

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") 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 ROSE ANDOM CENTER, INC., a Colorado nonprofit corporation, with its principal office address at 1330 Fox Street, Denver, CO 80204 (the "Lessee"), as of the date set forth on the City's signature page, to be effective as of the date the City acquires the Leased Premises as set forth below (the "Effective Date").

WITNESSETH:

WHEREAS, the City expects to be the owner of certain property located at 1330 Fox Street, Denver, Colorado 80204, as more particularly described in Section 1 below, together with all buildings or improvements located thereon and appurtenances thereto (the "Premises" or "Leased Premises"); and

WHEREAS, Lessee has made certain improvements to the Premises with the permission of the City to make the Premises usable by the Lessee as a resource center to provide services to the victims of domestic violence including without limitation medical, police, legal, counseling, education and other related services for victims of domestic violence ("Rose Andom Center"); and

WHEREAS, the City desires that Lessee lease the Premises for the operation of the Rose Andom Center at the Premises, in conjunction with other similar and allied service provider agencies to be housed on the Premises; and

WHEREAS, Lessee desires to lease the Premises for the operation of the Rose Andom Center consistent with the parameters set forth in this Lease;

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, the City agrees to lease, demise, and let unto Lessee and the Lessee does hereby lease from the City the entirety of the Premises, as more particularly described as follows:

WITTERS 1st ADD B19 L7 TO 15 TO ARLINGTON HEIGHTS

City and County of Denver, Colorado

The description of the Leased Premises and other matters not constituting major changes to the Lease may be modified upon the written authorization of the Director, Division of Real

Estate (hereinafter the "Director").

Notwithstanding anything to the contrary in this Lease, the City and Lessee agree that the City's acquisition of the Leased Premises from School District No. 1 in the City and County of Denver and State of Colorado ("DPS") shall be an express condition precedent to the effectiveness of this Lease. In the event the City does not acquire the Leased Premises from DPS on or before August 1, 2016, this Lease shall be null and void and shall have no further force and effect.

2. **TERM**: The term of this Lease shall begin on July 1, 2016, and terminate on June 30, 2066, unless sooner terminated pursuant to the terms of this Lease. This term is subject to the unilateral option of the Lessee to renew for five (5) additional ten (10) year terms on the same terms and conditions as set forth under this Lease. Such option shall be exercised by written notice from the Lessee to the City a minimum of one year prior to the expiration of the then current term.

3. **RENT**: The Lessee shall pay to the City for the rent of the Leased Premises the total sum of Fifty Dollars for the initial term of the Lease (\$50.00), payable to the Manager of Finance upon commencement of the Lease term. This payment shall be delivered to the Director, c/o Finance Administration, 201 West Colfax Avenue, Dept. 1010, Denver, Colorado 80202 or to such other address as the City may designate. All past due installments shall bear interest at the rate of twelve percent (12%) per annum until paid.

4. **USE**: The Leased Premises are to be used and occupied by Lessee for the purpose of operating the Rose Amond Center. It is the intent of Lessee to sublease portions of the Leased Premises to other entities or individuals with a compatible mission and compatible services to the Rose Amond Center, both within and outside of the judicial system. It is further the intent of the parties that various City employees will be housed in the Leased Premises either full time or part time. Such employees may include, but shall not be limited to, those working for the Denver Police Department, the City Attorney's Office, the District Attorney's Office, the Department of Human Services and other City agencies as needed. Medical personnel (which may be from the Denver Health and Hospital Authority) may also be housed at the Leased Premises. The City expressly consents to the use and occupancy of the Leased Premises by the above-mentioned City agencies and appropriate medical personnel. The Lessee will conduct all activities in the Leased Premises in accordance with the terms of this Lease, and will further require that all subtenants also comply with the terms of this Lease. Any entities providing services from the Leased Premises who are required to have state and/or City licenses shall maintain such licenses in good standing. Lessee

will ensure that all agencies have any required licenses, and shall immediately notify the City when Lessee becomes aware of any investigation that has been commenced, or any action that has been taken, by any governmental agency in respect of such license, including without limitation, the suspension or revocation thereof, provided however that Lessee shall not be responsible for any of the City's licensing. Lessee shall use the Leased Premises in a careful, safe, and proper manner, and shall not knowingly 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. Except for Permitted Closures (as defined below), in the event Lessee ceases to operate a resource center for more than thirty (30) consecutive days to provide services to the victims of domestic violence, Lessee will be in breach of this Lease and such cessation of services shall constitute an act of default. "Permitted Closures" shall mean (a) any closures due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of Lessee, (b) any closures caused by Lessor except those caused by Lessor pursuant to its regulatory powers, and (c) temporary closures necessary for construction.

