**Document Instructions for Users**

**Sublease Agreement - 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 Sublease Template is suitable for most commercial subleasing requirements.

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 Agreement.

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**

# Sublease Agreement - Improved Real Property

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

Subtenant: **[Insert Tenant’s Name]**

Location: **[Insert Location]**

## **Signature Page**

IN WITNESS WHEREOF, the Parties hereto have executed this **Lease.**

**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 (OSC)**

Robert Jaros, State Controller

State Controller (or authorized Delegate)

By:

Effective Date:

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**Sublease Agreement**

**Improved Real Property**

THIS SUBLEASE AGREEMENT (“Sublease”) entered into by and between **[Insert Sublandlord Name]** whose address or principal place of business is **[Insert Sublandlord Address]**, hereinafter referred to as "Sublandlord, and THE STATE OF COLORADO (the “State”), acting by and through the Department of **[Insert Subtenant Name]** whose address is **[Insert Subtenant Address]**, hereinafter referred to as "Subtenant". Both Sublandlord and may be referred to individually as a “Party” and shall collectively hereinafter be referred to as “Parties” to this Sublease.

WITNESSETH:

WHEREAS, the Sublandlord is the Tenant under that certain Lease Agreement dated **[Insert Master Lease Date]** (hereby referred to as the “Master Lease”) between 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 **[Insert Landlord Name]** (the “Landlord”) and the Tenant for the Premises, defined herein, and a copy of the Master Lease is attached as “Exhibit B” and incorporated herein and made a part hereof; and

WHEREAS, subject to the approval of the Landlord, Sublandlord is willing to sublease the Premises to Subtenant pursuant to the terms of this Sublease; and

WHEREAS, as to Subtenant, 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.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

## Premises, Term, Rent.

1. Sublandlord hereby subleases and demises unto Subtenant the Premises for the Term, as defined below, hereinafter referred to as "Premises" within the building located at **[Insert Building Address]**, hereinafter referred to as "Building" (including land, improvements and other rights appurtenant thereto). The Premises, known and described as Suite **[Insert Leased Description],** and includes approximately **[Insert Rented Square Footage as Text and a Number]** Rentable Square Feet; the Premises as attached hereto and incorporated by reference herein as "Exhibit A".
2. TO HAVE AND TO HOLD the same, together with all appurtenances, unto Subtenant, for the Term beginning the later of **[Insert Lease Beginning Date]** or the date the Colorado State Controller approves the Sublease (“Commencement Date”), and ending **[Insert Lease Ending Date]**, at and for a monthly rental (the “Monthly Rent”) for the full term as defined below:

**[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** | **Fiscal Year 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.
2. For the Term [Insert Term Beginning Date] through [Insert Term Ending Date] the Total Term Rent has been reduced by a rent credit equal to $[Insert Rent Credit Amount] per “Exhibit E.”
3. At the Commencement Date, Tenant will have on account for its benefit a rent credit in the amount of $[Insert AMOUNT] pursuant to Exhibit C attached hereto and incorporated by reference herein. Such amount shall be applied against Rent, Tenant Improvements, and/or Furniture Fixtures & Equipment at the sole discretion of and request by Tenant.
4. Sublandlord has received consent from the Landlord to sublease the Premises (“Exhibit A”). This authority was given in Landlord’s Consent and Acknowledgment in accordance with “Exhibit D.”
5. The Premises is to be used and occupied as **[Insert Use Type (i.e. Office, Industrial, Garage, etc.)]** space. Payment of the Monthly Rent shall be made on the first of each month during the Term hereof, to the Sublandlord at:

**[Insert Payment Address],**

1. or at such place as Sublandlord from time to time designates by notice as provided herein, subject to the limitations and conditions set forth in Article 14, Fiscal Funding and Article 15, Federal Funding, herein.
2. If the Term herein commences on a day other than the first day of a calendar month, then Subtenant shall pay to Sublandlord 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 the Sublease.

