

**THIS LEASE HAS IMPORTANT LEGAL CONSEQUENCES. THE PARTIES SHOULD
CONSULT LEGAL COUNSEL BEFORE SIGNING.**

COMMERCIAL LEASE

This Commercial Lease (this "**Lease**") is made on _____, 2024 (the "**Effective Date**"), and is entered into by and between Landlord (as defined below) and Tenant (as defined below). In consideration of the payment of the Rent (as defined below) and the performance of the promises by Tenant set forth below, Landlord hereby leases to Tenant, and Tenant hereby accepts the Premises (as defined below) "AS IS" and "WHERE IS" without representation or warranty by Landlord, subject to the existing state of title, all legal requirements applicable to the Premises, and the terms and conditions of this Lease.

PARTIES, PREMISES, AND DEFINED TERMS

1. **Landlord: THE CITY OF COMMERCE CITY**, a Colorado home rule municipality whose address is 7887 East 60th Avenue, Commerce City (the "**Landlord**").

2. **Tenant: BENEFITS IN ACTION**, a Colorado nonprofit organization whose address is 12157 West Cedar Drive, Suite 100, Lakewood (the "**Tenant**").

3. **Premises:** Landlord is the owner of certain real property commonly known as 7190 Colorado Blvd., Suite 500, consisting of approximately 220 rentable square feet (the "**Premises**"), legally described in Exhibit A, attached hereto and incorporated herein by reference. The Premises is located within a six-story office building, commonly known as Adams Tower, and the Parking Lot, defined below (the "**Property**"), which is encumbered by that certain Declaration of Condominium for South Platte Crossing, recorded on December 7, 2018, at Reception No. 2018000098209 both in the records of the Clerk and Recorder of Adams County, Colorado, as amended and supplemented from time to time (the "**Declaration**"), which, among other things, formed the South Platte Crossing Condominium Association, Inc., a Colorado nonprofit corporation (the "**Association**"). Tenant hereby acknowledges and agrees that it has been provided with a complete copy of the Declaration.

a. Tenant may be permitted to use certain rooms operated by Landlord, that are located outside of the Premises. Tenant shall first obtain written permission from Landlord, to use any rooms that are not located within the Premises, seven (7) days before the use begins.

4. **Term:** Unless terminated sooner or extended through a written agreement by both parties, Landlord leases the Premises to Tenant for a five (5) year term, from the 1st day of October, 2024 through the 30th day of September, 2029 (the "**Term**").

5. **Rent:** Rent shall be payable to Landlord in annual installments of one hundred and twenty and 00/100 Dollars (\$120.00) on the annual anniversary of the Term, as well as services to be provided to City residents (the "**Rent**"). Unless otherwise provided in this Lease, all Rent shall be mailed or delivered to Landlord at the following address: City Manager's Office located at 7887 E. 60th Avenue, Commerce City, CO 80022. In addition to the monetary rent provided, Tenant also agrees to collaborate with City staff to provide the residents of the City of Commerce City with various services and community events.

6. **Use:** The Premises shall be used for non-profit organization office purposes, provided this use conforms with applicable zoning regulations and all requirements of the Declaration. Tenant shall not, without the prior written consent of Landlord, use or permit the Premises to be used for any other purpose. Tenant agrees they will continue to make use of the Premises by having staff on-site a minimum of three (3) days a week. Failing to adhere to these use requirements will constitute a breach.

7. **Staff:** Tenant understands that Landlord will not provide any admin staff for any purposes, including but not limited to, any front desk or reception staff.

8. **Utilities and Other Costs:** Landlord shall be responsible for the payment of all the utilities for the Premises or for any Association costs outlined in the Declaration.

9. **Repairs and Maintenance of the Premises and Property:** Tenant, at its sole cost and expense, agrees to keep all portions of the Premises repaired, maintained, and replaced so they are in good repair at all times during the Term. Landlord agrees to pay all operating and security costs for the Premises in the ordinary course of business and to keep all portions of the Property, not including the Premises, repaired, maintained, and replaced.

10. **Encumbrances.** During the Term, Tenant shall comply with and perform all obligations of Landlord under the Declaration, all rules and regulations issued by the Association, and all other easements, declarations, covenants, restrictions and other items of record now or hereafter encumber the Premises and the Property. Notwithstanding the foregoing, no provision in this Lease shall be construed as an assignment to Tenant of any of Landlord's voting rights under the Declaration with respect to the Premises or the Parking Lot. Landlord hereby expressly reserves all such voting rights under the Declaration.

