

**RESOLUTION 2021-02**

**A RESOLUTION APPROVING THE LEASE OF THE OLD FRUITA MUSEUM  
PROPERTY LOCATED AT 432 E ASPEN TO THE FRUITA AREA CHAMBER OF  
COMMERCE FOR A PERIOD OF LESS THAN ONE YEAR**

**WHEREAS**, the Fruita City Council finds that it is in the best interest of the City of Fruita to lease the Old Fruita Museum located at 432 E. Aspen to the Fruita Area Chamber of Commerce for a period of less than one year, and

**WHEREAS**, the City of Fruita will provide the lease at no charge to the Fruita Chamber of Commerce and will provide electric, gas, water and sewer utilities; and maintenance of the building systems and grounds. The Chamber will provide their own phone services and phone system, and regular upkeep and maintenance of the facility including janitorial services. Additional terms and conditions of the lease are as set forth in the lease agreement attached hereto as Exhibit A, and

**WHEREAS**, C.R.S. 31-15-713 (1) (C) requires that lease agreements of less than one year be approved by resolution of the City Council.

**NOW, THEREFORE BE IT RESOLVED BY THE FRUITA CITY COUNCIL TO  
APPROVE THE LEASE AGREEMENT WITH THE FRUITA AREA CHAMBER OF  
COMMERCE FOR LEASE OF THE OLD FRUITA MUSEUM LOCATED AT 432 E.  
ASPEN FOR A PERIOD OF LESS THAN ONE YEAR.**

**PASSED AND ADOPTED BY THE FRUITA CITY COUNCIL  
THIS 16TH DAY OF FEBRUARY, 2021**

ATTEST:

CITY OF FRUITA

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Margaret Sell, City Clerk

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Joel Kincaid, Mayor

**RESOLUTION 2021-02**  
**EXHIBIT A**  
**LEASE AGREEMENT**

THIS AGREEMENT is made and entered into as of the 16th day of February, 2021 by and between the City of Fruita hereinafter "Landlord" whose address is 325 East Aspen, Fruita, CO 81521, and the Fruita Area Chamber of Commerce "Tenant" whose address is 432 E. Aspen, Fruita, CO 81521.

**WITNESSETH**

**WHEREAS,** Tenant desires to lease and occupy for commercial use as a business office for the Fruita Area Chamber of Commerce, the Fruita Museum located at 432 E. Aspen, Fruita, Colorado, and

**WHEREAS,** Landlord wishes to lease the Premises to Tenant.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**1. TERM.** The term of this Lease Agreement shall be for one year, commencing on the 1st day of March, 2021 and ending on the 28<sup>th</sup> day of February, 2022.

**2. RENTAL.** Tenant covenants and agrees to pay a monthly rental of \$0.

**3. UTILITIES.** Tenant shall be solely responsible for the cost of telephone services. Landlord shall be responsible for water, sewer, gas and electricity.

**4. MAINTENANCE.** Tenant shall at all times, and at its sole cost and expense, keep and maintain in a good state of repair, the interior and exterior of the Premises including doors, windows and glass. Should Tenant desire to make any changes to the interior or exterior of the premises, Tenant shall make a written request, which must be approved by Landlord. Tenant, upon expiration and termination of this Lease Agreement, will surrender the Premises to Landlord in as good condition and repair as the same may be at the commencement of the term hereof, loss by fire or casualty and ordinary wear and tear being excepted. Tenant shall maintain the Premises in a neat, clean and healthful condition. Landlord will be responsible for the maintenance of the lawn, including but not limited to, watering and mowing of the grass. Landlord will be responsible for maintaining all building and lawn systems including the irrigation system and hot water heater.

**5. TAXES.** Landlord shall pay all real property taxes and special assessments on the Premises.

**6. INSURANCE.** Landlord, at all times during the term of this Lease Agreement, shall maintain in full force and effect, at its sole cost and expense, liability, fire and extended coverage insurance in an amount adequate to replace the improvements furnished by Landlord.

Tenant, at all times during the term of this Lease Agreement, shall maintain in full force and effect, at its sole cost and expense, property insurance in an adequate amount to replace personal contents within the building.

**7. PERSONAL INJURY OR PROPERTY DAMAGE.** Landlord shall not be liable for any personal injury, or other damage or loss caused by an act or omission of the Tenant, to any person or any property including Tenant, and the Tenant shall indemnify and hold harmless the Landlord for any claim against the Landlord based upon any act of the Tenant or Tenant's employees, guests or invitees.

**8. ASSIGNMENTS OR SUBLETTING.** Tenant may not sublet all or any part of the Premises except with the prior written consent of Landlord.

**9. OPTION TO RENEW.** Tenant is given the option to renew this Lease Agreement for an additional one year period by giving written notice to Landlord not less than sixty (60) days prior to the expiration of the primary term. The terms and conditions and rental amount during the option period shall be as negotiated between the parties immediately following the written notice of exercise by Tenant of election to extend the lease. If the parties are unable to agree during said 60-day period as to the terms and conditions and rental amount for the extended term, then the lease shall automatically terminate at the end of the primary twelve month term.

If, after the expiration of this Lease Agreement and with the permission of Landlord, Tenant remains in possession of the Premises and continues to pay rent without a written agreement as to such possession, then Tenant shall be regarded as a tenant from month-to-month at a monthly rental, payable in advance, equivalent to the last month's rent, and subject to all the terms and provisions of this Lease Agreement.

**10. MISCELLANEOUS PROVISIONS.** Landlord hereby agrees that Tenant shall not be liable to Landlord or to any third parties for any costs or expense arising out of any hazardous material present on or under the Premises prior to the Commencement Date of this lease, or any hazardous material present on or under the Premises after the Commencement Date of this lease unless such presence arises out of or results from the operations, acts, omissions, or use of any hazardous material on the Premises by Tenant, its employees, agents, or contractors, and Landlord shall indemnify, protect, defend and hold harmless Tenants and its partners, directors, officers, employees, shareholders, lenders, agents, contractors, and each of their successors and assigns from and against any and all claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, arising at any time during or after the Term as a result (directly or indirectly) of or in connection with any claim arising therefrom. On occasion, the Tenant will provide special access for historic observation of the building.

**11. COVENANT OF TITLE AND QUIET ENJOYMENT.** Landlord covenants and warrants that it has full right and lawful authority to enter into this Lease Agreement for the term of this Lease Agreement. Landlord warrants that it is lawfully seized of the Premises and so long as the Tenant is not in default herein, Landlord warrants quiet and peaceful enjoyment of the Premises during the term of this Lease Agreement.

**12. USE.** Tenant will not permit the Premises to be used for any purposes prohibited by the laws of the United States, the State of Colorado, the County of Mesa, or the City of Fruita. Tenant shall use the premises as office space for the Fruita Area Chamber of Commerce.

**13. INSPECTION OF PREMISES.** The Landlord shall have the right to inspect the Premises at any reasonable time, after notice is provided to Tenant.

**14. BENEFIT.** This Lease Agreement shall insure to the benefit of and be binding upon the parties hereto, their respective heirs, personal representative, successors and assigns.

**15. APPROVAL .** This lease is subject to approval by resolution of the Fruita City Council, as provided by C.R.S. 31-15-713 (1)(C). In the event the Council fails to approve the lease, then it shall be considered void and of no force and effect.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands as of the day and year first above written.

City of Fruita

Fruita Area Chamber of Commerce

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Michael Bennett, City Manager

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President

ATTEST:

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City Clerk