## Subtenant's Tax Exempt Status.

* 1. The Parties acknowledge C.R.S. § 39-3-124(1)(b), effective January 1, 2009, exempts the Premises from levy and collection of property tax including Assessed Tax, Special Assessment Tax, Maintenance District, Local Improvement Assessment, Fees and Interest (collectively “Taxes”) while leased by the Subtenant for State purposes and that Landlord shall not receive a levy for property taxes from the County Assessor on the Premises occupied by the Subtenant during the term of the Sublease and any extensions thereof.. The Subtenant shall timely file a copy of the Sublease, and any extensions or amendments thereof, with the County Assessor. If the Sublease shall terminate prior to the end date provided for in Article 1 (B) of the Sublease, or any extension or amendments thereof (early termination), Subtenant shall timely file notice of the early termination date with the County Assessor.
  2. The Subtenant's Monthly Rent obligation, per Article 1 (B), shall be decreased by the amount of the reduction in Taxes on a monthly prorated basis. So long as Landlord receives an abatement of Taxes from the County Assessor, by reason of Subtenant’s operation as an agency or department of the State of Colorado:
     + 1. Subtenant shall receive a credit against its Monthly Rent beginning with the Commencement Date based upon the Current Year Taxes. If the Current Year Taxes are not yet available the Prior Year Taxes shall be used as an estimate until the Current Year Taxes are available. This credit shall be reconciled upon the availability of the Current Year Taxes; and
       2. Beginning at the availability of the Current Year Taxes Tenant shall receive an on-going credit against its Monthly Rent based upon the Current Year Taxes.

## Services.

* 1. Sublandlord Provided Services: Sublandlord shall provide to Subtenant during the occupancy of said Premises, as a part of the rental consideration, the same services as provided to Sublandlord by the Landlord through the Master Lease (all associated cost for Services is included in the Rent for this Sublease and shall not be charged to Subtenant) and comparable to those provided by other office buildings of similar quality, size, age and location, as specified in the Master Lease.
  2. Subtenant Obligations: None.

## Interruption Of Services.

Notwithstanding anything in this Sublease to the contrary, if there is an interruption in essential services to the Premises (including, but not limited to HVAC, electrical service, elevator service) and such interruption continues for a period of five (5) consecutive days, , Subtenant shall promptly inform the Sublandlord of such an interruption and be entitle to an abatement of rent for the period that such services are not provided to the extent that such interruption interferes with the use of the Premises by the Subtenant. If such interruption continues for a period of ninety (90) days, Subtenant shall have the option to cancel and terminated this Sublease without penalty.

## Work Requirements.

No work will be done to the Premises without prior written consent from the Landlord.

## Sublandlord's Representations.

* 1. Sublandlord represents that to the best of Sublandlord’s knowledge, either:
     + 1. No "asbestos response action", pursuant to that portion of the Colorado Air Quality Control Commission, Regulation 8 entitled Emission Standards for Asbestos, hereafter referred to as "Regulation 8", is contemplated as a part of the tenant finish for this Sublease; or
       2. In the event that an "asbestos response action" is contemplated as a part of the tenant improvements for this Sublease, Sublandlord agrees to fully cooperate with Subtenant in the Subtenant's exercise of its duties and responsibilities in accordance with Section V of Part B of Regulation 8.
  2. Sublandlord, to the best of Sublandlord's sole opinion, represents that with respect to this Sublease and the Premises, the Building meets the requirements of the Americans with Disabilities Act.
  3. Sublandlord must meet all local codes and regulations with regards to fire and life safety during the term of the State of Colorado’s occupancy of the Premises as mandated by local authorities.

## Sublandlord’s Leasehold Estate.

Subtenant acknowledges that this document constitutes a Sublease and that Sublandlord does not own fee title to the Premises. Sublandlord warrants and represents itself to be the holder of a leasehold estate, pursuant to the Master Lease, or the authorized representative or agent of the owner of, in the leased Premises in the form and manner as stated herein, and during the term of this Sublease covenants and agrees to warrant and defend Subtenant in the quiet, peaceable enjoyment and possession of the Premises. . Notwithstanding any other provision hereof, upon any termination of the Master Lease in accordance with the terms and provisions thereof, this Sublease will terminate and Subtenant will surrender possession of the Premises to the Landlord in accordance with the Master Lease.

## Sublease Assignment.

Subtenant shall not assign this Sublease and will not permit the use of said Premises to anyone other than Subtenant and shall not sublet the demised Premises, , and will not permit the use of said Premises to anyone, other than Subtenant, its agents or employees, without the prior written consent of Sublandlord and Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.

## Security Deposit.

Subtenant shall not provide a security deposit to Sublandlord.

## Additional Rent.

None.

## Consent.

Unless otherwise specifically provided, whenever consent or approval of Sublandlord or Subtenant is required under the terms of this Sublease, 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 thirty (30) days of the date the request was made. If either Party withholds any consent or approval, such Party shall, after written request, deliver to the other Party a written statement giving the reasons therefore.