PREMISES

11. Common Areas: The “**Common Areas**” are all areas outside of the Premises on the Property designated for common use by unit owners and lessees of the Property pursuant to the Declaration. During the Term, Landlord grants to Tenant a non-exclusive license over such Common Areas of the Property necessary to the use and occupancy of the Premises pursuant to the terms and conditions set forth in the Declaration. Tenant shall not use Common Areas for any type of storage, or parking of trucks, trailers, or other vehicles without the advance written consent of Landlord and the Association. All parking and Common Areas of Property shall at all times be subject to the management of the Association and are not part of the Premises. All use of the Common Areas shall be at the sole risk of Tenant, and Landlord shall not be liable for any damages or injuries occasioned by such use. Landlord, the Association, and each of their agents shall have the right, power, and authority to compile, promulgate, change, and modify all rules and regulations that it may, in its sole discretion, deem necessary for use of the Common Areas. Tenant agrees to abide by and conform with all rules and regulations pertaining to such Common Areas. Landlord, the Association, and each of their agents shall have the right to construct, maintain, and operate lighting facilities; to police and from time to time change the area, location, and arrangement of the Common Areas and facilities thereon; to temporarily close all or any portion of the Common Areas; to discourage non-customer parking; and to do and perform any and all such other acts in and to the Common Areas and facilities thereon as Landlord or the Association shall determine in its sole and absolute discretion.

12. Condition of Premises and Representations: Tenant represents and acknowledges that it is familiar with the physical condition of the Premises, the Common Areas and the Property. Landlord makes no representations or warranties as to the physical condition of the Premises, the Common Areas or the Property, or their suitability for Tenant’s intended use. The Premises is rented “as is,” in current condition, and all warranties are hereby expressly disclaimed. Landlord makes no representations or warranties as to the suitability of the Premises or the Common Areas for Tenant’s intended use. Landlord agrees to make any necessary changes or alterations to the Premises in order to comport with federal, state, or local laws, ordinances, codes, rules, regulations, and similar legal requirements (collectively, “**Laws**”). Laws include, but are not limited to: health code regulations, access regulations (including, but not limited to, the Americans with Disabilities Act (“**ADA**”)), and zoning regulations. Tenant further indemnifies and agrees to hold Landlord harmless from any and all claims and liabilities that may arise by virtue of Tenant’s use of the Premises in violation of any Laws.

13. Use of Premises: Tenant, in consideration of the leasing of the Premises, agrees as follows:

a. Use of Premises: To use and occupy the Premises solely as and for the use specified in this Lease. Landlord’s consent to the aforementioned use is not an assurance or warranty that the Premises’ attributes are sufficient for Tenant’s use. Tenant represents and warrants that it has conducted sufficient due diligence to assure itself that the Premises are suitable for its use, and that such use is permitted by applicable law. Landlord expressly reserves its right to lease any other space that it owns within the Property as it sees fit, unless explicitly prohibited by the Declaration. Landlord’s demise of the Premises to Tenant does not preclude Landlord from leasing other parts of the Property to other tenants who may be viewed objectively or subjectively as competing with Tenant.

b. Signage: If and as permitted by the Declaration, Tenant shall be permitted to erect a sign or signs upon the Premises, provided all signage is in compliance with size and other requirements of Landlord and the Association and as may be set forth by applicable ordinances and regulations including, but not limited to, sign and design ordinances. All signage shall conform to aesthetic and design criteria, themes, and standards of the Property.

c. Legal Compliance: Tenant and its licensees and invitees shall comply with and abide by all Laws in connection with the occupancy and use of the Premises. Tenant and its licensees and invitees may not possess or consume alcoholic beverages on the Premises unless they are of legal age. No alcoholic beverages shall be sold upon the Premises unless proper licenses have been obtained. No illegal drugs or controlled substances (unless specifically prescribed by a physician for a specific person occupying or present upon the Premises) shall be permitted upon the Premises. Tenant hereby covenants and agrees to use its reasonable efforts to prevent and preclude its employees, guests, invitees, etc. from the aforementioned illegal conduct. Tenant and its licensees and invitees shall not use the Premises in any way that may result in an increase of the rate or cost to Landlord to insure the Property. No hazardous or dangerous activities are permitted upon the Premises.

