PROPERTY MGMT. NO. PROJECT NO. PARCEL NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PROPERTY

ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **LEASE AGREEMENT**

 **(Building & Land)**

THIS LEASE AGREEMENT, made and entered into this day of , , by and between the State of Colorado acting by and through the Colorado Department of Transportation, hereinafter referred to as "Lessor", and , hereinafter referred to as "Lessee".

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. PREMISES. Lessor hereby leases and demises unto Lessee the building located at , including land, improvements and other rights appurtenant thereto, hereinafter referred to as Premises or Building. The Premises, known and described as , includes approximately square feet of rentable floor area; the leased Premises being as shown on the plat attached hereto, made a part hereof and marked "Exhibit A".

2. TERM. The term of this lease shall begin at on and end on subject to the cancellation and termination provisions herein.

3. RENT. Lessee shall pay $ per (month) or per (year) as rent on the first of each month during the term hereof. Payment shall be made payable to the Colorado Department of Transportation at:

Colorado Department of Transportation

c/o Accounting Receipts & Deposits

4201 East Arkansas Ave., Rm. 212

Denver, CO 80222

or at such place as Lessor from time to time designates by notices as provided herein.

In the event Lessor has not received the rental installment hereunder on or before the tenth (10) day of the month when due, a late charge of five percent (5%) of the total installment will be assessed to the Lessee for that month and each succeeding month the payment is not received on or before the 10th day of that month. In the event the Lessee for a rental installment tenders a check, and it is returned to Lessor for insufficient funds, Lessee agrees to pay administrative charges to Lessor of Twenty Dollars ($20.00). Both Lessor and Lessee agree that acceptance by the Lessor of late payment does not waive Lessor's right to declare Lessee in default of this Lease Agreement.

4. SECURITY DEPOSIT. Lessee has paid and Lessor has received a security deposit in the amount of $ to be held as a deposit against the full performance of every provision of the agreement, and as a deposit against any damages caused to the leased premises by Lessee, his guests or invites. The Lessor shall have the right to use said deposit in full or in part payment of any rental obligation or damage caused by the Lessee or failure by Lessee to leave the premises in good repair and in a clean condition. Lessee understands that they cannot use the security deposit as a payment of any rental obligation without written permission from the Lessor. Lessee understands that if there are damages beyond reasonable wear and tear, his liability is not limited to the amount of this security deposit.

5. USE.a. The premises shall be used solely for purposes and no other. Lessee shall not use or permit the premises to be used for any other purpose without Lessee's prior written consent. Any other use of the Premises shall constitute a material breach of this lease and may cause this lease to terminate immediately at the Lessors option.

b. Lessee shall not do or permit to be done in, on or about the premises, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by or will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated, or which is prohibited by the standard form of fire insurance policy. Lessee will not use or allow the premises to be used for any improper, immoral, unlawful or objectionable purpose. Nor shall the Lessee cause, maintain or permit any nuisance in, or about the premises or commit or suffer to be committed any waste in or upon the premises.

c. Lessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the premises or the Building.

6. TAXES, UTILITIES, MAINTENANCE AND OTHER EXPENSES. It is understood and agreed that this lease shall be an absolute net lease with respect to the Lessor, and that all taxes, assessments, insurance, utilities and other operating costs and the cost of all maintenance, repairs, and improvements, and all other direct costs, charges and expenses of any kind whatsoever respecting the leased premises shall be borne by the Lessee and not by the Lessor so that the rental return to the Lessor shall not be reduced, offset or diminished directly or indirectly by any cost or charge. Lessee shall maintain the premises in good repair and in tenable condition free of trash and debris during the term of this lease. Lessor shall have the right to enter the Premises at any time for the purpose of making necessary inspections.

7. HOLD HARMLESS AND INSURANCE.The Lessee shall save, indemnify and hold harmless the Lessor and FHWA for any liability for damage or loss to persons or property resulting from Lessee's occupancy or use of the Premises.

8. OWNERSHIP. The State of Colorado is the owner or the leased premises. Lessor warrants and represents himself to be the authorized agent of the State of Colorado for the purposes of granting this lease.

9. LEASE ASSIGNMENT. Lessee shall not assign this lease and shall not sublet the demised Premises without specific written permission of the Lessor and will not permit the use of said Premises to anyone, other than Lessee, its agents or employees, without the prior written consent of Lessor.

