



**Center of Craig
Lease Agreement**

THIS LEASE AGREEMENT, made and entered into this ____ day of _____, 2021, by and between City of Craig, whose address of principal place of business is **300 West Fourth Street, Craig, Colorado 81625** hereinafter referred to as “**lessor,**” and **Connection 4 Kids**, hereinafter referred to as “**lessee.**”

WITNESSETH:

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

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

- I. **PREMISES, TERM, RENT.**
 - a. Lessor hereby leases unto Lessee the Premises, hereinafter referred to as “Premises” within the building located at 601 Yampa Avenue, Craig, Colorado 81625, hereinafter referred to as “Office Space.” The Premises, known and described as main floor offices and a downstairs classroom includes approximately 426 square feet up and approximately 560 square down of rentable floor area.
 - b. **TO HAVE AND TO HOLD** the same, together with a all appurtenances unto Lessee, for the term beginning 01/01/2021, and ending 12/31/2021, at and for a monthly rental fee of \$200.00 per month, receipt of which is due by the 5th day of each month.
- II. **SERVICES BY LESSEE.** Lessee shall pay during the occupancy of said Premises, as a part of the rental consideration the following: Connections 4 Kids will be responsible for their monthly telephone and internet costs. The City of Craig will provide electric, gas, water, sewer utilities and trash removal services. Lessee shall provide schedule of activities to the Parks and Recreation Department.
- III. **MAINTENANCE OF PREMISES.** Routine building maintenance and janitorial services shall be provided by the Lessee in said office space. 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 arising from and act or the negligence of Lessee, its agents, clients or employees. Lessor shall have the right to enter the Premises at any time to make necessary inspections. The Lessee is solely responsible for any and all routine building maintenance or damage that is caused by the normal use of the leased space.

- IV. **INTERRUPTION OF SERVICES.** Lessor is responsible for major repairs to the buildings' systems including HVAC, plumbing, electrical, etc. If major repairs are needed and an interruption of services results for a period of fifteen days, Lessee has the option to cancel and terminate this lease.
- V. **DAMAGE AND DESTRUCTION.** In the event the leased Premises is damaged by fire or other casualty so that there is total or partial destruction of the Premises so as to make the Premises partially or totally untenantable or 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.
- VI. **FISCAL FUNDING.** As prescribed by Colorado State Law, it is understood and agreed this lease is dependent upon the continuing availability of funds beyond the current fiscal year of the Lessor. The parties recognize that the act of appropriation by the Lessor is a legislative act. Failure by Lessor to budget and appropriate operational contributions shall not terminate this lease.
- VII. **COMPLETE AGREEMENT.** This lease 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 subsequent renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved by both parties.
- VIII. **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:

Lessor:

City of Craig
300 W. 4th St.
Craig, CO 81625

Lessee:

Connection 4 Kids
P.O. Box 427
Craig, CO 81626

- IX. **CONSENT.** Unless otherwise specifically provided, whenever consent or approval of Lessor or Lessee is required under the terms of the lease, such consent or approval shall not be unreasonably withheld or delayed and shall be deemed given if no response is received within 30 days of the date the request was made.
- X. **LESSEE LIABILITY EXPOSURE.** The City of Craig requests the following insurance limits as follows:

- a. Per Occurrence - \$ _____;
- b. General Aggregate \$ _____;
- c. Products/ Completed Operations - \$ _____;
- d. Products/ Completed Operations Aggregate - \$ _____;
- e. Damage to Premises Rented To You - \$ _____;

The City requires Connections 4 Kids to name the City of Craig as additional insured. The lessee agrees to provide proof of insurance coverage within 30 days of entering into this agreement. Notwithstanding any other provision to the contrary, no term of condition of this lease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, as now or hereafter 2 amended. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the City of Craig, its departments, institutions, agencies, boards, officials and employees IS controlled and limited by the Colorado Government Immunity Act. Any provisions 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 Lessee to the above cited law.

LESSEE'S INSURANCE. The Lessee shall provide insurance on its inventory, equipment, and all other personal property located on the Premises against loss resulting from fire or other casualty at the Lessee's sole cost. The Lessee shall have the right to provide such insurance under a self-insurance program, or, at any time during the term of this lease, to provide such insurance through an insurance company. With respect to general liability, the Lessee is self-insurance in accordance with the provisions of the Colorado Governmental Immunity Act set forth at C.R.S. 24-10-101, *et seq.*, and the Colorado Risk Management Act C.R.S. 24-30-1501, *et seq.*

EARLY TERMINATION.

Lessee shall be entitled to terminate lease provided a 30-day written notice to the City of Craig. The City of Craig reserves the right to terminate lease without cause but shall provide 30 days written notice.

DEFAULT. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by the Lessee.

- A.) Vacating the Premises: The vacating or abandonment of the Premises by Lessee.
- B.) Failure to pay rent: The failure by Lessee to make any payment of rent, or any other payment required to be made by Lessee hereunder, as and when due where such failure is a result of allowable early termination as identified in Paragraph 14 above.
- C.) Failure to Perform: The failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by the Lessee, other than described in Section B. above, where such failure shall continue for a period of ninety (90) days after written notice thereof by the Lessor to Lessee, provided, however, that if the nature of Lessee's default is such more than ninety (90) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said ninety (90) day period and thereafter diligently prosecutes such cure to completion.

CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Lease. Any provision included or incorporated herein by reference which conflict with said laws, rules and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not 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 shall not invalidate the remainder of this contract, to the extent capable of execution. The City shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established, including those dealing with discrimination and unfair employment practice, in performing its obligations under the Lease.

ENTIRE UNDERSTANDING. This Lease represents the complete integration of all understandings between the parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

JURISDICTION AND VENUE. All suits or actions related to this Lease shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City of Craig and County of Moffat.

CORA DISCLOSURE. To the extent not prohibited by federal law, this Lease and the performance measures and standards are subject to public release through the Colorado Open Records Act C.R.S. 24-72-101 *et seq.*

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

Lessor: The City of Craig

By: _____

Jarrod Ogden, Mayor

Attest (Seal)

By: _____

Liz White, City Clerk

Lessee: Connections 4 Kids

By: 

Arin Daigneau, Connections 4 Kids Board President