d. ADA Compliance: Tenant shall not cause or permit any violation of the ADA to occur on or about the Premises by Tenant and Tenant’s agents, employees, licensees, invitees, and contractors (collectively, “**Tenant’s Invitees**”). Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, but not limited to, diminution in value of the Premises, damages for the loss or restriction of use of rentable or usable space, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys’ fees, consultation fees, and expert fees) that arise during or after the Term as a result of such violation. Without limiting the foregoing, if the presence of any ADA violation on the Premises caused or permitted by Tenant results in remedial work on the Premises, Tenant shall promptly notify Landlord of any action required to comply with the ADA.

e. Alterations: Tenant understands they are prohibited from making any alterations or renovations to the Premises without express written consent from Landlord. Work done as a part of reasonable repairs or maintenance will not be considered an alteration or renovation for the purposes of this Lease.

f. Additional Prohibitions: Neither Tenant nor its subtenants, licensees, volunteers, employees, guests, or invitees shall act in any manner that would interfere with, or be a nuisance to, other unit owners, subtenants, occupants, or invitees of the Property, or adjacent property owners, or adjacent tenants, or that would interfere with those other parties' quiet enjoyment of their premises. This prohibition includes, but is not limited to, loud noises, loud music, noxious or unpleasant odors, and disruptive behavior or actions. Tenant shall not permit any portion of the Premises to be used in a manner that may endanger the person or property of Landlord, other tenants, or any person living, working, or present on or near the Premises. Tenant shall keep all portions of the Premises in a clean, safe, sanitary, and habitable condition.

g. Pets and Animals: Pets or animals shall not be permitted on the Premises except to the extent permission for pets to be on the Premises is required to be given by Laws or the Property's and the Association's current rules and regulations.

h. Hazardous Material Prohibited: Tenant shall not cause or permit any Hazardous Material to be brought upon or kept or used in or about the Premises by Tenant or Tenant's Invitees. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Premises during the Term results in contamination of the Premises, or if contamination of the Premises by Hazardous Material otherwise occurs during the Term, then Tenant shall indemnify, defend, and hold Landlord harmless from any and all resulting claims, judgments, damages, penalties, fines, costs, liabilities, or losses. The term "**Hazardous Material**" means any substance, material, or waste which is now or hereafter classified or considered to be hazardous, toxic, or dangerous under any Laws relating to pollution or the protection or regulation of human health, natural resources, or the environment, or poses or threatens to pose a hazard to the health or safety of persons on the Premises or Property.

i. Waste; Rubbish Removal: Tenant shall not commit waste on or to the Premises. Tenant shall not perform any action or practice that may injure the Premises or Property. Tenant shall store all personal property entirely within the Premises. Tenant shall keep the Premises and the Property surrounding the Premises free and clear of all debris, garbage, and rubbish. Tenant shall store all trash and refuse in adequate containers within the Premises, which Tenant shall maintain in a neat and clean condition, or within designated Common Areas, if any, so as not to be visible to members of the public in or about the Property, and so as not to create any health or fire hazard.

j. Rules and Regulations: Landlord and the Association may impose and provide Tenant with a copy of all rules and regulations affecting the Premises, and, if imposed and provided, Tenant shall abide by all such rules and regulations.

14. Subletting or Assignment: Tenant shall not sublet the Premises or any part thereof, nor assign this Lease or any interest therein.

15. Surrender of Premises: Tenant will return the Premises to Landlord at the expiration of the Term in as good an order and repair as when Tenant took possession, loss by casualty, condemnation, and normal wear and tear excepted. Any deterioration or damage caused by accident, abuse, carelessness, or negligence, or any failure to generally repair and maintain consistently with the terms and conditions set forth in this Lease, shall not be considered normal wear and tear. If Tenant fails to return the Premises in appropriate condition, Landlord may restore the Premises to appropriate condition, including, but not limited to, repair, replacement, and cleaning, the cost of which will be the sole responsibility of Tenant.

16. Removal of Fixtures; Redelivery: Tenant shall remove, at the termination of this Lease or Tenant's right to possession of the Premises, provided Tenant is not in Default, Tenant's moveable trade fixtures and other items of personal property that are not permanently affixed to the Premises, and Tenant shall repair any damage caused by such removal. Tenant shall remove the alterations and additions and signs made by Tenant as Landlord may request and repair any damage caused by such removal. Tenant shall peaceably yield up the Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove); and all fixtures, furnishings, floor coverings, and equipment that are permanently affixed to the Premises, which shall thereupon become the property of Landlord. Any personal property of Tenant not removed within five (5) days following such termination shall, at Landlord's option, become the property of Landlord or removed for disposal from the property, the cost of which will be at Tenant's sole cost and expense.

