**Document Instructions for Users**

**Lease Amendment - Improved Real Property**

This template has been reviewed and approved by the Attorney General and State Controller's offices. Any variations must be kept to a minimum as much of the language is required by the State of Colorado Constitution, State Statutes or policies. This amendment template is suitable for most situations where a lease exists and needs to be revised, renewed or amended.

All additions to this form must be in **bold type**. All deletions must be shown by ~~strike-through~~. This will allow reviewers of the lease to immediately determine if and where the lease differs from the standard form. When the wording is expected to be significantly changed to accommodate the agreement reached between the parties, the proposed language should be sent to Real Estate Programs for review and pre-approval.

All fields that require user input are marked with **[bold, bracketed text]**. Remove the brackets when filling in the information. Terms and conditions unique to the particular lease should be succinctly stated under Additional Provisions in **bold type**. If a State Broker is utilized in negotiations, the Broker should prepare this Lease Amentment.

If this document contains a rent table, rent Term Dates should be broken out by fiscal year, so that the total fiscal–year appropriation can be easily seen.

Users should consult [The Real Estate Program Policies and Procedures Manual](https://osa.colorado.gov/real-estate/policies-and-procedures) for program guidance. General principles of law, and specific related laws, also apply (i.e., contract law, real estate law, agency and partnership law).

Delete this page and remove watermark prior to contract finalization.

**State of Colorado**

**Department of Personnel and Administration**

**Office of the State Architect**

**Real Estate Programs**



## **Cover Page**

# Lease Amendment - Improved Real Property

Landlord: **[Insert Landlord’s Name]**

Tenant: **[Insert Tenant’s Name]**

Location: **[Insert Location]**

**Signature Page**

## IN WITNESS WHEREOF, the parties hereto have executed this **Agreement**.

**Lessor/Landlord:**

**[Insert Legal Name of Landlord]**

By:

Authorized Signatory

Name:

Title:

Date:

**Office of the State Architect (OSA)**

Real Estate Manager (or authorized Delegate)

By:

Date:

**State Office of Risk Management** (if needed, as determined by OSA or OSC)

State Risk Manager (or authorized Delegate)

By:

Date:

**Legal Review** (if needed, as determined by OSA or OSC)

Philip J. Weiser, Attorney General

Attorney General (or authorized Delegate)

By:

Date:

**Lessee/Tenant:**

**STATE OF COLORADO**

Jared S. Polis, Governor

The Department of **[Insert Department Name]**

By:

Name:

Title:

Date:

**All contracts must be approved by the State Controller:**

C.R.S. § 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.

**Office of the State Controller**

Robert Jaros, State Controller

State Controller (or authorized Delegate)

By:

Effective Date:

**[First, etc.] Amendment To Lease**

**Improved Real Property**

THIS **[Insert Amendment Number]** **Amendment To Lease** (“Amendment”), for the purpose of amending that certain lease dated **[Insert Original Lease Date]**, (the "Lease"), by and between **[Insert Landlord Name]**, whose address or principal place of business is **[Insert Landlord Address]**, hereinafter referred to as "Landlord", and THE STATE OF COLORADO (the “State”), acting by and through the Department of **[Insert Tenant Name]** whose address is **[Insert Tenant Address]**, hereinafter referred to as "Tenant". Both Landlord and Tenant may be referred to individually as a “Party”, and shall collectively hereinafter be referred to as “Parties” to this Amendment.

Relating to the leased portion(s) of the building(s) located at **[Insert Leased Address]**, hereinafter referred to as "Building", in **[Insert Leased Property County]** County, Colorado, comprised of approximately **[Insert Rented Square Feet In Text And Number Format]** rentable square feet;

WHEREAS, Authority to enter into this Lease exists under Colorado Revised Statute (C.R.S.) § 24-1-136.5(7) and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

WHEREAS, **[Insert Generalized Amended Terms, Definitions, or Background, as necessary]**

NOW, THEREFORE, Landlord and Tenant in consideration of the mutual promises contained herein, hereto agree to amend the Lease as follows:

## **Term, Rent.**

1. TO HAVE AND TO HOLD the same, together with all appurtenances, unto Tenant, for the term beginning the later of **[Insert LEASE BEGIN DATE]**, and ending **[Insert LEASE END DATE]**, at and for a monthly rental (the “Monthly Rent”) for the term as shown below:
2. RENT. [Insert RENTED SQUARE FEET IN NUMBER FORMAT] sq. ft.

| **Term Dates (by Fiscal Year)** | **Negotiated**  **Annual**  **Rent**  **RSF** | **Real Estate Property**  **Taxes RSF** | **Adjusted Annual**  **Rent RSF** | **Monthly Rent** | **Annual Fiscal Term Rent** |
| --- | --- | --- | --- | --- | --- |
|  | **$** | **($)** | **$** | **$** | **$** |
|  | **$** | **($)** | **$** | **$** | **$** |
|  | **$** | **($)** | **$** | **$** | **$** |

1. § 39-3-124 C.R.S. exempts real property leased by the State of Colorado from the levy and collection of property taxes. Therefore, the Adjusted Annual Rent/RSF as shown above does not include the **[Insert County]** County Property Taxes known at the time of drafting to be **$[Insert Real Estate Property TAX]/**RSF, or any tax based upon real property as defined and required by Article 2; when the current year Taxes are known, the Monthly Rent payment shall be adjusted accordingly. The Property Tax is estimated as known at the time of drafting this document. The Parties agree to regular reconciliation of property tax exemptions.

## **[Insert Any Additional Amended Terms In Detail]**

## Order of Precedence. The provisions of the Lease shall govern the relationship of the State and Landlord. In the event of conflicts or inconsistencies between the Lease and the [Insert Amendment Number] Amendment such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

i. The provisions of the **[Insert Amendment Number]** Amendment to Lease,

ii. The provisions of the main body of the Lease.

## Except as modified by the provisions of this **[Insert Amendment Number]** Amendment to Lease, all other terms and conditions in the Lease are hereby ratified and confirmed and remain in full force and effect.

## The effective date of this **[Insert Amendment Number]** Amendment to Lease shall not be prior to the date signed by the State Controller or his designee. In accordance with the requirements of C.R.S § 24-30-202 (1), as amended, this Amendment shall not be deemed valid until it has been approved by the State Controller, or such assistant as he may designate.

**End of Main Body of Contract.**

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