specifications shall be filed with and approved by the Director and all governmental departments or authorities having jurisdiction or design review thereover, (ii) all such work shall be done subject to and in accordance with the requirements of law and applicable regulations of all such governmental departments and authorities and, when required, each affected public utility company, and (iii) all work shall be fully coordinated with scheduled City Venues' events and with the construction, remodeling, repair and other work being performed by others at the City Venues.
- b.** Before the commencement of such work, Lessee shall obtain, and provide to the City Attorney for approval, payment and performance bonds to the extent required by and in accordance with the laws of the State of Colorado, the City Charter and ordinances of the City and County of Denver.
- c.** Lessee shall pay and ensure that its construction contractors and subcontractors pay any and all prevailing wage rates to laborers and

workmen, as set forth in sections 20-76 through 20-79 of the Denver Revised Municipal Code (“DRMC”), as the same may be amended or recodified from time to time..

- d.** Lessee shall obtain insurance as required by the City’s Office of Risk Management, and provide evidence thereof to the City Attorney, against all liabilities and claims potentially arising out of or related to the work contemplated by this Section 9. The City’s Risk Management Office shall be notified of all such work prior to commencement of the work and, upon receipt of notice thereof, will require appropriate insurance of the Lessee and/or Lessee’s General Contractors. Insurance requirements may include, without limitation, Builders’ Risk and an Installation Floater covering the property and equipment, with the City and County of Denver listed as an Additional Insured, and professional insurance covering all engineering and architectural work. Per Section 23, all subcontractors and subconsultants are required to procure and maintain the same coverage required of the Lessee, as applicable to the scope of work. All coverage related to the subject work shall be kept in full force at all times during the work and warranty period. Evidence of coverage must be submitted to the City Attorney before commencement of such work. Neither the obligation to obtain such insurance nor the obtaining of such insurance shall relieve or lessen Lessee’s indemnification of City, except to the extent of payment under policies of such insurance.
- e.** Such work shall be performed in compliance with the provisions for small business enterprise, equal employment opportunity, and minority and women business enterprise participation that are contained in sections 28-31 through 28-90, DRMC, as the same may be amended or recodified from time to time.
- f.** Such work shall be performed in a first class workmanlike manner and in accordance with the plans and specifications approved for the same and by contractors satisfactory to the Director. Lessee shall redo or replace, at its

sole cost and expense, prior to or after completion of such work, any work as determined by the Director which is not done in accordance with such plans and specifications as approved by the Director.

- g.** The risk of loss or damage to all such required or permitted repairs, alterations, modifications or installations prior to completion thereof shall be upon Lessee and Lessee shall, at its own cost and expense, replace and repair any and all such damage in accordance with the provisions of this Section

**C. Funding for Capital Improvements:** Upon the start of the Initial Term, and on or before each anniversary of the Commencement Date thereafter, Lessee shall deposit with the City Twenty-Five Thousand Dollars (the “Reserve Deposit”), subject to the \$100,000.00 cap below. Lessee shall be obligated to pay the pro-rated portion of the Reserve Deposit for any partial year during the Term, including any holdover period. The Reserve Deposit and any interest earned on the Reserve Deposit shall be used for capital maintenance expenses necessary to maintain the Leased Premises as mutually determined by the City and Lessee. In the event the City, and Lessee determine that there are building capital maintenance requirements for the Leased Premises, the City and Lessee shall each contribute fifty percent (50%) of the cost of such capital requirements; provided, however, in no event shall the Lessee be required to contribute more than its share of funds then existing in the Reserve Deposit Account (as defined below) or its Accrued Reserve Deposit (as defined below). For payment of such capital maintenance expenses, the City may withdraw from the account holding the Reserve Deposits (the “Reserve Deposit Account”) only an amount up to Lessee’s obligation to contribute fifty percent (50%) toward the payment of such expenses. Lessee’s obligation to contribute fifty percent (50%) of the cost of building capital maintenance requirements shall be capped at \$25,000.00 per year. In the event that there are insufficient funds in the Reserve Deposit Account for payment of Lessee’s share of capital maintenance expenses in any one year, the City shall be solely responsible for the shortfall in any payments due in that year.

