

## LEASE AGREEMENT

THIS AGREEMENT is made the 1<sup>st</sup> day of September, 2017, between Westminster Public Schools whose principal offices are located at 6933 Raleigh Street, Westminster, Colorado 80030, the LESSOR, and Adams County Head Start Program, whose address is 11860 Pecos Street, Westminster, CO 80234, the LESSEE.

WITNESSETH, that in consideration of the payment of the rent and the keeping and performance by the LESSEE of the covenants and agreements set forth herein, the LESSOR hereby leases unto the LESSEE the following described premises situated in the state of Colorado, County of Adams:

Shaw Primary School located at 8401 Circle Drive, Westminster, Colorado 80031,  
and use of the playground area between 7:30 am and 4:30 pm each weekday  
throughout the term of the lease.

To have and to hold the same from 12:00 p.m. on September 1, 2017 until 12:00 p.m. on August 31, 2020 and for rental fees as set forth in Exhibit A, which is hereby incorporated into this Agreement. Rental fees shall be paid in monthly installments with payments to begin with the first payment in September 2017 and the last payment in May 2020. Rent shall be paid in advance on the first day of each calendar month during said term at the office of the LESSOR at 6933 Raleigh Street, Westminster, Colorado 80030, or at such other place as the LESSOR may from time to time designate in writing.

1. In consideration of the lease of the premises, the LESSEE covenants and agrees as follows:

a. To pay the rent for the premises as provided herein. The parties hereto expressly recognize and agree that the LESSOR is to be paid with funds received by the LESSEE from the U.S. Department of Health and Human Services through the Administration for Children and Families. This Agreement shall not constitute a multi-year fiscal obligation. This Agreement is subject to annual appropriation by Lessee. In the event Lessee fails to appropriate funds for this Agreement for any given fiscal year, Lessee may terminate this Agreement upon 30 days written notice. The LESSEE is responsible for all rental amounts due through the date of termination as specified in the Agreement. The LESSEE shall be required to vacate the premises on or before the effective termination date;

b. At the expiration or termination of this Agreement, to surrender and deliver up the premises in as good order and condition as when the same were entered upon, loss by fire, inevitable accident or ordinary wear excepted;

c. To sublet no part of the premises, nor assign this Agreement or any interest therein, without first obtaining LESSOR's written consent;

d. To use the premises for no purpose prohibited by the laws, rules, regulations or ordinances of the United States, the State of Colorado, or any county or local unit of government having jurisdiction over the premises;

f. To the extent allowed by the law, to indemnify and hold harmless the LESSOR from and against any claim for personal injury or property damage resulting from any act or

omission of LESSEE, its directors, officers, employees or agents. LESSEE represents that it is a division of Adams County and is covered under the Adams County Self-Insurance Program and that Adams County maintains a self-insurance program with respect to the leased premises, liability will not exceed \$150,000.00 per claimant and \$600,000.00 each occurrence, and LESSEE will provide the LESSOR with a Certificate of Self-Insurance as evidence of coverage;

g. Not to permit the premises to be used for any purpose which would render the insurance thereon ineffective or the insurance risk more hazardous;

h. Not to make any alterations or modification in or upon the leased premises, including the installation or removal of attached fixtures, without first obtaining the written consent of LESSOR's Superintendent of Schools or such person as shall be appointed by the Superintendent of Schools as his/her designee. Any such alterations or modifications shall be done at LESSEE's expense, which expenses shall be the sole financial responsibility of LESSEE. If any such alterations or modifications are made, LESSEE shall be obligated to restore the leased premises to their original condition as entered upon, if requested to do so in writing by LESSOR;

i. To allow LESSOR at any reasonable hour of the day to enter into and go through the premises and to allow the LESSOR periodic inspections of the entire premises, at least once a month or more often if LESSOR so requires;

j. To reimburse LESSOR for any expense incurred by it in repairing any damage to the premises caused by the LESSEE, its directors, officers, and employees or agents or any person on the premises for any purpose of LESSEE.

2. LESSOR and LESSEE further agree that:

a. LESSOR and LESSEE shall mutually inspect the premises prior to occupancy by LESSEE for the purpose of determining the existing condition of the structure, including the electrical and mechanical equipment. An inspection report shall be prepared, dated and signed by representatives of LESSEE and LESSOR indicating any preconditions for which LESSEE shall not be held liable under paragraph 2(b) of this Agreement. The inspection report shall be attached hereto and shall be considered part of the Agreement;

b. LESSEE shall assume all liability for operations costs within the building, including repair and maintenance of the building structure, except for the roof and major structural items, repairs and maintenance of the mechanical and electrical systems within the leased areas, and repair and maintenance of any kind incident to the operation and integrity of the building. Daily operations and maintenance of a custodial nature shall comply with maintenance standards as practiced by LESSOR in buildings owned and operated by it and shall be subject to periodic inspections, as determined by LESSOR to confirm compliance with this paragraph;

