

**LEASE AGREEMENT BETWEEN
MESA COUNTY, COLORADO and THE CITY OF FRUITA, COLORADO**

THIS LEASE is made and entered into as of the ___ day of _____, 2023 by and between the County of Mesa, Colorado, a political subdivision of the State of Colorado, hereinafter referred to as “Lessee”, and the City of Fruita, Colorado, a political subdivision of the State of Colorado, hereinafter referred to as “Lessor.”

RECITATIONS:

WHEREAS Lessor is the owner of certain real property and improvements known as 325 E. Aspen Avenue, Fruita, Colorado 81521, hereinafter referred to as the “Building” and,

WHEREAS Lessor desires to lease and the Lessee desires to rent a portion of the Building, specifically the room located on the southeast corner of the first floor, identified in Exhibit A as Motor Vehicles, hereinafter referred to as the “Premises”, together with the non-exclusive right, in common with the adjoining tenants and users, to use common areas of the building such as restrooms, breakroom, hallways and existing off-street parking for employees, invitees, guests and customers, upon the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the payment of the rent and the keeping and performance of the covenants and agreements of the Lease hereinafter set forth, Lessor hereby leases unto Lessee the above-described Premises,

TO HAVE AND TO HOLD the same for the term of this Lease as hereinafter defined.

ARTICLE I - TERM OF LEASE

- 1.1 This Lease shall commence on January 1, 2024 and shall end on December 31, 2024, hereinafter defined as the “Termination Date,” unless renewed or terminated in accordance with the terms and conditions identified in Section 9.1 of this Lease.

ARTICLE II - RENT

- 2.1 From and after commencement of this Lease, Lessee covenants to pay to Lessor, at such place as Lessor directs, \$200.00 (Two Hundred and 00/100) per month to offset costs associated with utilities and janitorial services that are paid by the Lessor. Mesa County shall also reimburse the City actual costs incurred for the provision of other services provided by third party providers (carpet cleaning, etc.) subject to mutual agreement of the parties.

ARTICLE III - INSURANCE

- 3.1 By Lessor: At all times during the lease term, Lessor agrees to procure and maintain Commercial General Liability, “Occurrence Form”, with minimum limits of \$1 million per occurrence and \$1 million aggregate for bodily injury, personal injury and property damage including earthquake, flood, and water damage; and, at Lessor’s option, boiler and machinery on a broad form basis.

- 3.2 By Lessee: At all times during the Lease Term, Lessee agrees to procure and maintain theft, fire and extended coverage insurance on the improvements and contents of the Premises and for the benefit of Lessor and Lessee, both to be named as Insureds, General Public Liability Insurance, "Occurrence Form" (provided that Occurrence Form insurance is reasonably available) with minimum limits of \$1 million per occurrence and \$2 million aggregate for bodily injury or death occurring within or upon the premises.
- 3.3 Each party shall have the right to insure and maintain the insurance coverage required by this Lease under blanket insurance coverage covering other premises so long as such blanket insurance policies specify a stated value for the premises and comply with the amounts of insurance and other requirements hereof.
- 3.4 All insurance policies required hereunder shall include a 30-day notification of cancellation clause. In addition, the County Contract Administrator shall be notified in writing 30 days prior to any material changes in the insurance policy(s) (without limitation) such as cancellation, non-renewal, reduction in coverage or alteration of coverage. Further, each party shall deliver to the other party certificates of insurance on Accord Form 25-S certifying the above-described insurance is in full force and effect upon signing of this contract. Such delivery shall be made within 30 days after commencement of this lease.

ARTICLE IV - FIRE AND CASUALTY DAMAGE

- 4.1 If the demised premises should be damaged or destroyed by fire, tornado or other casualty, Lessee shall give immediate written notice to Lessor.
- 4.2 If the demised premises should be so damaged that rebuilding or repairs cannot reasonably be completed within ninety (90) days from the date of written notification by Lessee to Lessor of the happening of the damage, this Lease shall terminate and rent and all additional charges shall be abated for the unexpired portion of this Lease, effective as of the date of the happening of the damage.