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 expressly provided herein for repairs and maintenance. Further, since Lessee has had most of the recent remodeling work and construction performed on the Leased Premises by its contractor, Lessee is in a better position than the City to know the current condition of 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 AND MAINTENANCE:**

- (a) The City shall be responsible for the maintenance and repair of the basic structure of the building, including the foundation, roof, exterior walls of the building, and glass doors and windows (except as excluded below), but excluding exterior lights. Such structural maintenance would include any structural change or addition required by federal, state or City laws, or by zoning, building, health or safety regulations. The City shall be responsible for all maintenance and repair of the heating, ventilating and air-conditioning system, and for elevator maintenance and repair. Lessor shall be responsible for all interior repairs and non-routine maintenance not covered by the City's maintenance contractor. The City shall be responsible for all electrical, plumbing, carpentry and other repairs to the Leased Premises which cost more than \$2,000.00 per repair item. The City has the right to schedule an annual building inspection by a third party inspector to determine the condition of the Leased Premises, which shall be conducted at a time approved by Lessee with reasonable advance notice to Lessee. The City shall pay for electricity, gas, or similar energy charges for the entire Leased Premises. In the event Lessee believes there are maintenance items that are the responsibility of the City as set forth herein which have not been accomplished Lessee shall deliver to the City a list of anticipated significant maintenance items. The Lessee shall be responsible for the maintenance and repair of exterior lights, interior lights, glass doors and windows which are broken directly or indirectly as a result of Lessee's programs and operations, and all interior decorations, including carpet, floor tile and window coverings. The Lessee shall be responsible for any electrical system upgrades which are required as a result of the load its operation places upon the electrical system. The Lessee shall be responsible for all electrical, plumbing, carpentry and other repairs to the Leased Premises which cost less than \$2,000.00 per repair item. Lessee shall be responsible for the cost of water and telephone service to the Leased Premises, subject to any reimbursement due from Lessor under Section 8(b) below. Lessee shall have all water bills placed in its name at the commencement of this Lease. Any repair or construction work performed by the Lessee must comply with all City ordinances applicable to City

owned buildings.

- (b) Lessee has coordinated with the City's Technology Services Group and at Lessee's expense has installed the technology infrastructure for the entire Leased Premises including wiring and connections for services that are compatible with the City's systems for network connectivity, network switching, telephones, wireless and camera infrastructure throughout the Leased Premises. City employees shall be able to utilize and connect through the technology infrastructure for such systems which has been provided by Lessee. The City shall be responsible for maintaining and repairing portions of the technology infrastructure that it is utilizing, and Rose Aodom Center shall be responsible for maintaining and repairing portions of the technology infrastructure that it is utilizing, after the expiration of any applicable warranties. In the event repairs or maintenance are needed for the technology infrastructure for the entire Leased Premises, the parties shall pay each one's pro rata share based on the square footage occupied by each party and its employees or subtenants.

8. OPERATING EXPENSES:

- (a) The Lessee shall at its own cost and expense provide, supply, maintain and repair all furniture, fixtures, equipment and other items of Lessee's personal property as will be necessary or desirable for Lessee's and its employees' and agents' full and complete use and utilization of the Leased Premises. Lessee will maintain at its own cost and expense all common areas, and all furniture or fixtures therein, in the Leased Premises. Lessee will pay all applicable charges for telephone, internet and other technology services for itself and its subtenants. Further, in the event Lessee desires to have parking garage security, it will pay for such costs as well. Lessee shall initially provide furniture and fixtures to be used by City employees. Lessee shall not be required to replace such furniture and fixtures at the end of its useful life. At such time, the City may use any furniture and fixtures it desires to use.
- (b) The City shall provide the City employees working at the Leased Premises with equipment and other items of personal property provided at its own cost and expense except that Lessee shall provide the initial technology infrastructure that