10. DAMAGE AND DESTRUCTION. In the event the leased Premises are rendered untenantable or unfit for Lessee's purposes by fire or other casualty, this lease will immediately terminate and no rent shall accrue to Lessor from the date of such fire or casualty. In the event the leased Premises are damaged by fire or other casualty so that there is partial destruction of such Premises or such damage as to render the leased Premises partially untenantable or partially unfit for Lessee's purposes, either party may, within five (5) days of such occurrence, terminate this lease by giving written notice to the other party. Such termination shall be effective not less than fifteen (15) days from the date of mailing of the notice. Rent shall be apportioned to the effective date of termination.

11. CANCELLATION. Both parties understand that at any time before the scheduled expiration of the term of this lease, Lessor has the right to cancel the lease without liability by giving the Lessee 30 days written notice of its intention to cancel the lease. The notice shall be hand delivered, posted on the leased premises, or sent to the Lessee, at the address of the Lessee contained herein by Certified Mail, return receipt requested. This lease may also be canceled by the Lessee by giving the Lessor 30 days written notice of their intent to do so.

12. NO BENEFICIAL INTEREST. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

13. NO VIOLATION OF LAW. The Lessee shall not commit, nor permit the commission of, any act or thing, which shall be a violation of any ordinance of the municipality, City, County, or of any law of the State of Colorado or the United States. The signatories hereto aver that they are familiar with 18-8-301, et seq., (Bribery and Corrupt Influences) and 18-8-401, et seq., (Abuse of Public Office), C.R.S., as amended, and that no violation of such provisions is present. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

14. NOTICE. Any notice required or permitted by this lease may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

LESSOR: LESSEE:

Colo. Dept. of Transportation

Property Management

15285 S. Golden Road #47

Golden, CO 80401

Notice of change of address shall be treated as any other notice. The Lessee warrants that the address listed above is the Lessee's current mailing address and that the Lessee will notify the Lessor in writing of any changes in that address within ten (10) days of such change. The Lessor may instead of delivering or sending the notice, post the notice on the leased premises.

15. HOLDING OVER. If the Lessor allows the Lessee to occupy or use the leased property after the expiration or sooner termination of this lease, the Lessee becomes a Holdover Tenant and shall be a month-to-month Lessee and subject to all the laws of the State of Colorado applicable to such tenancy. The rent to be paid by Lessee during such continued occupancy shall be the same being paid by Lessee as of the date of expiration or sooner termination. Lessor and Lessee each hereby agree to give the other party at least thirty (30) days written notice prior to termination of this holdover tenancy.

16. CHIEF ENGINEER'S APPROVAL. This lease shall not be deemed valid until it has been approved by the Chief Engineer of the Colorado Department of Transportation and by the Lessee.

17. NEW PERMANENT STRUCTURES OR IMPROVEMENTS. No new permanent structures or improvements of any kind shall be erected or moved upon the premises by the Lessee without the express written permission of the Lessor. Any such structure or improvement erected or moved upon the premises without the express written consent of the Lessor may be immediately removed by the Lessor at the expense of the Lessee. Further, any structures, improvements, or items of any kind remaining on the premises at the termination of the lease will be considered abandoned by the Lessee and may be immediately removed by the Lessor at the Lessee’s expense.

18. HAZARDOUS MATERIALS. The Lessee agrees to defend, indemnify and hold harmless the Lessor and any employees, agents, contractors, and officials of the Lessor against any and all damages, claims, liability, loss, fines or expenses, including attorney's fees and litigation costs, related to the presence, disposal, release or clean-up of any contaminants, hazardous materials or pollutants on, over, under, from or affecting the property subject to this Lease Agreement, which contaminants or hazardous materials the Lessee or its employees, agents, contractors or officials has caused to be located, disposed, or released on the property. The Lessee shall also be responsible for all damages, claims and liability to the soil, water, vegetation, buildings or personal property located thereon as well as any personal injury or property damage related to such contaminants or hazardous materials.

19. BINDING AGREEMENT. This Lease Agreement shall be binding upon and inure to the benefit of the partners, heirs, executors, administrators, and successors of the respective parties hereto.

