

**STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
REAL ESTATE PROGRAMS**



INTERAGENCY LEASE AGREEMENT

LESSOR

LESSEE

LOCATION

INTERAGENCY LEASE AGREEMENT

The printed portions of this form, except bold additions, have been reviewed by the State of Colorado Attorney General and approved by the State Controller. All additions to this form must be in bold type. All deletions must be shown by strike-through.

THIS INTERAGENCY LEASE AGREEMENT ("Lease") made this _____, day of _____, 20__ by and between the STATE OF COLORADO acting by and through _____ whose address is _____ hereinafter called the "Lessor", and the STATE OF COLORADO, acting by and through the DEPARTMENT OF _____ whose address is _____ for the use and benefit _____ of hereinafter called "Lessee".

RECITALS:

WHEREAS, as to Lessee, authority exists in the law and funds have been, budgeted appropriated, and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment.

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

1. PREMISES, TERM, RENT.

A. Lessor hereby leases and demises unto Lessee the premises, hereinafter referred to as "Premises," within the building located at _____, hereinafter referred to as "Building" (including land, improvements and other rights appurtenant thereto). The Premises, known and described as _____ includes approximately _____ (_____) square feet of net rentable floor area. The Premises in the Building are more specifically shown on Exhibit A attached hereto and made a part hereof.

B. To have and to hold the same, together with all appurtenances, unto Lessee for the term beginning _____, and ending _____, at and for a rental for the full term at the annual rate(s) as shown below:

TERM DATE(S)	RENTABLE SQUARE FOOTAGE	TERM RENT	MONTHLY RENT	ANNUALIZED SQUARE FOOT COST

C. Rent shall be received by the first day of each month during the term hereof, through an interdepartmental transfer approved by Lessee for the benefit of Lessor, subject to the limitations and conditions of sections 15 and 18 herein to the address as noted below:

D. If the term herein commences on a day other than the first day of a calendar month, then Lessee shall pay to Lessor the rental for the number of days that exist prior to the first day of the succeeding month, with a similar adjustment being made at the termination of this Lease.

2. USE OF PREMISES.

- A. Lessee agrees that the Premises shall be used and occupied only as _____ in a careful, safe and proper manner, and that it will pay on demand for any damage to the Premises caused by the misuse of same by it, its guests, invitees, agents, or employees.
 - B. Lessee shall not use or permit the Premises to be used for any purposes prohibited by the laws or regulations of the United States or the State of Colorado, the ordinances of _____ County, or other governmental entity with jurisdiction.
 - C. Lessee shall not use or keep any substance or material in or about the Premises which may vitiate or endanger the validity of the insurance on the Building or increase risks associated with the use or occupancy of the Premises, or which may prove offensive or annoying to persons occupying adjacent premises.
 - D. Lessee shall not permit any nuisance in the Premises.
3. SERVICES BY LESSOR. Lessor shall provide to Lessee during the occupancy of said Premises, as a part of the rental consideration, the following:
4. WORK REQUIREMENTS. Prior to the premises being occupied by Lessee, Lessor agrees to:
- A.
5. MAINTENANCE OF PREMISES/ENTRY BY LESSOR. Lessor shall, unless herein specified to the contrary, maintain the Premises in good repair and in tenantable condition during the term of this Lease, except in the event of damage rising from an act or the negligence of Lessee, its agents or employees. Lessee shall not commit or allow any waste or damage to be committed on any portion of the Premises. At the termination of this Lease, by lapse of time or otherwise, Lessee shall deliver up the Premises to Lessor in as good condition as at date of possession by Lessee, ordinary wear and tear excepted. Lessor shall have the right to enter the Premises at reasonable times for the purpose of making necessary inspections and repairs or maintenance.
6. ALTERATIONS TO PREMISES.
- A. Lessee shall not make any structural or non-structural changes or alterations to the Premises without the prior written approval of Lessor, which approval may be withheld at the sole and absolute discretion of Lessor. This includes, but is not limited to, any change or alteration which, in the sole discretion of Lessor, impairs the structural soundness or diminishes the value of the building(s) on the Premises; impacts the exterior appearance of the Premises; changes the interior configuration of the Premises; or adversely impacts the functioning of the wiring, plumbing, heating, air conditioning, sewer, or other similar systems.
 - B. Lessee shall not install any exterior lighting or plumbing fixtures, shades, or awnings, or any exterior decorations or painting, or build any fences or make any changes to the outside of the Premises without the prior written consent of Lessor which approval may be withheld at the sole and absolute discretion of Lessor. All alterations, additions, improvements, and fixtures that may be made or installed by either of the parties hereto upon the Premises or improvements thereon and which in any manner are attached to the floors, walls or ceilings shall be the property of Lessor and at the termination of this Lease shall remain upon and be surrendered with the Premises as a part thereof.
7. OWNERSHIP. The State of Colorado is the owner of the Premises. Lessor warrants and represents itself to be the authorized agent of the State of Colorado for the purposes of granting this Lease.
8. LEASE ASSIGNMENT. Lessee shall not assign this Lease and shall not sublet the Premises, and will not permit the use of the Premises to anyone, other than Lessee, its servants, agents or employees, without the prior written consent of Lessor, which shall not be unreasonably withheld or delayed. The parties hereby agree that any assignment or transfer shall be limited to another State agency or institution

with a similar business use.

9. **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.