will have connections for telephone, internet and the like on the Leased Premises, so that the City's employees will be able to "plug in" to such systems, provided however that the City shall provide public wi-fi for the third floor of the Leased Premises at the City's sole cost and expense. The City shall be responsible for providing computers, telephones, copy machines, printers, and any other personal property or equipment used by City employees. The City at its cost shall be responsible for facilitation of third party contracts, or City forces, to perform janitorial services (including exterior window cleaning), building insurance, annual inspections, facility management, security monitoring of building exterior, landscaping, parking garage maintenance, snow removal and coordinate minor repairs through a part time facility manager employed by the City. If such charges are billed jointly for the City's and Lessee's benefit, the City will pay its pro rata share of all applicable charges for water, telephone, and other technology services (excluding wi-fi for the third floor) used by the City's employees. Such pro rata share shall be calculated by utilizing the square feet of the building occupied by the either the City and its employees or Lessee and its employees and subtenants, and dividing such number as applicable to each party by the total gross leasable square feet of the building minus all common areas (e.g. break rooms, restrooms, hallways, etc.). The square footage of any break rooms, restrooms and similar common areas used by the parties jointly shall be shared by the parties in accordance with the pro rata shares calculated as set forth above. For example, as clarification only, if the City and its employees occupy 30% of the gross leasable area of the building excluding all common areas and Lessee and its employees and subtenants occupy 70% of the gross leasable area of the building excluding all common areas, then the City will pay 30% of all charges for the building prorated in accordance with this paragraph, and Lessee and its subtenant shall pay the remaining 70%. Either party may request adjustment of the proration calculation at any time during the term of the Lease, but not more than once per year.

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 no later than ten days (10) days after the City initiates such a request

or after it receives notice from Lessee to the City requiring such repairs. In the case of an emergency, the City may act immediately. Should the City perform any repairs which are the responsibility of Lessee, the City shall provide Lessee the opportunity to handle such repairs, and if Lessee fails to handle such repairs within a reasonable time, the City may charge the cost of such repairs to the Lessee.

10. CARE AND SURRENDER OF THE LEASED PREMISES: At the termination of this Lease, Lessee shall deliver the Leased Premises to the City in the same condition as the Leased Premises were in at the beginning of this Lease term, ordinary wear and tear excepted; and Lessee shall remove all of Lessee's movable furniture and other effects, provided however that Lessee shall not be responsible for removing any of the City's furniture, equipment or fixtures. All moveable furniture and other effects not so removed shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by the City without notice to Lessee or any other person, and without obligation to account therefor, and Lessee shall pay the City all expenses incurred in connection with disposing such property. Lessee's obligation to observe or perform this covenant shall survive the termination of this Lease. Lessee and its subtenants 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 and subtenants' operations, occupancy, or conduct of business at the Leased Premises, or upon Lessee's and subtenants' equipment, furniture, appliances, trade fixtures, and other personal property of any kind installed or located on the Leased Premises. Such taxes shall include any applicable Possessory Interest taxes resulting from this Lease or a sublease of the Leased Premises.

11. 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, to the extent 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 to the extent 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 or misconduct of the City's officers, agents and employees. 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.

12. 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 destroyed or otherwise damaged by fire or other casualty, then the City will repair the same to its condition prior to such damage, Lessee shall repair Lessee's improvements to the condition prior to such damage, and the lease shall continue in full force and effect. However, in the event of the total or partial destruction of the Leased Premises that occurs after June 30, 2034, the City may elect not to repair or rebuild the Leased Premises (which decision the 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. In such event of destruction after June 30, 2034, Lessee shall have the right to terminate this Lease and shall not be required to repair damage caused by, any of the foregoing actions.

13. 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, Lessee's agents, employees, contractors, or invitees. If Hazardous Substances are used, stored, generated, or disposed of on or in the Premises by Lessee or its agents, employees, contractors, or invitees, 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 to the extent 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. Notwithstanding anything in the foregoing to the contrary, Lessee need not, however, indemnify or save harmless the City, its officers, agents and employees from the damages as set forth in this paragraph to the extent resulting from the sole negligence or misconduct of the City's officers, agents and employees.