20. DEFAULT. If: (1) Lessee shall fail to pay any rent or other sum payable hereunder for a period of 10 days after the same is due; (2) Lessee shall fail to observe, keep or perform any of the other terms, agreements or conditions contained herein or in regulations to be observed or performed by Lessee and such default continues for a period of 30 days after notice by Lessor or beyond the time reasonably necessary for cure if such default is of a nature to require in excess of 30 days to remedy; (3) This Lease or any interest of Lessee hereunder shall be levied upon by any attachment or execution, then any such event shall constitute an event of default by Lessee. Upon the occurrence of any event of default by Lessee hereunder, Lessor may, at its option and without any further notice or demand, in addition to any other rights and remedies given hereunder or by law, do any of the following:

(a) Lessor shall have the right, so long as such default continues, to give notice of termination to Lessee. On the date specified in such notice (which shall not be less than 3 days after the giving of such notice) this Lease shall terminate.

(b) In the event of any such termination of this Lease, Lessor may then or at any time thereafter, re-enter the premises and remove therefrom all persons and property and again repossess and enjoy the premises, without prejudice to any other remedies that Lessor may have by reason of Lessee's default or of such termination.

(c) The amount of damages which Lessor may recover in event of such termination shall include, without limitation, (1) the amount at the time of award of unpaid rental earned and other sums owed by Lessee to Lessor hereunder, as of the time of termination, together with interest thereon as provided in this Lease, (2) all legal expenses and other related costs incurred by Lessor following Lessee's default including reasonable attorneys' fees incurred in collecting any amount owed hereunder (3) any damages to the building beyond its present condition.

(d) Following the termination of this Lease or Lessee's right to possession hereunder (or upon Lessee's failure to remove its personal property from the premises after the expiration of the term of this Lease), Lessor may remove any and all personal property located in the premises and place such property in a public or private warehouse or elsewhere at the sole cost and expense of the Lessee; such warehouser shall have all rights and remedies provided by law against Lessee as the owner of such property. In addition, in the event that Lessee shall not immediately pay the cost of storage of such property after the same has been stored for a period of 30 days or more, Lessor may sell any or all thereof at a public or private sale in such manner and at such times and places as Lessor in its sole discretion may deem proper, without notice to or demand upon Lessee. Lessee waives all claims for damages that may be caused by Lessor's removing or storing or selling the property as herein provided, and Lessee will indemnify and hold Lessor free and harmless for, from and against any and all losses, costs and damages, including without limitation all costs of court and attorneys' fees of Lessor occasioned thereby. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact with the rights and powers necessary in order to effectuate the provisions of this subparagraph (d). Such appointment shall be deemed coupled with an interest.

(e) Lessor may change door locks if Lessee is delinquent in paying rent, provided Lessor post notices as required by law. If Lessee abandons the premises, Lessor may permanently change the locks and Lessee shall not be entitled to a key or re-entry.

21. COMPLETE AGREEMENT. This lease, including all exhibits, supersedes any and all prior written or oral agreements and there are no covenants, conditions or agreements between the parties except as set forth herein. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules.

22. CAPTIONS, CONSTRUCTION, AND LEASE EFFECT. The captions and headings used in this lease are for identification only, and shall be disregarded in any construction of the lease provisions. All of the terms of this lease shall inure to the benefit of and be binding upon the respective heirs, successors, and assigns of both the Lessor and the Lessee. If any provision of this lease shall be determined to be invalid, illegal, or without force by a court of law or rendered so by legislative act then the remaining provisions of this lease shall remain in full force and effect.

23. APPLICABLE LAW. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this lease. Any provision of this lease, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of compliant, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this lease to the extent that this agreement is capable of execution.

24. CORPORATE AUTHORITY.If Lessee signs as a corporation, each of the persons executing this Lease on behalf of the Lessee does hereby covenant and warrant that Lessee is a duly authorized and existing corporation, that Lessee is qualified to do business in the State of Colorado, that the corporation has full right and authority to enter into this Lease, and that each person signing on behalf of the corporation is authorized to do so.

25. LIABILITY EXPOSURE.The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of 24-10-101, et seq., C.R.S., and 24-30-1501, et seq., C.R.S. Any provision of this Lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the State Lessor to the above-cited laws.

