**Document Instructions for Users**

**State Owned Real Property Lease Template**

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 template is designed for use by state agencies for real property owned by the State of Colorado when leasing space in facilities to non-state entities.

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.

As a revenue-generating contract with no disbursement of state funds involved, the State Controller’s Office is not required to approve the lease. Signature on behalf of the Attorney General’s Office will be by the agency’s designated legal counsel if required.

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 Agreement – State-Owned Real Estate

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

Tenant: **[Insert Tenant’s Name]**

Location: **[Insert Location]**

## Signature Page

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

**Lessor/Landlord:**

**STATE OF COLORADO**

Jared S. Polis, Governor

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

By:

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:**

**[Insert Legal Name of Landlord]**

By:

Authorized Signatory

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:

Table of Contents

[Cover Page 1](#_Toc206766206)

[Signature Page 2](#_Toc206766208)

[1. Premises 1](#_Toc206766209)

[2. Term 1](#_Toc206766210)

[3. Rent 1](#_Toc206766211)

[4. Payment Of Rent 2](#_Toc206766212)

[5. Security Deposit 2](#_Toc206766213)

[6. Use of Premises 3](#_Toc206766214)

[7. Services And Governmental Charges 3](#_Toc206766215)

[8. Parking 0](#_Toc206766216)

[9. Work Requirements 1](#_Toc206766217)

[10. Maintenance And Repairs 1](#_Toc206766218)

[11. Landlord’s Ownership 1](#_Toc206766219)

[12. Termination – Holding Over After Termination 2](#_Toc206766220)

[13. Alterations To Premises 2](#_Toc206766221)

[14. Assignment And Subletting 3](#_Toc206766222)

[15. Insurance 4](#_Toc206766223)

[16. Tenant’s Personal Property 4](#_Toc206766224)

[17. Eminent Domain 5](#_Toc206766225)

[18. Casualty 5](#_Toc206766226)

[19. Environmental Matters 6](#_Toc206766227)

[20. Default Provisions 7](#_Toc206766228)

[21. Remedies 8](#_Toc206766229)

[22. Notice 9](#_Toc206766230)

[23. Applicable Law 10](#_Toc206766231)

[24. Time For Performance 10](#_Toc206766232)

[25. General Provisions 10](#_Toc206766233)

[26. Landlord Liability Exposure 11](#_Toc206766234)

[27. Tenant’s Indemnification 11](#_Toc206766235)

[28. Additional Provisions 11](#_Toc206766236)

[Exhibit A Premises 12](#_Toc206766237)

[Exhibit B Tenant Improvement List 13](#_Toc206766238)

**Lease Agreement**

**State-Owned Real Estate**

THIS LEASE AGREEMENT (“Lease” or “Agreement”), made and entered into this **[Insert Final Draft Date]**, by and between THE STATE OF COLORADO (the “State”), acting by and through the Department of **[Insert Landlord Name]** whose address is **[Insert Landlord Address]**, hereinafter referred to as "Landlord", and **[Insert Tenant Name]** whose address or principal place of business 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 Lease.

WITNESSETH:

WHEREAS, the Landlord owns certain property herein identified, which Tenant desires to lease according to the terms of the Lease;

WHEREAS, Authority exists under Colorado Revised Statute (C.R.S.) § 24-1-136.5(7) and 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 is hereby acknowledged, the parties agree as follows:

## Premises

Landlord hereby leases and demises unto Tenant the Premises, hereinafter referred to as "Premises" within the building located at **[Insert Leased Address],** hereinafter referred to as "Building" (including land, improvements and other rights appurtenant thereto). The Premises, known and described as **[Insert Leased Description]**, includes approximately **[Insert Rented Square Feet in Text and Number Format]** rentable square feet; the Premises as attached hereto and incorporated by reference herein as "Exhibit A".

## Term

The term of this Lease shall commence on the **[Insert Lease Begin Date]** and end on **[Insert Lease End Date]**, unless terminated sooner, as provided herein.

## Rent

Tenant hereby agrees to pay to Landlord monthly rent (“Rent”) each and every month, payable in U.S. Dollars, without further notice and without any setoff or deduction whatsoever, for the full term shown below:

**[Insert RENTED SQUARE FEET IN NUMBER FORMAT]** sq. ft.

| **Term Dates (by Fiscal Year)** | **Annual Rent /RSF** | **Monthly Rent** | **Term Rent** |
| --- | --- | --- | --- |
|  | **$** | **$** | **$** |
|  | **$** | **$** | **$** |
|  | **$** | **$** | **$** |

## Payment Of Rent

1. All payments are to be made in advance on the first day of each calendar month during the term of this Lease to Landlord at the offices of:

**[Insert Payment Mailing Address]**

(or at such other place as Landlord may designate in writing from time to time).

1. If the term herein commences on a day other than the first day of a calendar month, then Tenant shall pay to Landlord the rental for the number of days that exist prior to the first day of the succeeding month, with a similar adjustment being made at the termination of this Lease.
2. If the Rent remains unpaid for a period of ten (10) days, a penalty in the amount of $**[Insert $ Amount]** or **[Insert % Amount]** of the monthly Rent shall be assessed against Tenant.

## Security Deposit

**[This lease DOES NOT require a security deposit.]**

**[This lease requires payment of a security deposit as follows:]**

Tenant shall, as of the date of this Lease, deposit the sum of $**[Insert Dollar Amount]**, the receipt of which is hereby acknowledged, as security for the faithful performance of all terms, conditions, and covenants of this Lease (“Security Deposit”). If Tenant defaults in the performance of any of the provisions of this Lease, Landlord shall have the right, but not the obligation, to use all or a portion of the Security Deposit to remedy any such default. Tenant shall immediately upon request pay to Landlord any and all such expenditures so that Landlord will at all times have the full amount of the Security Deposit as security. Upon the termination of this Lease, Tenant, if not then in default, shall be entitled to the return of the Security Deposit (without interest thereon) or so much thereof as has not been lawfully expended by Landlord.

