

ADAMS COUNTY, COLORADO
LEASE AGREEMENT FOR PORTION OF HONNEN BUILDING LOCATED AT
7111 E. 56th AVENUE

THIS LEASE AGREEMENT ("Lease") is entered into this ___ day of _____ 2017, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "Landlord" or "County," and the Adams County Emergency Food Bank, located at 7111 E. 56th Avenue, Commerce City, CO 80022, hereinafter referred to as "Tenant."

WHEREAS, Landlord is a local governmental entity supplying food bank services to the public pursuant to federal law at a portion of Landlord's Honnen Building, located at 7111 E. 56th Avenue, Commerce City, CO 80022; and,

WHEREAS, Tenant is a non-profit corporation that provides food bank services to the public at a number of locations; and,

WHEREAS, Landlord wishes to transfer to Tenant and Tenant wishes to assume Landlord's food bank services to the public; and,

WHEREAS, In order to facilitate the transfer of food bank services, Landlord wishes to lease to Tenant and Tenant wishes to lease from Landlord the portion of the Honnen building being used by Landlord for the provision of such food bank services.

NOW, THEREFORE, for the consideration hereinafter set forth, the Parties agree as follows:

1. **Premises.** Landlord agrees to lease and Tenant agrees to rent the Premises, a portion of the Honnen Building (the "Building") located at 7111 E. 56th Avenue, Commerce City, CO 80022, and depicted on the attached Exhibit 1.
2. **Term.** This Lease shall commence on January 1, 2017 and terminate on December 31, 2017. In the event Tenant continues to occupy the Premises after December 31, 2017, such tenancy shall be month-to-month and may be terminated by either Party upon thirty days written notice. **Early termination option:** Either party may terminate this Lease upon ninety-days prior written notice to the other party provided the other terms of the Lease have been adhered to. Upon such termination, neither Landlord nor Tenant shall have any further rights, estates, or liabilities under this Lease accruing after the effective date of termination, except for such obligations that expressly survive the termination of the Lease.
3. **Rent.** In consideration of this Lease, Tenant has already paid rent in the amount of \$10.00. However, as further consideration for this Lease, Tenant shall continue to operate the Premises as a food bank, as set forth in Section 5, below.

4. **Security Deposit.** No security deposit is being required for this Lease.
5. **Use of the Property.** It shall be a material term of this Lease that Tenant shall use the Premises only as a food bank, including any administrative offices associated with the food bank operations. In the event Tenant uses the Premises for purposes inconsistent with use as a food bank, Landlord may, at its sole discretion, terminate this Lease and evict Tenant as provided in Section 7, below.

Tenant shall not alter the Premises without the written authorization of Landlord. The Parties intend for Tenant to remodel, refurbish, and improve the Premises to suit Tenant's use of the Premises provided that the structural integrity of the Premises is maintained, and Tenant has obtained Landlord's written permission in advance of performing any renovations or remodeling. Tenant shall be solely responsible for all costs related to such improvements and for obtaining all necessary governmental permits. At the end of this Lease, any improvements to the Premises shall become the property of Landlord

Tenant shall not allow any encumbrance or lien to be placed against the Premises and shall indemnify Landlord for the costs, including attorney fees, associated with removing any lien or encumbrance caused by Tenant and for any other damages caused by the lien or encumbrance.

6. **Utilities.** Tenant shall be responsible for a proportionate share of electricity, water, and gas. The proportionate share shall be the number of square feet of the Premises as the numerator and the number of square feet in the entire Honnen Building as the denominator. Tenant shall be responsible for its proportionate share of base telephone service costs and shall additionally be responsible for any long distance or other costs above basic, local phone service. Landlord shall send a monthly invoice for Tenant's utility costs, and Tenant shall pay such invoice within twenty-five days of the invoice date. A late fee of ten dollars per day shall be incurred for payments not received within forty-five days of the invoice date. In the event Tenant fails to pay a utility invoice more than sixty days after the invoice date, Landlord may terminate this Agreement and evict Tenant in accordance with Colorado state law.
7. **Eviction.** Tenant may be evicted pursuant to Colorado statutes if Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. Tenant must pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, cleaning, and repairing the Premises.
8. **Payments by Landlord.** If Tenant fails to comply with the terms of this Lease, Landlord may take any reasonable action to enforce Landlord's rights and remedies under this Lease and Colorado state law and charge the reasonable costs, including reasonable attorney fees, to the Tenant. Failure to pay such additional charges shall be a violation of this lease.