PAYMENTS

17. Payments; Dishonored Checks: Payments shall be deemed received when actually delivered to, and received by, Landlord at the payment location.

18. Partial Payment: If any partial payment is made by Tenant, it shall be allocated to the payment of Rent in the manner Landlord may determine in Landlord's sole discretion. Acceptance by Landlord of any partial payment shall not waive the right of Landlord to require immediate payment of the unpaid balance of Rent or waive or affect Landlord's rights to institute legal proceedings including, but not limited to, an eviction action.

19. No Offset: No assent, express or implied, to any Default of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other Default. The covenants set forth in this Lease are independent. Tenant shall have no right to withhold or set off any Rent due to Landlord.

REPAIRS AND MAINTENANCE

20. Tenant's Duty to Repair: Tenant shall, at Tenant's sole cost and expense, perform all repairs, maintenance, and replacement with respect to the Premises. If Tenant fails to complete Tenant repairs as required by this Lease, Landlord, in its sole and absolute discretion, may complete them and bill Tenant for the cost of such work as Rent.

21. Improvements; Prior Landlord Consent: Tenant agrees to submit to Landlord complete plans and specifications, including, but not limited to, engineering, mechanical, and electrical work covering any and all contemplated alterations, if requested by Tenant. The plans and specifications shall be in such detail as Landlord may require, and in compliance with all applicable statutes, ordinances, regulations, and codes. As soon as reasonably feasible thereafter, Landlord shall notify Tenant of any failures of Tenant's plans to meet with Landlord's approval. Tenant shall cause Tenant's plans to be revised to the extent necessary to obtain Landlord's approval. Tenant shall not commence any improvements or alterations of Premises until Landlord has approved Tenant's plans in writing.

22. Common Area Maintenance: Maintenance of the Common Areas shall be conducted pursuant to the terms and conditions set forth in the Declaration, and Landlord shall have no liability whatsoever for any delays in the completion of any such repairs to be made, including, but not limited to, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Rent or damages, or be deemed an eviction of Tenant in whole or in part.

23. Termination and Default: Either party may terminate this Lease at any time and for any reason, following sixty (60) notice of the terminating party's intent to do so. If possession is terminated by reason of a Default prior to expiration of the Term, Tenant shall remain responsible for the Rent, subject to Landlord's duty to mitigate such damages to the extent required by applicable law. All powers and remedies given to Landlord pursuant to this Lease, subject to applicable law, shall be cumulative and not exclusive of one another or of any other right or remedy or of any other powers and remedies available to Landlord under this Lease, by judicial proceedings or otherwise, to enforce the performance or observance of the covenants and agreements of Tenant contained in this Lease, and no delay or omissions of Landlord to exercise any right or power accruing upon the occurrence of any Default shall impair any other or subsequent Default or impair any rights or remedies consequent thereto. Every power and remedy given by this Lease or by law to Landlord may be exercised from time to time, and as often as may be deemed expedient, by Landlord, subject at all times to Landlord's right in its sole judgment to discontinue any work commenced by Landlord or change any course or action undertaken by Landlord.

24. Abandonment: In the event of an abandonment of the Premises, Landlord may, without being obligated to do so and without terminating this Lease, retake possession of the Premises and exercise any of the remedies contained in in this Lease.

25. Re-Entry: In the event of re-entry by Landlord as a result of abandonment or a Default by Tenant:

a. Tenant shall be liable for damages to Landlord for all loss sustained, including, but not limited to, the balance of the Rent, court costs, and reasonable attorneys' fees;

b. Tenant's personal property and the personal property of any guest, invitee, licensee, or occupant may be removed from the Premises and left on the street or alley, or, at Landlord's option, it may be removed and stored or disposed of, at Landlord's sole discretion. Landlord shall not be deemed a bailee of the property removed, and Landlord shall not be held liable for the property. Tenant shall indemnify Landlord for any expense in defending against any claim by Tenant or a third party and for any legal expense, cost, fine, or judgment awarded to a third party as a result of Landlord's action under the provisions of this Lease;

c. Landlord may enter the Premises, clean and make repairs, and charge Tenant accordingly; and

d. Tenant shall surrender all keys and peacefully surrender and deliver up possession of the Premises as required by this Lease.