14. HOLDING OVER: If after the expiration of the term of this Lease, Lessee shall remain in possession of the Leased Premises or any part thereof, 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 One Hundred Dollars (\$100.00) per year or any portion thereof shall be due and payable in advance on the second day of each year that Lessee remains in possession of the Leased Premises. 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 delay of Lessee in not surrendering the Leased Premises.

15. REMEDIES UPON BREACH: In the event of a breach of this Lease by Lessee, after the City provides Lessee written notice of such breach and thirty (30) days to cure such

breach, or if such breach cannot be cured within such thirty (30) day period, such additional time as necessary to effect the cure provided that Lessee has commenced actions to cure the breach within such thirty (30) day period and diligently prosecutes the cure to completion, then 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 or third parties as a result of its use and occupancy of the Leased Premises.
- (b) The City may retake possession of the Leased Premises 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 the same for the remainder of the Lease 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.

16. TERMINATION: The City or Lessee may, at each one's discretion, unilaterally terminate this Lease upon nine (9) months prior written notice to the other party. However, in recognition of capital expenditures made by Lessee related to the Leased Premises, the City agrees that it will not exercise its right of termination without cause until a minimum of eighteen (18) years after the commencement of the Lease term.

17. NONDISCRIMINATION: In connection with Lessee's performance pursuant to this Lease, 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, gender variance, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all contracts hereunder for work on the Leased Premises.

18. LESSEE' S INSURANCE:

(a) **General Conditions:** Lessee agrees to secure, at or before the time of execution of this Lease, the following insurance covering all operations, goods or services provided pursuant to this Lease. Lessee shall keep the required insurance coverage in force at all times during the term of the Lease, or any extension thereof, during any warranty period, and for one (1) year after termination of the Lease. 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 Lease. Such notice shall reference the City contract number listed on the signature page of this Lease. 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 Lease 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, but which at a minimum shall include the coverages set forth in subsection (11) below.

(b) **Proof of Insurance:** Lessee shall provide a copy of this Lease to its insurance

agent or broker. Lessee may not commence services or work relating to the Lease prior to placement of coverage. Lessee certifies that the certificate of insurance attached as Exhibit A, preferably an ACORD certificate, complies with all insurance requirements of this Lease. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Lease shall not act as a waiver of Lessee's breach of this Lease or of any of the City's rights or remedies under this Lease. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

- (c) **Additional Insureds**: For Commercial General Liability and Auto Liability, Lessee and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- (d) **Waiver of Subrogation**: For all coverages, Lessee's insurer shall waive subrogation rights against the City.
- (e) **Subcontractors and Subconsultants**: All subtenants, subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Lease) 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 subtenants, subcontractors and subconsultants as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subtenants, subcontractors and subconsultants maintain the required coverages. Lessee agrees to provide proof of insurance for all of Lessee's subtenants, subcontractors and subconsultants upon request by the City.
- (f) **Workers' Compensation/Employer's Liability Insurance**: Lessee shall maintain the coverage as required by statute for each work location and shall maintain for its employees (but not for the City's employees) 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 Lease, 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 Lease, and that any such rejections previously effected, have been revoked as of the date Lessee executes this Lease.

- (g) **Commercial General Liability**: Lessee shall maintain a Commercial General Liability insurance policy with limits of at least \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- (h) **Business Automobile Liability**: If Lessee owns or hires any vehicles to operate the Rose Adom Center (excluding any City vehicles which the City shall insure), 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 Lease. Business Automobile Liability Insurance will not be required if Lessee does not own or hire any vehicles to operate the Rose Adom Center.
- (i) **Property Insurance**: Lessee shall maintain All-Risk/Special Cause of Loss Form Property Insurance on a replacement cost basis for all of Lessee's tenant improvements, betterments and contents. Lessee will not be required to insure the building or building systems located at the Leased Premises or any improvements, structures or systems required to be maintained by the City under Section 7(b). Coverage will 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.
- (j) **Additional Provisions**:
 - (1) For Commercial General Liability, the policies must provide the following:
 - (2) That this Lease is an Insured Contract under the policy;
 - (3) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and

- (4) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (5) 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
- (6) 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.