c. LESSOR shall be responsible for snow removal of parking lots, trash pickup, repair of damaged concrete or asphalt, snow removal and cleaning of walkways, and maintenance of exterior lighting;

d. If the premises become so damaged by fire, flood, act of God or any other casualty not caused by the LESSEE so as to render the premises as non-leasable, the LESSEE may terminate the Agreement without further obligation, unless the damage is repaired by LESSOR within thirty days in which case the Agreement shall continue under the existing terms and conditions. During the repair time and until the premises are rendered fully usable again, all rent shall be abated in an amount proportional to the percent of the premises rendered unusable for the purpose for which the LESSEE leased the premises;

e. LESSEE shall be responsible for payment of LESSEE's telephone service. LESSOR shall be responsible for natural gas, electric and water/sewer charges;

f. No waiver, expressed or implied to any breach of any one or more of the covenants herein shall be deemed or taken to be a waiver of any succeeding or other breach;

g. If, after the expiration of the Agreement, the LESSEE shall remain in possession of the premises and continue to pay rent without written agreement as to such possession, the LESSEE shall be regarded as a tenant from month-to-month at a monthly rent, payable in advance equal to the last monthly installment hereunder, and subject to all of the terms and conditions of this Agreement;

h. If the premises are left vacant, and any part of the rent unpaid, LESSOR may, at its option, either retake possession of the premises, terminating the Agreement and LESSEE's obligations thereunder, except that LESSEE shall be responsible for payment of any rent that is owing for the remaining term of the Agreement and the costs of any damages to the premises, or LESSOR may re-rent the premises to another tenant, which will reasonably mitigate LESSOR's damages under the circumstances. In its efforts to re-rent, LESSOR may make such changes and repairs as may be required. LESSEE shall be liable for the balance of the rent herein reserved until the expiration of the term of this Agreement;

i. If the rent above is reserved, or any part thereof, shall be in arrears, or if default shall be made of any of the covenants or agreements set forth in this Agreement to be kept by LESSEE, it shall be lawful upon ten days written notice for monetary matters and thirty days written notice for non-monetary matters for LESSOR to declare the term ended and to repossess the premises;

j. At the expiration of the term of this Agreement, whether by passage of time or by act of LESSOR taken pursuant to the terms hereof, LESSEE shall surrender and deliver up the premises peaceably to the LESSOR, and if LESSEE shall remain in possession after termination of this lease and demand for full possession by LESSOR, LESSEE shall be deemed guilty of a forcible detainer of the premises under the statute, and shall be subject to eviction and removal in accordance with state law;

k. If LESSEE becomes insolvent or is declared bankrupt, LESSOR may declare this Agreement ended and all right of LESSEE under this Agreement shall immediately terminate;

l. LESSOR will provide LESSEE with a reasonable number of keys to those portions of the premises leased to LESSEE and to common area doors to the Shaw Primary School facility;

m. LESSEE shall not re-key or change or add locks to any such interior or exterior doors without LESSOR's written consent and unless LESSOR is provided with keys to such doors or locks.

3. If LESSOR determines that it requires the use of the premises for school purposes, it may provide written notice to LESSEE, on or about April 15<sup>th</sup> of each year, that the Agreement shall be terminated, and LESSEE shall vacate the premises within ninety days from the receipt of such notice. Any such determination by LESSOR shall be made at LESSOR's sole discretion. Notice of termination pursuant to this paragraph shall not relieve either of the parties from their duties and obligation under this Agreement during the ninety days following such notice and until such time as LESSEE has vacated the premises.

4. LESSOR makes no representations whatsoever concerning the suitability of the current zoning of the premises for the use intended by LESSEE.

5. All notices provided for in this Agreement and all written communications between the parties concerning the premises shall be mailed or hand-delivered to the addresses first set forth above unless written notice of a change in the address of either party is provided to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement 1<sup>st</sup> day of September, 2017.

LESSOR:

Westminster Public Schools

ATTEST:

LESSEE:

Adams County Head Start Program

Adams County Board of County  
Commissioners

BS  
AS  
2017

## EXHIBIT A

### Rent Payment Schedule

#### 2017-2018:

September 2017 through December 2017 – \$ \$2,177.78/month payable on or before the first day of the month beginning on September 1, 2017.

January 2017 through May 2018 -- \$2812.00/month payable on or before the first day of the month beginning on January 1, 2018.

#### 2018-2019:

September 2018 through May 2019 - \$2,812.00/months payable on or before the first day of the month beginning on September 1, 2018

#### 2019-2020:

September 2019 through May 2020 -- \$2,812.00/months payable on or before the first day of the month beginning on September 1, 2019