## Eminent Domain, Damage and Destruction, Termination of Sublease.

* 1. If the Premises are taken via eminent domain, in whole or in part, then either Party may cancel and terminate this Sublease and the current rent shall be properly apportioned to the date of such taking. In such event the entire damages which may be awarded shall be apportioned between Sublandlord and Subtenant, as their interests appear.
  2. If the Premises are rendered untenantable or unfit for Subtenant's purposes by fire or other casualty, this Sublease will immediately terminate and no rent shall accrue to Sublandlord from the date of such fire or casualty. If the Premises are damaged by fire or other casualty so that there is partial destruction of such Premises or such damage as to render the Premises partially untenantable or partially unfit for Subtenant's purposes, either Party may terminate this Sublease 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. Monthly Rent shall be apportioned to the effective date of termination.

## Holding Over.

Subtenant shall become a month-to-month tenant if Subtenant fails to vacate the Premises upon expiration or sooner termination of this Sublease, provided there still exists a leasehold interest through the Master Lease between Sublandlord and Landlord. The rent to be paid by Subtenant to Sublandlord during such continued occupancy shall be the same being paid by Subtenant as of the date of expiration or sooner termination. Sublandlord and Subtenant each hereby agree to give the other Party at least thirty (30) days written notice prior to termination of any holdover tenancy.

## Fiscal Funding.

* 1. As prescribed by State of Colorado Fiscal Rules and §23(B) below, this Sublease is dependent upon the continuing availability of funds beyond the term of the State's current fiscal period ending upon the next succeeding June 30, as financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. While the act of appropriation is a legislative act, Subtenant will take appropriate actions under the laws applicable to the Subtenant to timely and properly budget for, request of and seek and pursue appropriation of funds from the General Assembly of the State of Colorado permitting Subtenant to make payments required hereunder during the period to which such appropriation applies. If funds are not appropriated, this Sublease shall terminate at the end of the then current fiscal year, with no penalty or additional cost to Subtenant. Subtenant shall notify Sublandlord of such non-allocation of funds by sending written notice thereof to Sublandlord forty-five (45) days prior to the effective date of termination.
  2. Subtenant’s obligation to pay Monthly Rent hereunder constitutes a current expense of the Subtenant payable exclusively from Subtenant's funds and shall not in any way be construed to be a general obligation indebtedness of the State of Colorado or any agency or department thereof within the meaning of any provision of §§ 1,2,3,4, or 5 of Article XI of the Colorado Constitution, or any other constitutional or statutory limitation or requirement applicable to the State concerning the creation of indebtedness. Neither the Subtenant, nor the Sublandlord on its behalf, has pledged the full faith and credit of the State, or any agency or department thereof to the payment of the charges hereunder, and this Sublease shall not directly or contingently obligate the State or any agency or department thereof to apply money from, or levy or pledge any form of taxation to, the payments due hereunder.

## Federal Funding.

If any or all funds for payment of this Sublease are provided by the Federal Government, this Sublease is subject to and contingent upon the continuing availability of Federal funds, and if such funds are not made available, Subtenant may unilaterally terminate this Sublease at the end of any month after providing ninety (90) days written advance termination notice to Sublandlord.

## Notice.

Any notice required or permitted by this Sublease 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:

**[Insert Sublandlord Mailing Address]**

**[Insert Subtenant Mailing Address]**

With a copy to:

Office of the State Architect

Real Estate Programs

1525 Sherman Street, Suite 500

Denver, CO 80203

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

## Indemnification.

Landlord shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred by any of the Indemnified parties as a result of any act or omission by Landlord, or its employees, agents, subcontractors, or assignees in connection with this Lease. The provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.