ARTICLE V - REPAIRS, MAINTENANCE USE AND ALTERATIONS

- 5.1 Lessee shall: Accept the Premises on an "as is" basis and keep the improvements presently upon the Premises, and those that may be installed by Lessee, in good repair at the expense of Lessee; provided, however, any improvements of Lessee shall be installed only after obtaining written Lessor consent, which consent shall not be unreasonably withheld. The general repair, maintenance, and upkeep of the identified Premises shall be accomplished via mutual agreement between the Parties hereto. At the expiration of this Lease Lessee shall surrender and deliver up the Premises in good condition, ordinary wear excepted.
- 5.2 Neither permit nor suffer said Premises, or the walls or floors thereof, to be endangered by overloading, nor said Premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous.
- 5.3 Make no structural alterations or alterations that change the Building footprint.
- 5.4 Make no changes or alterations, structural or otherwise, to any of the common areas.

ARTICLE VI - INSPECTION OF PREMISES BY LESSOR

- 6.1 Lessee agrees to permit Lessor, or the authorized representative of the Lessor, to enter the premises at all times during usual business hours and/or after normal business hours, for the purpose of inspecting the premises and making such necessary repairs to the Premises and performing any work therein which may be necessary. Lessor shall use its best effort to cause any inspection by Lessor to be made with escort provided by Lessee. Lessee agrees to indemnify Lessor for any loss resulting from lack of timely access by Lessor caused by inability to enter unit.

ARTICLE VII - PEACEFUL ENJOYMENT; EXCEPTIONS

- 7.1 Lessor shall, upon payment of the rent herein reserved and the performance of the other covenants of this Lease by Lessee, guarantee the peaceful and quiet enjoyment of the Premises during the full term of this Lease by Lessee.
- 7.2 Lessor's promise contained in Section 8.1 is subject to the provisions of Article VII.

ARTICLE VIII - PURPOSE, SUBLET AND ASSIGNMENT

- 8.1 The Premises are leased to Lessee for the expressed and exclusive purpose of operating motor vehicle registrations and related services. Lessee may not assign or sublet all, or any part of, the Premises.

ARTICLE IX - RENEWAL, TERMINATION, DEFAULT

- 9.1 The parties may negotiate renewal or extension of this Lease beyond the Termination Date specified herein subject to the availability of the property for lease, and subject to available funds, for four (4) additional one (1) year terms.
- 9.2 This Lease may be terminated at any time during the term or extension thereof by either party without cause upon advance notice of three (3) months, in the manner of giving notice as provided herein.
- 9.3 No assent, expressed or implied, to any breach of any one or more of the covenants or agreements contained in this Lease shall be deemed or taken to be a waiver of any succeeding or other breach.

ARTICLE X - ADDITIONAL PROVISIONS

- 10.1 Lessee agrees to save, hold harmless and protect Lessor free from any and all loss, damage, expense and liability arising out of injuries to persons or damage to property resulting from Lessee's occupancy of the Premises, its agents, employees, invitees and guests, or caused by failure of Lessee to perform any of its obligations hereunder.
- 10.2 It is further understood and agreed that, except as otherwise expressly provided herein, all of the covenants and agreements contained in this Lease shall extend to and be binding upon the executors, legal representatives, successors and assigns of the parties hereto. The duties contemplated by this paragraph shall survive the term or expiration of this Lease.
- 10.3 Any notice required under the terms of this Lease shall be given in writing, postage prepaid, addressed as follows:

Lessee:
Mesa County
c/o Facilities and Parks
P. O. Box 20000
Grand Junction, Colorado 81502

Lessor:
City of Fruita
c/o City Clerk
325 E. Aspen Avenue
Fruita, Colorado 81521

- 10.4 The parties hereto agree that no amendment or modification of this Lease shall be valid or binding unless in writing and executed by the parties hereto in the same manner as the execution of this Lease.
- 10.5 This lease agreement is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any dispute hereunder shall be in the District Court of the County of Mesa, Colorado.

IN WITNESS WHEREOF, this Lease has been duly executed by the parties hereto as of the day and year first above written.

LESSEE:

DocuSigned by:

 19364D213A18424
 Pam Noonan, Finance Director, Mesa County

10/24/2023 | 11:01 MDT

 Date

LESSOR:

 City of Fruita

 Date