26. INSURANCE: (Revised 2006 per State Controller Requirements)

(a) The Lessee shall obtain and maintain, at all times during the duration of this Lease, insurance in the kinds and amounts detailed below. The Lessee shall require any Contractor working for them on the Premises to obtain like coverage. The following insurance requirements must be in effect during the entire term of the Lease. Lessee shall, at it sole cost and expense, obtain insurance on its inventory, equipment and all other personal property located on the Premises against loss resulting from fire, theft or other casualty.

* + 1. (b) Workers’ Compensation Insurance as required by state statute, and Employer’s Liability Insurance covering all employees acting within the course and scope of their employment and work on the activities authorized by this Lease in Paragraph 5.
		2. (c) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering Premises operations, fire damage, independent Consultants, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

 1. $1,000,000 each occurrence;

* + 1. 2. $2,000,000 general aggregate;
		2. 3. $50,000 any one fire.
	1. If any aggregate limit is reduced below, $1,000,000 because of claims made or paid, the Lessee, or as applicable, its Contractor, shall immediately obtain additional insurance to restore the full aggregate limit and furnish to CDOT a certificate or other document satisfactory to CDOT showing compliance with this provision.
		1. (d) If any operations are anticipated that might in any way result in the creation of a pollution exposure, Lessee shall also provide Pollution Legal Liability Insurance with minimum limits of liability of $1,000,000 Each Claim and $1,000,000 Annual Aggregate. CDOT shall be named as an Additional Insured to the Pollution Legal Liability policy. The Policy shall be written on a Claims Made form, with an extended reporting period of at least two year following finalization of the Lease.

(e) Umbrella or Excess Liability Insurance with minimum limits of $1,000,000. This policy shall become primary (drop down) in the event the primary Liability Policy limits are impaired or exhausted. The Policy shall be written on an Occurrence form and shall be following form of the primary. The following form Excess Liability shall include CDOT as an Additional Insured.

* + 1. (f) CDOT shall be named as Additional Insured on the Commercial General Liability Insurance policy. Coverage required by the Lease will be primary over any insurance or self-insurance program carried by the State of Colorado.
		2. (g) The Insurance shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to CDOT by certified mail to the address contained in this document.
		3. (h) The insurance policies related to the Lease shall include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against CDOT, its agencies, institutions, organizations, officers, agents, employees and volunteers.
	1. (i) All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to CDOT.
	2. (j) In order for this lease to be executed, the Lessee, or as applicable, their Contractor, shall provide certificates showing insurance coverage required by this Lease to CDOT prior to the execution of this lease. No later than 30 days prior to the expiration date of any such coverage, the Lessee or Contractor shall deliver to the Notice Address of CDOT certificates of insurance evidencing renewals thereof. At any time during the term of this Lease, CDOT may request in writing, and the Lessee or Contractor shall thereupon within 10 days supply to CDOT, evidence satisfactory to CDOT of compliance with the provisions of this section. Insurance coverage must be in effect or this lease is in default.
	3. (k) Notwithstanding subsection (a.) of this section, if the Lessee is a “public entity” within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended (“Act’), the Lessee shall at all times during the term of this Lease maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by CDOT, the Lessee shall show proof of such insurance satisfactory to CDOT. Public entity Lessees are not required to name CDOT as an Additional Insured.
	4. (l) If the Lessee engages a Contractor to act independently from the Lessee on the Premises, that Contractor shall be required to provide an endorsement naming CDOT as an Additional Insured on their Commercial General Liability, and Umbrella or Excess Liability policies.

27. ADDITIONAL PROVISIONS.

WITNESS WHEREOF, the parties hereto have executed this lease agreement on the day and year first above written.

LESSEE:

 (Full Legal Name)

(If Corporation) By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attest (Seal) (Name)

# Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Secretary Federal Tax Identification Number

STATE OF COLORADO )

) ss

COUNTY OF )

The foregoing instrument was subscribed and sworn to before me this day of , 20\_\_ by .

Witness my hand and official seal.

My commission expires .

 Notary Public

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LESSOR:

ATTEST: COLORADO DEPARTMENT OF

TRANSPORTATION

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ David Fox Timothy J Harris, P.E.

Chief Clerk – Property Management Chief Engineer