In the event that there are funds in the Reserve Deposit Account in an amount less than One Hundred Thousand Dollars (\$100,000.00), Lessee shall be required

to make annual Reserve Deposits until such time as the balance in the Reserve Deposit Account reaches One Hundred Thousand Dollars (\$100,000.00). In the event that the balance in the Reserve Deposit Account in any year during the Term reaches One Hundred Thousand Dollars (\$100,000.00), Lessee will not be required to make any further contributions to the Reserve Deposit Account, but Lessee's obligation to make such annual Reserve Deposits will accrue at the rate of Twenty Five Thousand Dollars (\$25,000.00) per year (the "Accrued Reserve Deposit"), for the duration of the Term, including any Renewal Term. If at the end of the Lease Term any money remains in the Reserve Deposit Account, the City shall promptly refund it to the Lessee. Also, at the end of the Lease Term, the Lessee's obligation to pay the Accrued Reserve Deposit shall terminate and no further payments shall be required.

**8. SIGNAGE/MARKETING/EXCLUSIVITY:** The Lessee shall be allowed to place signage to the extent permitted by the City's ordinances, and approval of such signage by the City, which shall not be unreasonably withheld, conditioned or delayed.

**9. ENTRY BY CITY:** Lessee shall permit representatives of the City to enter into and upon the Leased Premises after receiving reasonable prior notice from the City to inspect the same, except in the case of emergencies, in which case the City may enter into and upon the Leased Premises without notice, and Lessee shall not be entitled to any abatement or reduction of rent by reason thereof.

**10. CARE AND SURRENDER OF THE LEASED PREMISES:** At the termination of this Lease, Lessee shall deliver the Leased Premises, including any approved Tenant Improvements, to the City in good condition, ordinary wear and tear excepted. Lessee shall remove all of Lessee's movable furniture and other effects and Lessee shall remove all Tenant Improvements that the City requests, in writing at least thirty (30) days prior to the end of the Term, be removed. All of Lessee's movable furniture and other effects and all fixtures that the City has requested be removed that are 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. Upon expiration or termination of the Lease, any data or communications cabling installed for Lessee's use in the Leased Premises shall be removed by Lessee unless (i) City has approved the cabling in writing stating that the cabling need not be removed, or (ii) prior to the end of the term, the City advises Lessee in writing that all or some portion of the cabling need not be removed and in which case such cabling shall become a part of the Leased Premises and belong to the City.

**11. TAXES:** 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, 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.

**12. UTILITIES, JANITORIAL SERVICE AND MAINTENANCE:**

Lessee shall pay for all utilities and janitorial services (defined below) allocable to the Leased Premises on a monthly basis. Lessee shall pay to the City the actual cost of such utilities and services. Currently, the parties estimate such actual cost to be Seven Thousand Five Hundred Dollars (\$7,500.00) per month, and such estimated cost shall be due to the City on the tenth of each month of the Term ("Lessee's Payments"). The amounts of Lessee's Payments for the years after the first year of the Initial Term shall be based on the previous year's actual costs. Annually, the City shall provide Lessee with a reconciliation of their payments to the actual costs of providing utilities ("Actual Costs"), and the parties shall reconcile Lessee's Payments to the Actual Costs by either (i), if the Lessee has underpaid, the Lessee will pay the difference between the Actual Cost and Lessee's Payments or (ii), if the Lessee has overpaid, the City shall credit Lessee's account by the amount of overpayment and Lessee may reduce its future payments by the overpaid amount( or, at the end of the Lease Term, promptly refund it to Lessee). All past due payments shall accrue interest at the rate of 8% per annum until paid, subject to Lessee's right to notice and a 5 business day period in which the cure. Lessee shall be responsible



for arranging for, and paying all deposits, fees and charges associated with, (i) telephone and other communication services to the Leased Premises, and (ii) trash hauling. The City will not be liable for any reason for any loss or damage resulting from an interruption of any of these services.

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

**14. 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 rent , additional rent and

obligation to pay the Reserve Deposit or accrue to the Accrued Reserve Deposit -herein shall abate until such time as the Leased Premises are made tenantable by City. In the event such repairs cannot be made within 90 days, Lessee may elect to terminate this Lease. In the event of the total destruction of the Leased Premises this Lease shall cease and come to an end as of the date of the casualty.

**15. HAZARDOUS SUBSTANCES:** Lessee shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Premises by Lessee, sub-lessee, or any of sub-lessee's or Lessee's agents, employees, Lessees, or invitees. If Hazardous Substances are used, stored, generated, or disposed of on or in the Premises, or if the 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 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 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, but does not include commonly used household cleaning chemicals and compounds used in a manner or

quantity that does not violate any applicable law, rule or regulation relating to human health or the environment.