## Insurance.

* 1. Sublandlord’s Insurance. Sublandlord and Sublandlord’s contractors shall carry and maintain the following insurance coverage with respect to the Premises during the term of this Sublease:
     + 1. Commercial General Liability Insurance covering operations by, or on behalf of, the Sublandlord on an occurrence basis against claims for bodily injury, property damage and personal injury liability with minimum limits of (a) $1,000,000 each occurrence; (b) $2,000,000 general aggregate; (c) $2,000,000 products and completed operations aggregate.
       2. Property Insurance covering the Building, including the Premises, its equipment, and Sublandlord’s interest in improvements and betterments on an "All Risk" basis, including where appropriate the perils of Flood and Earthquake. Coverage shall be written with a Replacement Cost valuation and include an agreed value provision. The deductible amount shall not exceed $25,000 unless approved by Subtenant. The policy shall also include a rental income extension.
       3. Workers' Compensation Coverage for employees of the Sublandlord as required by law and employer's liability insurance.
  2. All policies shall be written with carriers approved to do business in the State of Colorado with an A.M. Best Rating of at least A- VII and shall contain a Waiver of Subrogation on behalf of the Subtenant. The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Sublandlord and the Sublandlord shall forward such notice to the Subtenant within seven days of Sublandlord’s receipt of such notice. Sublandlord shall provide Subtenant certificates of Insurance confirming renewal of the coverage at least fifteen (15) days prior to expiration.
  3. Subtenant Insurance. Subtenant shall provide insurance on its inventory, equipment, and all other personal property located on the Premises against loss resulting from fire or other casualty. The Subtenant, at Subtenant’s sole cost, shall have the right to provide such insurance under a self-insurance program, or, at any time during the term of this Sublease, to provide such insurance through an insurance company. With respect to general liability, the Sublandlord recognizes that the Subtenant is self insured in accordance with the provisions of the Colorado Governmental Immunity Act and the Colorado Risk Management Act, C.R.S. § 24-30-1501 *et seq*.

## Conveyance, Assumption, Attornment and Non-Disturbance.

* 1. If Sublandlord assigns this Sublease, if the Landlord assigns the Master Lease, or if the Premises are sold, transferred or conveyed, (all collectively called “Assignment of the Sublease”), within ten (10) days of the Assignment of the Sublease or Master Lease, the Sublandlord shall provide Subtenant notice thereof pursuant to Article 13 of this Sublease in a form substantially in conformity with that described in Exhibit C. Said notice shall include the name and address of the New Sublandlord or New Landlord, the New Sublandlord’s or New Landlord’s Social Security or Federal Employer’s Identification Number, and documentation evidencing the Assignment of the Sublease of Master Lease, whether it be an assignment and assumption of Sublease agreement or an assignment and assumption of the Master Lease agreement, deed or other evidence of the Assignment of the Sublease.
  2. If Sublandlord fails to provide the Subtenant the notice of Assignment provided for in the preceding paragraph (A) and Subtenant receives written notice from a third-party claiming to be the New Sublandlord or New Landlord under a transaction constituting an Assignment of Sublease, and the New Sublandlord or New Landlord provides Subtenant the evidence of transfer specified in paragraph (A), Subtenant shall provide the Sublandlord written notice of the New Sublandlord’s or New Landlord’s claim at the address provided for in Article 13. If the Sublandlord does not contest the New Sublandlord’s claim in writing to Subtenant within ten (10) days from the date of Subtenant’s written Notice to the Sublandlord, the Subtenant may recognize the New Sublandlord as the Sublandlord under the Sublease, or the New Landlord as Landlord under the Master Lease, and the New Sublandlord’s right to the rent payment and shall thereafter pay the monthly rent and other obligations under the Sublease to the New Sublandlord and the Sublandlord shall have waived any further rights under the Sublease and shall be barred from further right to receive rent.
  3. The New Sublandlord’s title, right and interest in the Premises, whether by deed, foreclosure, deed in lieu of foreclosure or assignment of the Sublease, or the New Sublandlord’s interests in the Premises by Assignment of the Sublease, shall be subject to the Sublease and provisions, including, not limited to, the non-disturbance of Subtenant’s possession of the Premises in accordance with the terms of the Sublease for so long as Subtenant shall not be in default and the Subtenant shall recognize the New Sublandlord as the Sublandlord under the Sublease. Subtenant’s attornment to the New Sublandlord shall not waive any rights of the Subtenant against the prior Sublandlord. All payments previously made by the Subtenant to the prior Sublandlord and all other previous actions taken by the Subtenant under the Sublease shall be considered to have discharged those obligations of Subtenant under the Sublease. The New Sublandlord’s acceptance of the rent payment provided for in the Sublease shall constitute the New Sublandlord’s assumption of the Sublease and the Sublandlord’s obligations there under.

## Collocation.

If the State builds, leases, or otherwise acquires a building for the purpose of collocating State agencies in one area, or designates an existing State-owned building for such collocation of Subtenant, this Sublease may be terminated by the Subtenant upon giving written notice to the Sublandlord not less than sixty (60) days prior to the termination date. Subtenant shall not be liable to further perform any of its obligations under this Sublease, including, but not limited to rental payments, following the date of such termination.