10. **DAMAGE AND DESTRUCTION.** In the event the 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 Premises are damaged by fire or other casualty so that there is a partial destruction of the Premises or such damage as to render the 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. **LESSEE'S PERSONAL PROPERTY.** All personal property of any kind or description whatsoever in the Premises shall be at the Lessee's sole risk, and Lessor shall not be liable for any damage done to or loss of such personal property. If Lessee shall fail to remove all its effects from the Premises upon the termination of this Lease for any cause whatsoever, Lessor, at its option, may remove the same in any manner that it shall chooses, and store the said effects without liability to the Lessee for loss thereof. Within thirty (30) days after termination of this Lease, Lessor shall provide written notice to Lessee of any personal property items removed. Lessee agrees to pay the Lessor on demand any and all expenses incurred in such removal.

12. **CONDEMNATION.** If the whole or substantially all of the Premises shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as of the date of vesting of title of the Premises or delivery of possession, whichever event shall first occur, pursuant to such proceeding. Any award granted for either partial or complete taking regarding the Premises shall be the exclusive property of Lessor.

13. **EARLY TERMINATION.** This Lease may be terminated by either party hereto with sixty (60) days prior written notice to the other party.

14. **BREACH OF LEASE.** Any failure of either party to perform or comply with any of the terms of this Lease shall constitute a breach of the Lease. The parties agree that no act or omission shall be deemed an event of default and a breach of the Lease unless the non-defaulting party shall have given the defaulting party notice of the alleged default and fourteen (14) days to cure the same. Any dispute concerning the performance of this Lease that cannot be resolved at the divisional level shall be referred to superior departmental management staff designated by each department. Failing resolution at that level, disputes shall be presented to the executive directors of each department for resolution. Failing resolution by the executive directors, the dispute shall be submitted in writing by both parties to the State Controller, whose decision on the dispute shall be final and binding on all parties. The State Controller may at his/her option refer the dispute to the State Attorney General or his/her designee whose decision on the dispute shall be final and binding on all parties. In the event that the dispute is referred to the Attorney General, the parties hereto shall share equally all fees and costs attendant to the Attorney General's resolution of the dispute.

No waiver of any breach of any one or more of the conditions or covenants of this Lease by Lessor shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

15. **FISCAL FUNDING.** Financial obligations of both Lessor and Lessee after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available.

16. 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 effect 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 of Colorado Fiscal Rules.

17. SUCCESSORS AND ASSIGNS/SEVERABILITY. 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 portion, clause, paragraph, or section 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 portions of this Lease shall remain in full force and effect.

18. FEDERAL FUNDING. In the event that any or all funds for payment of this Lease are provided by the federal government, this Lease is subject to and contingent upon the continuing availability of federal funds for the purposes hereof, and if such funds are not made available, this Lease may be unilaterally terminated by the Lessee at the end of any month provided a thirty (30) day advance notice of termination is given to the Lessor in writing.

19. 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 a U.S. Mail Depository with sufficient postage attached thereto:

LESSOR:

LESSEE:

C: Real Estate Programs
Attn: Real Estate Specialist
1525 Sherman Street, Suite 500
Denver, CO 80203

Notice of change of address shall be treated as any other notice.

20. CONSENT. Unless otherwise specifically provided, whenever consent or approval of Lessor or Lessee is required under the terms of this Lease, such consent or approval shall not be unreasonably withheld or delayed and shall be deemed to have been given if no response is received within 30 days of the date request was made. If either party withholds any consent or approval, such party shall on written request deliver to the other party a written statement giving the reasons therefore.

21. HOLDING OVER. If Lessee fails to vacate the Premises upon expiration or sooner termination of this Lease, Lessee 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. Nothing in this section shall be construed as relieving either party of its obligation to execute a new or extended lease agreement to

cover future lease periods, as required by State of Colorado Fiscal Rules and the provisions of §24-30-202, C.R.S., as amended.

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

23. NO VIOLATION OF LAW. The signatories hereto aver that they are familiar with §18-8-101, et seq., C.R.S. (Bribery and Corrupt Influences) and §18-8-401, et seq., C.R.S. (Abuse of Public Office) and that no violation of such provisions is present.

24. 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 Lessor and the Lessee to the above cited laws.

25. SUBORDINATION. This Lease is subordinated to any and all existing and future liens of Lessor, including, but not limited to, ground leases, mortgages and deeds of trust.

26. CONTROLLER'S APPROVAL. In accordance with the requirements of §24-30-202(1), C.R.S., as amended, this Lease shall not be deemed valid until it has been approved by the Controller of the State of Colorado, or such assistant as he/she may designate.

27. ADDITIONAL PROVISIONS.

IN WITNESS WHEREOF, the parties hereto have executed this State of Colorado Interagency Lease Agreement on the day and year first above written.

LESSOR/LANDLORD:

STATE OF COLORADO
Jared S. Polis, Governor
The Department of _____

By: _____

Name

Title

Date

LESSEE/TENANT:

STATE OF COLORADO
Jared S. Polis, Governor
The Department of _____

By: _____

Name

Title

Date

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER:

OFFICE OF THE STATE ARCHITECT

Real Estate Manager (or authorized Delegate)

By: _____

Date: _____

CRS 24-30-202 requires that the State Controller approve all State contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Landlord is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the good and/or services provided.

STATE OFFICE OF RISK MANAGEMENT

State Risk Manager (or authorized Delegate)

By: _____

Date: _____

OFFICE OF THE STATE CONTROLLER

Robert Jaros, State Controller

State Controller (or authorized Delegate)

By: _____

Date: _____

Exhibit A