**16. TERMINATION:** At any time during the Term of this Lease, Lessee shall have the right to terminate the Lease by giving not less than 90-days' prior written notice thereof to Landlord.

**17. HOLDING OVER:** If after the expiration of the Term and any extensions of the Term of this Lease, Lessee shall remain in possession of the Leased Premises or any part thereof, and continue to pay rent and make a Reserve Deposit, 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 equivalent to 125% of the then current monthly installment of rent due hereunder, payable in advance on the first day of each calendar month thereafter. Such holding over may be terminated by City or Lessee upon ten (10) days' notice.

**18. 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 and Reserve Deposit up to \$100,000.00 earned at the time of termination, plus interest thereon at the rate of eight percent (8%) per annum from the due date; (iii) the balance of the rent and Reserve Deposit, if due, for the remainder of the term less any rents from a third party that the City actually 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 or third parties as a result of its use and occupancy of the Leased Premises. The City may retake possession of the Leased Premises pursuant to applicable law, including the Tenant Improvements, and shall have the right, but not the obligation, without being deemed to have accepted a surrender thereof, and without terminating this Lease, to relet same for the remainder of the term provided for herein; and if the rent received through such reletting

does not at least equal the rent provided for herein, Lessee shall pay and satisfy any deficiency between the amount of the rent so provided for and that received through reletting; and, in addition thereto, Lessee shall pay all reasonable expenses incurred in connection with any such reletting.

(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.

**19. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Lease, the 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.

**20. LESSEE'S INSURANCE:**

(1) **General Conditions:** Lessee agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Lessee shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City 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 Agreement. Such notice shall reference the City contract number listed on the signature page of this 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. If

any policy is in excess of a deductible or self-insured retention, the City must be notified by the Lessee. Lessee shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this 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 Agreement.

(2) **Proof of Insurance:** Lessee shall provide a copy of this Agreement to its insurance agent or broker. Lessee may not commence services or work relating to the Agreement 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 Agreement shall not act as a waiver of Lessee's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

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

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

(5) **Sublessees and Subconsultants:** All sublessees and subconsultants (including independent Lessees, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Lessee. Lessee shall include all such sublessees as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such sublessees and subconsultants maintain the required coverages. Lessee agrees to provide proof of insurance for all such sublessees and subconsultants upon request by the City.

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

(7) **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.

(8) **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 performing services under this Agreement

(9) **Property Insurance:** Lessee shall maintain All-Risk/Special Cause of Loss Form Property Insurance on a replacement cost basis including coverage for Lessee's tenant improvements, betterments, and contents. If the Leased Premises is located in a flood or quake zone (including land subsidence), flood, or quake insurance shall be provided separately or in the property policy. Coverage shall include business interruption, including rental value, leasehold interest and extra expense. The City and County of Denver shall be named Loss Payee as its interest may appear.

(10) **Additional Provisions:**

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

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are in excess of policy limits;
- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and

- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (b) For claims-made coverage:
  - (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
- (c) Lessee shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Lessee will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

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

**22. ASSIGNMENT AND RIGHT TO SUBLEASE:** The Lessee shall not assign or transfer its rights under this Lease without first obtaining the written consent of the Director. Lessee may sublet portions of the Leased Premises to subtenants whose use of a portion of the Leased Premises is not inconsistent with the Innovation Center without the Director's written consent.

**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.

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

25. **AMENDMENT**: No alteration, amendment or modification of this Lease shall be valid unless evidenced by a written instrument executed by the parties hereto with the same formality as this Lease; however, the Director shall have the authority to execute 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**: If any portion of this Lease is determined by a court to be unenforceable for any reason, the remainder of the Lease remains in full force and effect.

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 paragraph 21 above.

28. **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.

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

To the City:

Director of Real Estate  
201 West Colfax Avenue  
Denver, CO 80202



With copy to:

City Attorney  
1437 Bannock Street, Rm. 353  
Denver, CO 80202

To Lessee:

**DOWNTOWN DENVER, INC.**  
511 16th Street Suite 200  
Denver, Colorado 80202

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

**30. 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.

**31. WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any performance hereunder constitute or be construed to be a waiver by any party 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.