19. CITY INSURANCE: The City is self-insured for Commercial General Liability Insurance. Upon the request of Lessor, the City will provide Lessor with a letter of self-insurance. The City carries all-risk Property Insurance covering the building and the building systems located at the Leased Premises to the extent required to be maintained by the City under Section 7(a). Such insurance is on a 100% replacement cost basis and shall cover repairs or replacement in the event of a covered loss.

20. 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. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Lease as if fully set out herein by this reference. 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.

21. CONFLICT OF INTEREST: The parties agree that no employee of the City shall have any personal or beneficial interest whatsoever in the Leased Premises described herein and the Lessee further agrees not to hire or contract for services any employee or officer of the City that would be in violation of the Revised Municipal Code chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions C5.13 and C5.14.

22. ASSIGNMENT AND RIGHT TO SUBLEASE: The Lessee shall not assign or

transfer its rights under this Lease, or sublet the Leased Premises, without first obtaining the written consent of the Director, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the parties acknowledge that there will be City employees initially assigned to the third floor of the Leased Premises without the payment of rent by the City who will assist with the mission of the Rose Adom Center, on either a full or part time basis, and the City expressly authorizes such use and agrees that the City's consent is not required for such use. The initial location and area of the third floor of the Leased Premises designated to City employees, and any changes to such area, shall be subject to the approval of the parties, which approval may not be unreasonably withheld. It is anticipated that Lessee may sublease space to various entities who provide services that support the mission and programs of the Rose Adom Center. If, after three (3) years from the Effective Date, Lessee has not fully utilized the area developed for the office space on the second floor of the Leased Premises, the City may utilize such unoccupied space in the area developed for the office space on the second floor of the Leased Premises. Lessee and the City shall agree upon appropriate users for the area developed for the office space on the second floor that are compatible with the mission and purpose of the Rose Adom Center, which approval may not be unreasonably withheld.

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 Agreement.

25. TRADE FIXTURES: Lessee may install in the Leased Premises, upon the City's prior written consent which shall not be unreasonably withheld, trade fixtures, machinery affixed

to the Leased Premises, and cabling and wiring (said items hereinafter referred to collectively as "Trade Fixtures") used by the Lessee in connection with the Rose Amond Center as long as such installation is performed in a proper, lawful and workmanlike manner, without causing damage to the Leased Premises and which does not interfere with or damage the mechanical or electrical systems or the structure of the building.

26. PRIOR AGREEMENTS SUPERSEDED: This Lease Agreement supersedes any and all prior written or oral agreements and there are no covenants, conditions or agreements between the parties except as set forth in this Lease Agreement. No prior or contemporaneous addition, deletion or other Amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other Amendment thereto, shall have any force or effect unless embodied in a written amendment executed and approved pursuant to the Charter and Revised Municipal Code of the City. In the event of any conflict, variance or disagreement, the terms and provisions of this Lease Agreement shall supersede, govern and control those of any addenda, exhibits or attachments.

27. 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.

28. SIGNS: Any sign, lettering, decal or design of Lessee placed in or upon the Leased Premises which is visible from the exterior of the Leased Premises shall be at the Lessee's expense and subject to approval by the Director (which shall not be unreasonably withheld). Such signage must comply with all zoning codes and other applicable laws. Signage shall be removed by the Lessee at its sole expense at or prior to the expiration or termination of this Lease Agreement.

29. APPROPRIATION: The obligations of the City pursuant to this Lease, if any, or any renewal or holdover shall extend only to monies appropriated for the purpose of this Lease by the City Council, paid into the City Treasury, and encumbered for the purposes of this Lease. Lessor acknowledges that (i) the City does not by this Lease irrevocably pledge present cash

reserves for lease payments in future fiscal years; and (ii) this Lease is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any matters, except as required by the City's Revised Municipal Code.

30. 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.

31. 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 above.

32. NO THIRD PARTY BENEFICIARIES: It is expressly understood and agreed that enforcement of the terms and conditions of this Lease Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Lessee, and nothing contained in this Lease shall give or allow any such claim or right of action by any other or third person on such Lease. It is the express intention of the City and the Lessee that any person other than the City or the Lessee receiving services or benefits under this Lease shall be deemed to be an incidental beneficiary only.