9. **Care of Premises.** Tenant has examined the Premises and is satisfied with its present physical condition. Landlord makes no warranties or representations about the habitability of the Premises or its fitness for a particular purpose. Tenant is already in possession of the Premises and accepts the Premises in its "as is" condition. Landlord agrees to maintain the interior and exterior of the Premises in as good condition as it is at the start of this Lease except for ordinary wear and tear. Landlord shall be responsible for the routine maintenance of the mechanical systems, including, but not limited to, heating, plumbing, air conditioning, and electrical. Landlord shall be responsible for the repair of all structural damage to or defects in the Premises, as well as for the routine repair to or defects in the mechanical systems, including their replacement as necessitated by damage or obsolescence. Tenant must pay for all repairs, replacements, and damages caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors, but Landlord shall perform such repair/replacement work or contract for the same at Tenant's sole cost. Tenant shall be solely responsible for maintaining its equipment, including refrigerators/freezers, and its forklifts and other machines and vehicles. Tenant shall remove all of Tenant's property at the end of this Lease. Any Property that is left shall become the property of Landlord and may be discarded. Tenant shall be responsible for cleaning and trash removal at the Premises. Landlord shall be responsible for all landscape maintenance and snow removal.
10. **Repairs by Landlord.** Landlord has no duty to repair the Premises if the Premises is partially or completely destroyed. In the event of complete destruction, the parties shall work in good faith to determine whether the Premises should be re-constructed, as well as the terms for any re-construction.
11. **Alterations.** Tenant shall obtain the Landlord's prior written consent to alter, improve, remodel or refurbish the Premises. Alterations, additions, and improvements become the Landlord's property upon termination of this Lease.
12. **Compliance with Laws and Hazardous Use.** Tenant must comply with laws, orders, rules, and requirements of governmental authorities, and insurance companies which have issued or are about to issue policies covering the Premises and/or its contents. Tenant will not keep anything on the Premises which is dangerous, flammable, explosive, or that might increase the danger of fire or any other hazard, except in the ordinary course of Tenant's business. There shall be no waste disposal or dumping on the Premises, including the disposal or storage of construction materials.
13. Tenant hereby indemnifies and holds Landlord, Landlord's nominees, officers, directors, agents, employees, successors and assigns (collectively, "Landlord's Indemnified Parties") harmless from and against any and all Losses arising from: (i) the negligence or willful acts of Tenant or its agents, employees, or contractors occurring in the Building or the Premises; and/or(ii) the presence of hazardous materials in, on, under, or around the Building or the Premises to the extent such

hazardous materials were brought upon or used by Tenant in the Building or the Premises. Notwithstanding the foregoing, Tenant shall have no liability for any Losses under this Section 13 to the extent such Losses are caused by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord's Indemnified Parties by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably approved by Landlord.

14. **No Waiver by Landlord.** Landlord does not give up any rights by failing to enforce any terms of this Lease.
15. **Assignment and Subleasing.** Tenant shall not assign or sublease the Premises without the prior written consent of the Landlord.
16. **Entry by Landlord.** Upon reasonable notice, Landlord may enter the Premises to inspect it or to protect Landlord's rights pursuant to this Lease. In the case of an emergency or the Tenant's absence, the Landlord may enter the Premises without Tenant's consent.
17. **Notice.** Any notices given under this Agreement are deemed to have been received and to be effective: 1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) immediately upon hand delivery; or 3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For Landlord:

Director of Facilities Operations
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6003
Facsimile: 720-523-6008

Copy to:

County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116
Fax: 720-523-6114

For Tenant:

Adams County Emergency Food Bank
7111 E. 56th Avenue
Commerce City, CO 80022
Attention: Scott Brown
Phone: 303-601-8085

18. **Quiet Enjoyment.** Tenant may use the Premises without interference, subject to the terms of this Lease.

19. **Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The Parties agree that jurisdiction and venue for any disputes arising under this Lease Agreement shall be in Adams County, Colorado.
20. **Injury or Damage.** Tenant shall be solely responsible for any injury or damage caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors. Landlord is not responsible for any injury or damage unless due to the gross negligence of Landlord.
21. **Integration of Understanding.** This Lease contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the Parties hereto.
22. **Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
23. **Parties Interested Herein.** Nothing expressed or implied in this Lease is intended or shall be construed to confer upon or to give to any person other than the Parties any right, remedy, or claim under or by reason of this Lease. All covenants, terms, conditions, and provisions in this Lease shall be for the sole and exclusive benefit of Tenant and Landlord.
24. **Severability.** If any provision of this Lease is determined to be unenforceable or invalid for any reason, the remainder of this Lease shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
25. **Authorization.** Each party represents and warrants that it has the power and ability to enter into this Lease, to grant the rights granted herein, and to perform the duties and obligations herein described.
26. **Insurance:** The Tenant agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: In the event Tenant uses motor vehicles in its operations on the Leased Premises, to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
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Workers' Compensation Insurance:

Per Colorado Statutes

Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence

\$1,000,000

This insurance requirement applies only to Tenants who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

Adams County as "Additional Insured": The Tenant's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Tenant.

The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

Licensed Insurers: All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto.

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
STAN MARTIN
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

TENANT:
ADAMS COUNTY EMERGENCY FOOD BANK

Scott Brown, Board Chair
Name: SCOTT C BROWN

3/8/17
Date