INSURANCE AND INDEMNIFICATION

26. Negligent Damages: Tenant shall be responsible for and reimburse Landlord for any and all damage to the Premises, the Property, or personal property therein or thereon and for injury to or death of persons within the Premises.

27. Liability Indemnification: Tenant shall hold Landlord, Landlord's agents and employees, and their respective successors and assigns, harmless and indemnified from all actions, causes of action, injury, loss, claims, expenses, or damages, including, but not limited to, attorneys' fees, with respect to any person or property while on the Premises, or any other part of the Property, or arising in any way out of Tenant's business or other activities or use of the Property.

28. Tenant's Insurance: In addition to the insurance requirements for the Premises passed through to Tenant during the Term of this Lease pursuant to the terms and conditions set forth in the Declaration or otherwise required by the Association:

a. Tenant shall maintain commercial general liability insurance insuring Tenant, in the amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which shall, in addition, cover Tenant's contractual liability under the indemnification clauses of this Lease.

b. Tenant shall maintain commercial property insurance covering Tenant's business personal property, equipment, and alterations and improvements at full replacement cost value. The commercial property insurance will include a waiver of subrogation in favor of Landlord.

c. All of Tenant's insurance related to the Premises and the Property shall be in the form and from responsible and well-rated companies satisfactory to Landlord, shall name Landlord as an additional insured thereunder, and shall provide that the insurance will not be subject to cancellation, termination, or change except after at least thirty (30) days prior written notice to Landlord and otherwise be reasonably acceptable to Landlord. Certificates for such insurance or, if requested by Landlord, copies of the policies, shall be provided to Landlord prior to commencement of the Term and upon request of Landlord.

29. No Subrogation; Waiver of Property Claims: Notwithstanding anything to the contrary in this Lease, Tenant assumes all responsibility for insuring, and waives its entire right of recovery against Landlord for, any and all loss of or damage to real and personal property and Tenant's loss of business income caused by or arising out of a cause of loss insured or that could have been insured against by a Causes of Loss – Special Form policy of property insurance with additional flood and loss of business income coverage, regardless of the cause of the loss or damage. This waiver includes a waiver by Tenant of all rights of subrogation that its property insurers may have against Landlord. If Tenant's insurance covering property loss or damage does not permit a named insured to waive the insurer's rights of subrogation, then that policy must include an endorsement in which the insurer waives all of its rights of subrogation against Landlord.

30. Waiver of Liability: Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives all claims for, damage to property or injury or death sustained by Tenant, Tenant's Invitees, or any other person claiming through Tenant, resulting from any accident in or upon the Premises or the Property, including, but not limited to, claims for damage, injury, or death resulting from: (1) any equipment or appurtenances becoming out of repair; (2) Landlord's failure to keep the Property or the Premises or any part thereof in repair; (3) injury done or occasioned by wind, water, or other act of God; (4) any defect in, or failure of, plumbing, heating, or air-conditioning equipment, electric wiring, gas, water and steam pipes, stairs, porches, balconies, railings, roadways, parking areas, or walks or the installation, repair, or maintenance thereof; (5) broken glass; (6) the backing-up of any sewer pipe or downspout; (7) the bursting, leaking, or running of any tank, tub, sink, sprinkler system, water closet, waste pipe, drain, or any other pipe or tank in, upon, or about the Property or Premises; (8) the escape of steam or hot water; (9) water, snow, or ice being upon or coming through the roof, skylight, doors, stairs, walks, or any other place upon or near the Property or the Premises, or otherwise; (10) the falling of any fixtures, plaster, stucco, tile, stone, or similar material; (11) fire or other casualty; (12) any act, omission, or negligence of other tenants, occupants, or other persons of or on the Property, or of or on adjoining or nearby buildings or property; or the criminal activities of persons other than Landlord or its agents or employees. Tenant agrees to pay for all damage to the Premises.

31. Indemnification Fees and Costs: In case any claim, demand, action, or proceeding is made or brought against Landlord, its agents, or employees, by reason of any obligation on Tenant's part to be performed under the provisions of this Lease or arising from Tenant's use and operation of the Premises or the Property, Tenant shall be responsible for all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred in defending or prosecuting the same, as applicable.