## No Violation Of Law.

The signatories hereto aver that they are familiar with C.R.S. § 18-8-301 *et seq*., (Bribery and Corrupt Influences) and C.R.S. § 18-8-401 *et seq*., (Abuse of Public Office), and that no violation of such statutes has occurred under this Lease.

## Colorado Special Provisions.

1. Statutory Approval. § 24-30-202(1) C.R.S. This Sublease shall not be valid until it has been approved by the Colorado State Controller or designee. If this Sublease is for a Major Information Technology Project, as defined in § 24-37.5-102(2.6), C.R.S., then this Sublease shall not be valid until it has been approved by the State’s Chief Information Officer or designee.
2. Fund Availability. § 24-30-202(5.5) C.R.S. Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. Tenant liability exposure. Notwithstanding any other provision of this Sublease to the contrary, no term or condition of this Sublease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq*. 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 C.R.S. §§ 24-10-101, and 24-30-1501 *et seq*. All provisions of this Sublease are controlled, limited and otherwise modified to limit any liability of Tenant in accordance with the foregoing cited statutes.
4. Compliance With Law. Landlord shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
5. Choice Of Law, Jurisdiction, And Venue. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Sublease. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Sublease shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.
6. Landlord/Vendor Offset and Erroneous Payments. §§ 24-30-202(1) and 24-30-202.4, C.R.S. Subject to § 24-30-202.4 (3.5), C.R.S, and § 24-30-202 (1), C.R.S. the State Controller may withhold payment under the State’s vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in § 39-21-101, *et seq*., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State’s discretion, payments made to Landlord in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Landlord by deduction from subsequent payments under this Sublease, deduction from any payment due under any other contracts, grants or agreements between the State and Landlord, or by any other appropriate method for collecting debts owed to the State.
7. Independent Contractor. Subject to 4 CCR § 801-2, The Landlord shall perform its duties hereunder as an independent contractor and not as an employee. Neither Landlord nor any agent or employee of Landlord shall be or shall be deemed to be an agent or employee of the State. Landlord shall pay when due all required employment taxes and income tax and local head tax on any monies paid by the State pursuant to this Sublease. Landlord acknowledges that Landlord and its employees are not entitled to unemployment insurance benefits unless Landlord or third party provides such coverage and that the State does not pay for or otherwise provide such coverage. Landlord shall not have authorization, express or implied, to bind the State to any agreements, liability, or understanding except as expressly set forth herein.
8. Prohibited Terms. Any term included in this Sublease that requires the State to indemnify or hold Landlord harmless; requires the State to agree to binding arbitration; limits Landlord’s liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Sublease shall be construed as a waiver of any provision of § 24-106-109, C.R.S.
9. Employee Financial Interest. Subject to C.R.S. § 24-18-201, and § 24-50-507, the signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the service or property described herein.

## Broker Representation.

Sublandlord and Subtenant acknowledge that **[Insert Sublandlord Broker]** is acting as a Sublandlord Agent on behalf of Sublandlord in this transaction and **[Insert Subtenant Broker]** is acting as a Subtenant Agent on behalf of Subtenant in this transaction. Further, Sublandlord and Subtenant acknowledge that in consideration of **[Insert Subtenant Agent]** acting, as a Subtenant Agent on behalf of the State of Colorado in this transaction, will receive a leasing commission by separate agreement with **[Insert Sublandlord Agent]**.