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

**33. CONFLICT OF INTEREST BY CITY OFFICER:** Lessee represents that to the best of its information and belief, no officer or employee of the City is either directly or indirectly a party to, nor in any manner does such officer or employee have an

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

**34. BROKER:** The parties acknowledge that no brokers have been used in this transaction and there is no payment obligation to a broker by either party.

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

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

**38. CITY'S EXECUTION OF LEASE:** 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.

**39. 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.

**40. STANDARD OF APPROVAL.** Wherever the City or Director is permitted to grant or deny its consent of approval, the City or Director shall use its reasonable judgment based on the facts and circumstances

EXHIBIT A: Depiction of Leased Premises

EXHIBIT B: Certificate of Insurance

**Contract Control Number:**

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:** FINAN-201418261-00

**Contractor Name:** Downtown Denver Events, Inc.

By: Tamara Door

Name: Tamara Door  
(please print)

Title: President & CEO  
(please print)

**ATTEST: [if required]**

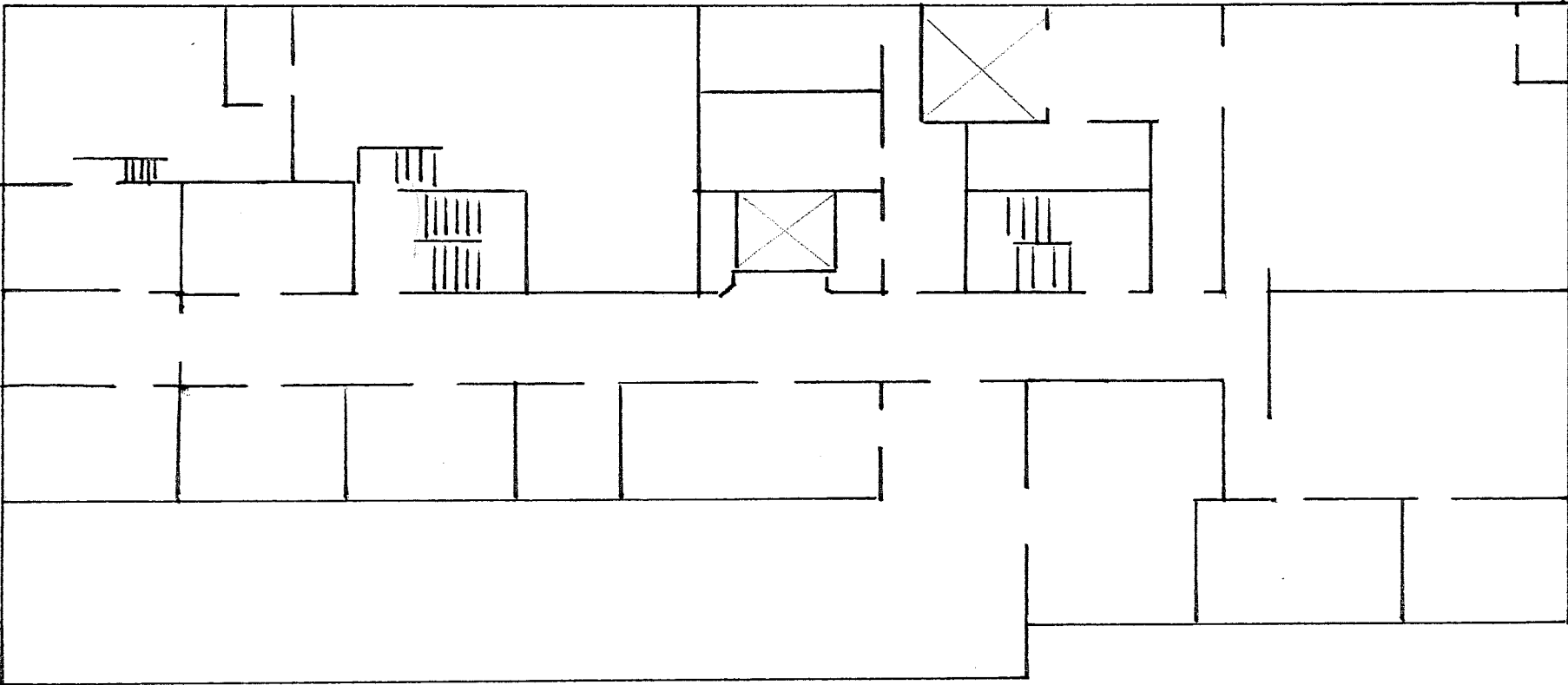
By: \_\_\_\_\_

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