OTHER PROVISIONS

32. Destruction or Condemnation of Premises: Subject to the terms and conditions set forth in the Declaration, Landlord's and Tenant's duties and responsibilities are as follows when damage to or destruction of the Premises from fire or other casualty or condemnation occurs:

a. **Partial Destruction of the Premises:** In case of damage to or partial destruction of the Premises by fire or other casualty, Landlord and Tenant shall have a reasonable time to determine (i) the nature and extent of the damage, (ii) the estimated time to repair and restore, and (iii) the amount of insurance proceeds available to complete the repair and restoration. Upon such determination, Landlord shall notify Tenant in writing whether Landlord, in its sole discretion, elects to repair and restore the Premises. If Landlord elects to repair and restore, Landlord shall be entitled to all insurance proceeds without deduction, and Landlord shall proceed to repair and restore the Premises with reasonable dispatch and to the extent of available insurance proceeds. Tenant shall remain responsible for payment of Rent, which shall be abated proportionately as reasonably determined by Landlord for any portion of the Premises that are made untenable. Subparagraph (d) of this Paragraph shall apply if Landlord determines that the damage or partial destruction will not be repaired.

b. **Premises Untenable:** If the Premises are made totally untenable by fire or other casualty, or if the building in which the Premises are located is damaged or partially destroyed to the point where Landlord, within a reasonable time decides not to rebuild or repair, then Landlord shall be entitled to all insurance proceeds without deduction and Subparagraph (d) of this Paragraph shall apply.

c. **Condemnation:** If the whole or part of the Premises are taken by any authority for any public or quasi-public use or purpose, then Landlord shall be entitled to all insurance proceeds and any condemnation award, without deduction, and subparagraph (d) of this Paragraph shall apply. All damages and compensation awarded for any taking shall be the sole property of Landlord.

33. **Holdover:** Tenant shall vacate the Premises and remove all of Tenant's personal property from the Premises prior to 11:59 p.m. on the date the Term expires. Landlord may immediately commence eviction proceedings at its sole discretion. If, after the expiration of the Term, Tenant shall remain in possession of the Premises and continue to pay Monthly Rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to 110% of the last month's Monthly Rent paid under this Lease plus all Additional Rent and other Rent, and Tenant shall be subject to all the terms and conditions of this Lease. Nothing contained in this paragraph shall be deemed as consent from Landlord to any such holding over. Tenant shall defend, indemnify, protect and hold Landlord harmless from and against any and all losses resulting from Tenant's failure to surrender possession upon the expiration or earlier termination of the Term.

34. **Entry by Landlord:** Landlord may enter the Premises at reasonable hours for reasonable purposes (such as repairs, inspections, or re-letting to prospective new tenants), upon reasonable notice to Tenant. Landlord may also enter the Premises in the event of emergency, without notice, or in the event of vacancy of the Premises.

35. **Subordination; Estoppel; Attornment:** This Lease shall be subordinate to all existing and future mortgages, deeds of trust, and other security interests on the Premises and to any and all extensions, renewals, refinancing, and modifications thereof. Tenant shall, within ten (10) days after a request therefor from Landlord, execute and deliver whatever instruments may be required for such purposes, or for the purpose of informing a potential or existing lender or purchaser of the Property as to the status of its tenancy. Any such instruments or estoppel letters shall contain all information reasonably required by Landlord or other entity in conjunction with such transaction. Tenant agrees to attorn to a lender or other party coming into title to the Property upon written request of Landlord.

36. **Notices:** Any notice that may be given under this Agreement shall be made in writing and shall be deemed effective upon personal service of the other party or upon the date of mailing by certified mail, return receipt requested, addressed as follows (or other address the party to be notified may have designated by like notice to the sender):

TENANT:
Laura Boggs, Director of Programs
Benefits in Action
12157 W. Cedar Drive, Suite 100
Lakewood, CO 80228
(720) 221-8354
lboggs@benefitsinaction.org

LANDLORD:
City Manager's Office
City of Commerce City
7887 E. 60th Avenue
Commerce City, CO 80022
(303) 289-3612

With copies to:

City Attorney's Office
City of Commerce City
7887 E. 60th Avenue
Commerce City, CO 80022

37. **Attorneys' Fees:** If Tenant or Landlord violates any of the terms and conditions of this Lease, or if a dispute arises concerning the meaning or interpretation of any term or condition of this Lease, the defaulting party, or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, but not limited to, court costs and reasonable attorneys' fees.

38. **Governing Law:** This Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Venue shall be proper in the county where the Premises are located.

39. **Amendments and Termination:** Unless otherwise provided in this Lease, this Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

40. **Captions:** The paragraph titles or captions in this Lease are for convenience only and shall not be used in the interpretation thereof.