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

To the City: Mayor's Office
City and County Building
1437 Bannock Street, Room 350
Denver, CO 80202

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

Director, Division of Real Estate
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202

To Lessee: Rose Andom Center
 1330 Fox Street
 Denver, CO 80204
 Attn: Executive Director

With copies to: Cole Finegan, Esq.
 Hogan Lovells US LLP
 1200 17th Street, Suite 1500
 Denver, CO 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.

34. 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.

35. WAIVER: No waiver of any default by either party shall be deemed to constitute a waiver of any succeeding or other default.

36. CONFLICT OF INTEREST BY CITY OFFICER: Lessee represents that to the best of its information and belief, no officer or employee of the City is either directly or indirectly a party or in any manner interest in this Lease, except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

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. LEGAL AUTHORITY:

A. The Lessee assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Lease Agreement.

B. The person or persons signing and executing this Lease Agreement on behalf of the Lessee, do hereby warrant and guarantee that he/she or they have been

fully authorized by the Lessee to execute this Lease Agreement on behalf of the Lessee and to validly and legally bind the Lessee to all the terms, performances and provisions herein set forth.

39. 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.

40. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Lessor 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.

41. MEMORANDUM: The parties shall not record this Lease, but shall execute and record in the real property records of the City and County of Denver, Colorado, a Memorandum of Lease summarizing the Lease Term and any extensions, identifying the Leased Premises, and such other provisions as each party may reasonably request.

42. REPORTING REQUIREMENTS: In compliance with Executive Order No. 100, Memorandum No. 100B of the City, Lessee agrees to provide the Director, or his designee, a summary of Lessee's activities no later than March 31st of each year describing its activities for the prior calendar year. Such summary shall detail Lessee's accomplishments, challenges and operations during the preceding fiscal year which are consistent with Lessee's stated goals and services and continued public purpose, which summary shall include existing programs and the number of people served. Additionally, within six (6) months after the end of each fiscal year of Lessee during the term of the Lease, Lessee shall deliver to Lessor (a) a copy of the annual financial audit completed by a licensed accounting firm.

43. RIGHT OF FIRST REFUSAL TO PURCHASE:

(a) If, at any time after the Effective Date and throughout the term of this Lease, the

City receives an offer from a third party to purchase the Premises, and the Director wants to recommend the acceptance of such offer, which shall include resolution of price and all contract terms, to the Mayor and City Council, the City will first offer Lessee the right to purchase the Premises by sending to Lessee, by the method set forth in Section 33 of this Lease, a written notice of all of the specific terms of the offer to purchase, including the price offered by the third party (the "Offer") with a copy of the offer. Lessee will have thirty (30) days after receipt of the notice of the Offer from the City to accept or reject its right to purchase the Premises by providing written notice to the City. If Lessee exercises its right to purchase, all conditions and terms of the Offer shall be met by Lessee. Lessee recognizes that in order for the City to approve and enter into a Purchase and Sale Agreement, such agreement must first be approved by City Council. If Lessee does not elect to accept the Offer or fails to provide notice within the thirty (30) day period, the City may, with the approval of City Council, sell the Premises to a third party on the terms and conditions provided in the City's notice to Lessee. If the City does not approve the Purchase and Sale Agreement on substantially the terms in the Offer, and if the City again receives an offer for the purchase of the Premises, in the manner more fully described above, the City must again comply with the terms of this Section 43(a) and Lessee will again have the right of first refusal.

(b) The provisions of this Section 43 shall survive the expiration or termination of the Lease for the limited purpose of allowing any of the time periods set forth under this Section 43 to pass. Except for such limited instance, after termination of the Lease Term, Lessee's right of first refusal shall terminate and have no further force and effect.

[The remainder of this page is intentionally left blank.]

Contract Control Number: FINAN-201628560-00

Contractor Name: Rose Andom Center, 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 _____



LESSEE:

ROSE ANDOM CENTER, INC.,
a Colorado nonprofit corporation


By: 
Margaret Morrissey, Board Chair

EXHIBIT A
LESSEE'S INSURANCE CERTIFICATE