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

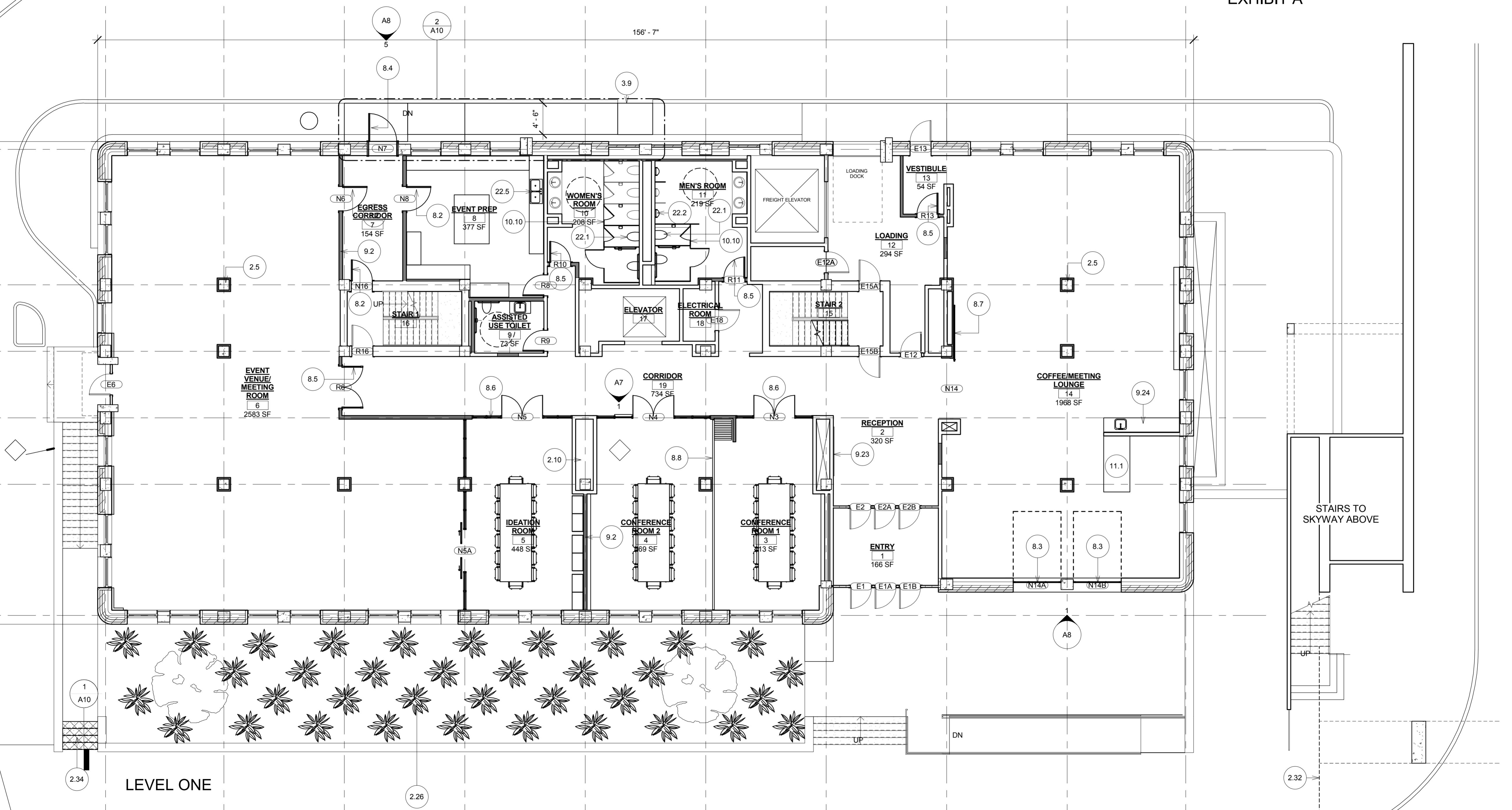


1245 CHAMPA STREET  
EXHIBIT "A"



BASEMENT

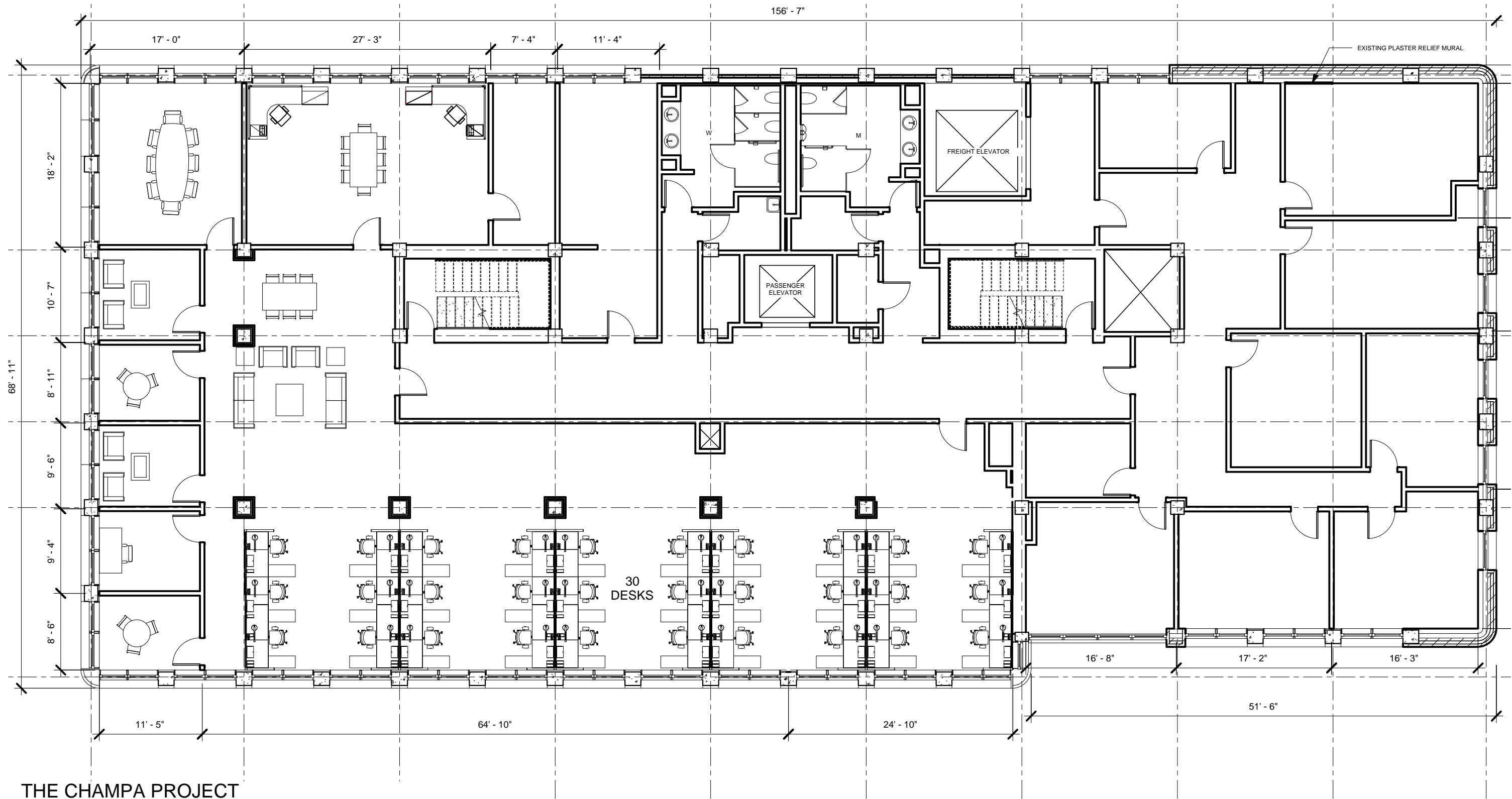
124 CHAMPA STREET  
EXHIBIT A"



LEVEL ONE

STAIRS TO  
SKYWAY ABOVE

# 1245 CHAMPA STREET EXHIBIT "A"



THE CHAMPA PROJECT  
Level Two  
Scale 3/32"=1'-0"





## DESCRIPTIONS (Continued from Page 1)

A Waiver of Subrogation is provided in favor of Additional Insured on the General, Automobile and Workers Compensation Liability Policies and the Property Coverage if required by written contract or agreement subject to the policy terms and conditions.

Loc# 3 - 1245 Champa St.; Denver, CO

Building # 1 Office