41. **Pronouns; Joint and Several Use of Certain Terms:** Whenever the terms referred to in this Lease are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa. All references to the "Landlord" shall mean Landlord and/or its authorized agents, contractors, or employees, as may be required by the specific context. All references to the "Tenant" shall mean each and every person comprising Tenant, or an individual person or combination of persons comprising Tenant, as may be required by the specific context.

42. **Waivers:** No right under this Lease may be waived except by written instrument executed by the party who is waiving such right. No waiver of any breach of any term or condition contained in this Lease shall be deemed a waiver of any preceding or succeeding breach of that directly, or of any other directly contained in this Lease. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

43. **Successors and Assigns:** This Lease is binding and inures to the benefit of the heirs, personal representatives, assigns, and successors in interest to the parties, subject to the restrictions on assignment set forth in this Lease.

44. **No Partnership:** The parties hereto do not intend to create, and no provision of this Lease will be construed as creating, a partnership, joint venture, tenancy in common, or joint tenancy between Landlord and Tenant, it being intended that the only relationship created by this Lease will be that of landlord and tenant.

45. **No Reservation of Option:** Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

46. **Entity Authorization:** If Tenant is a corporation, limited liability company, partnership, or other legal entity, each individual executing this Lease on behalf of the entity represents and warrants that the person is duly authorized to execute and deliver this Lease on behalf of the entity in accordance with a duly adopted resolution or other legally effective authorization and that this Lease is binding upon the entity in accordance with its terms. Tenant agrees to provide Landlord with such a resolution or other evidence of authorization within five (5) days after Landlord's request therefor.

47. **Severability:** If any term or condition of this Lease, or the application thereof to any person or circumstance, shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

48. **Quiet Enjoyment; Release of Landlord:** Landlord agrees that, subject to title matters of record, Tenant's paying the Rent, and Tenant's complying with all of the other terms and conditions of this Lease and applicable legal requirements, Tenant shall peacefully and quietly have, hold, and enjoy the Premises throughout the Term or until this Lease or Tenant's right to possession of the Premises is terminated pursuant to its terms. Landlord shall not be responsible for the acts or omissions of any other tenant, unit owner or other third party that may interfere with Tenant's use and enjoyment of the Premises. In the event of any transfer or transfers of Landlord's interest in the Premises, other than a transfer for security purposes only, Landlord shall be automatically relieved of any and all obligations and liabilities accruing from and after the date of such transfer.

49. **Consulting Legal Counsel:** Laws may affect the Premises, this Lease, and the Landlord/Tenant relationship that are not specifically addressed in this Lease. Landlord and Tenant should consult legal counsel prior to execution of this Lease to ascertain such information.

50. **Grant Compliance and Reporting:** Landlord may from time to time apply for Grant funding to install building improvements. In the event that an awarded grant requires compliance reporting, Tenant agrees to provide Landlord any reasonably requested information necessary within Ten (10) business days of written request. Tenant agrees to provide reporting throughout the duration of this Lease as requested. Reasonable attempts to collect required grant compliance information must be made by Tenant and this may require adjusting the intake information collected by Tenant. Landlord will furnish written notice of any required information to tenant upon execution of grant funding agreement. If Tenant does not supply the requested information, Tenant will be deemed to be in default of Lease and Landlord will have the right to terminate this Lease agreement. Information requested may include but is not limited to: number of clients, client's race/ethnicity, client's certified income level, energy consumption information, and impact statistics.

51. **Additional Provisions:** If there are any additional agreements between the parties or provisions with respect to the Premises, an Addendum may be attached to this Lease, which shall be incorporated by this reference as a part of this Lease. An Addendum containing additional provisions is not attached. This Lease and the attached Addendum constitute the entire agreement between the parties.

[Signature Page Follows.]

THE PARTIES SHOULD INITIAL EACH PAGE OF THIS LEASE AND SIGN BELOW. EACH PARTY SHOULD RECEIVE A SIGNED COPY OF THIS LEASE AND ANY ADDENDA.