## General Provisions

* 1. Binding Effect. All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties’ respective heirs, legal representatives, successors, and assigns.
  2. Captions. The captions and headings in this Sublease are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.
  3. Construction Against Drafter. In the event of an ambiguity in this Sublease the rule of Lease construction that ambiguities shall be construed against the drafter shall not apply and the Parties hereto shall be treated as equals and no Party shall be treated with favor or disfavor.
  4. Counterparts. This Sublease may be executed in multiple identical original counterparts, all of which shall constitute one agreement.
  5. CORA Disclosure. To the extent not prohibited by federal law, this Lease is subject to public release through the Colorado Open Records Act, § 24-72-101 et seq, C.R.S.
  6. Digital Signatures. If any signatory signs this Lease using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Lease by reference.
  7. Entire Understanding. This Sublease 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.
  8. Modification.
     + 1. By the Parties. Except as specifically provided in this Sublease, modifications hereof shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF LEASES - TOOLS AND FORMS.
       2. By Operation of Law. This Sublease is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Sublease on the effective date of such change, as if fully set forth herein.
  9. Quiet Enjoyment. The State shall be entitled to quiet enjoyment of the Premises as long as it is not in default under the provisions hereof.
  10. Severability. Provided this Lease can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Lease in accordance with its intent.
  11. Survival of Certain Lease Terms. Notwithstanding anything herein to the contrary, provisions of this Lease requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Landlord fails to perform or comply as required.
  12. Taxes Other than Real Property. The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under C.R.S. §§ 39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Landlord shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Landlord for such taxes.
  13. Third Party Beneficiaries. Enforcement of this Lease and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Lease are incidental to the Lease, and do not create any rights for such third parties.
  14. Waiver. Waiver of any breach under a term, provision, or requirement of this Lease or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.
  15. Effective Date. The effective date of this 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 Lease shall not be deemed valid until it has been approved by the State Controller, or such assistant as he may designate.
  16. Order of Precedence. The provisions of this Sublease shall govern the relationship of the State and Sublandlord. In the event of conflicts or inconsistencies between this Sublease and its exhibits and attachments, including, but not limited to, those provided by Sublandlord, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions,
2. The remaining provisions of the main body of this Sublease,
3. Exhibit A, Premises
4. Exhibit B, Master Lease
5. Exhibit D, Landlord’s Consent
6. Exhibit E, Commission Sharing
7. Exhibit C, Notice of Assignment

## Additional Provisions.

* 1. Sublandlord’s And Subtenant’s Acknowledgment: Subject to the approval of this Sublease by the Landlord under the Master Lease, Sublandlord acknowledges that the terms and conditions of this Sublease shall in no way modify, change or have any effect on Sublandlord’s obligations to the Landlord under the Master Lease.
  2. Landlord’s Consent To Sublease And Agreement: This Sublease shall not become effective unless and until the Landlord under the Master Lease consents to the terms of this Sublease and agrees that Subtenant shall not be bound by any certain provisions of the Master Lease as set forth herein; however, this consent and agreement shall not release the Sublandlord from any of its obligations under the Master Lease and shall in no way constitute or be construed to be consent to any other Sublease by the parties to this Sublease. If any provision of this Sublease conflicts with the Master Lease, the provision of this Sublease shall control.

## **End of Main Body of Lease**

## **Exhibit** **A Premises**

## **Exhibit B**

**[Master Lease]**

## **Exhibit C Notice of Assignment of Sublease / Assumption of Lease by New Sublandlord**

**[Insert Date]**

**[Insert Subtenant Name]**

**[Insert Subtenant’s Address for Notice (See Sublease Agreement)]**

Re: Sublease Agreement for: [**Insert Leased Property Address]**, dated **[Insert Original Lease Date]**

Dear Subtenant:

Pursuant to Article 13 of the above referenced Sublease Agreement (the “**Sublease**”), Subtenant is hereby notified that on **[Lease Assignment Date]**, the Sublease was assigned to:

**[Insert New Sublandlord Information]**

SS# or FEIN**: [New Sublandlord’s Federal Employment Identification Number],** the “New Sublandlord.” The New Sublandlord’s W-9 is attached.

Evidence of the transaction constituting the Assignment of Sublease is by: Assignment and Assumption of Lease; Deed **[Type of Deed]**; Other **[Specify Other]**; dated **[Date]**, which document is attached and made part hereof.

Subtenant’s rental obligations after **[Insert Date]** should be paid to the New Sublandlord at:

**[Insert New Sublandlord Mailing Address]**

The signatory below affirms the information provided in this Notice is true and acknowledges the New Sublandlord has assumed the obligations of the Sublandlord under the Sublease.

By:

SUBLANDLORD

By:

NEW SUBLANDLORD

C: Enclosures

## **Exhibit D Landlord’s Consent and Acknowledgement**

## **Exhibit E Commission Sharing Between Tenant and Real Estate Support Services Vendor**

Pursuant to the contract for Real Estate Support Services between Jones Lang LaSalle and the State dated 06/28/2024, Sublandlord and Subtenant acknowledge that in consideration of Jones Lang LaSalle acting as a Tenant Agent on behalf of the State of Colorado in this transaction, will receive a leasing commission of $**[Insert $ Amount]** of which **[percent]**% ($**[amount]**) will be credited to Subtenant as shown in Article 1(B) of the Sublease and **[percent]**% of the leasing commission ($**[amount]**) shall be remitted to Jones Lang LaSalle upon the full execution of this Sublease.