LANDLORD:

TENANT:

CITY OF COMMERCE CITY,
a Colorado municipal agency

By:

By: _____
Name: _____
Title: Mayor Steve Douglas

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

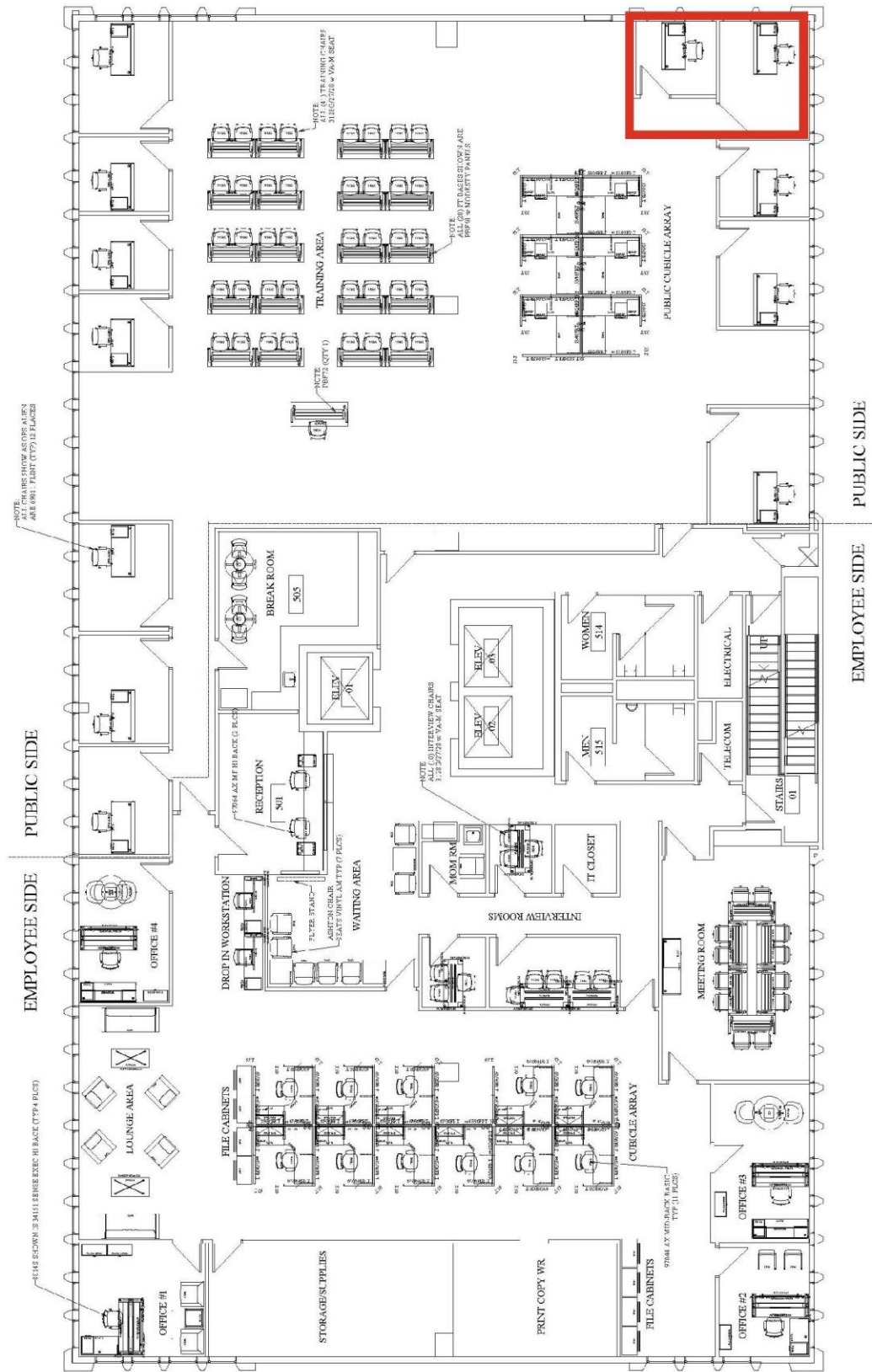
City Attorney

ATTEST:

City Clerk

**EXHIBIT A
LEGAL DESCRIPTION OF LEASED PREMISES**

Unit 6, South Platte Crossing, according to the Map of South Platte Crossing recorded on December 7, 2018, at Reception No. 201800098210, and the Declaration of Condominium for South Platte Crossing, recorded on December 7, 2018, at Reception No. 201800098209 both in the records of the Clerk and Recorder of Adams County, Colorado, as amended and supplemented from time to time.



COMMERCE CITY COLORADO BLVD 5th FLOOR SPACE PLAN V3 5-24-2024

Will Garth - OFFICEFURNITURE EZ