## Use of Premises

1. Tenant agrees that the Premises shall be used and occupied only as **[Insert Use Type (i.e. Office, Industrial, Garage, etc.)]** in a careful, safe, and proper manner, and that it will pay on demand for any damage to the Premises caused by the misuse of same by it, its guests, invitees, agents, or employees.
2. Tenant shall not use or permit the Premises to be used for any purposes prohibited by the laws, ordinances or regulations of the United States, the State of Colorado or other governmental entity with jurisdiction.
3. Tenant shall not use or keep any substance or material in or about the Premises, which may reduce or void the insurance coverage on said building or increase risks associated with the use or occupancy of the Premises, or which may prove offensive or annoying to persons occupying adjacent premises.
4. Tenant shall not permit any nuisance in the Premises.

## Services And Governmental Charges

1. The Rent paid by Tenant includes the following services and governmental charges: (**Bold** included options, ~~strikethrough~~ non-included options)

Water

Sewer

Storm drainage

Electricity

Natural gas or other fuel

Heat

Air conditioning

Telephone

Telecomm and IT services

Trash collection and removal

Snow removal

Landscaping services

Janitorial services **[Insert Number]** days/week

Real estate taxes

Parking (per section 8)

Security

Window washing inside/outside **[Insert Number]** times/year

Elevator service

Govt. charges or assessments

**[Insert Any Other]**

1. Services Paid By Tenant: If Tenant is responsible for payment of water, heat, gas, electricity, sewer, and any other governmental charges or assessments (collectively, the “Utilities”) which are assessed, imposed, or become a lien upon the Premises or the contents, or become payable during the term of this Lease, Tenant agrees to contract in its own name for the service and promptly pay all charges and assessments. If Tenant is responsible for payment of assessment for storm drainage, Tenant shall pay a fractional portion of assessments in an amount proportional to the percentage of the Premises to the property assessed.
2. Tenant agrees that Landlord shall not be liable for any loss or damage caused by interruption or failure of utility services serving the Premises.

## Parking

**[Checkbox 1]** As part of the monthly Rent, the Tenant shall be provided **[Insert Number of Spaces]** designated parking spaces and **[Insert Number of Spaces]** general parking spaces for use by Tenant’s guests, invitees, agents and employees. Landlord shall provide Tenant a written description and location of the spaces prior to execution of the Lease.

**[Checkbox 2]** Tenant and Tenant’s guests, invitees, agents and employees shall have the privilege to use parking as designated by the Landlord upon payment of normal parking fees to be paid by Landlord or Landlord’s employees and acceptance of Landlord’s published parking rules and regulations. Tenant agrees that such use shall be at the sole risk of Tenant, Tenant’s guests, invitees, agents and employees and Landlord shall not be liable for any injury or damage occasioned by such use.

**[Checkbox 3]** Not Applicable.

Tenant shall use all reasonable efforts to confine parking to the areas designed by the Landlord and to refrain from interfering with the use of the parking area in the Building by other tenants and their customers, invitees and employees.

## Work Requirements

Prior to the Premises being occupied by Tenant, Landlord agrees to the tenant improvements described in Exhibit B, attached hereto and made a part hereof. All tenant finish alterations in the Premises, now and hereafter undertaken, shall be designed and constructed in accordance with the technical design specifications of the Uniform Federal Accessibility Standards, latest edition.

## Maintenance And Repairs

1. Landlord’s Obligations. Tenant has inspected and accepts the Premises in its present condition and acknowledges that the Premises are tenantable and in good condition. Except as provided in this Lease, Landlord shall have no obligation of any kind to make any expenditures of any nature upon the Premises, including damage arising from an act or the negligence of Tenant, its agents or employees. Landlord shall have the right to enter the Premises at reasonable times for the purpose of making necessary inspections and repairs or maintenance.
2. Unless otherwise agreed in writing to the contrary, Landlord shall maintain the exterior of the building, the roof, the structural components of the building, and building systems in good order and repair, except for damage or injury caused by Tenant or its guests, invitees, agents, or employees, including, without limitation, damage to the heating, plumbing, and electrical systems caused by Tenant’s failure to properly operate or provide routine maintenance to the systems, in which case Tenant shall be responsible for all costs of repair or replacement resulting from such action or inaction.

## Landlord’s Ownership

Landlord warrants and represents itself to be the owner of, or the authorized representative or agent of the owner of, the leased Premises in the form and manner as stated herein, and during the term of this lease covenants and agrees to warrant and defend Tenant in the quiet, peaceable enjoyment and possession of the leased Premises. In the event of any dispute regarding Landlord’s ownership, Landlord shall immediately, upon request from and at no cost to Tenant, furnish proof thereof by delivering to Tenant an “Ownership and Encumbrance Letter” issued by a properly qualified title insurance company.

## Termination – Holding Over After Termination

1. Upon termination of this Lease, either by lapse of time or otherwise, Tenant shall peaceably surrender the Premises in good condition and repair, except for ordinary wear and tear. Tenant shall remove all personal property upon such termination and shall repair all damage to the Premises caused by such removal.
2. If Tenant shall fail to vacate the Premises upon expiration or sooner termination of this lease and remain in possession of said Premises, without a written agreement as to such possession, then such holding over shall be deemed to be a tenancy from month-to-month at a new rental of one hundred-fifty (150) percent of the rent being paid by Tenant as of the date of expiration or sooner termination pursuant to the Lease. Such possession shall be subject to all the laws of the State of Colorado applicable to such tenancy and subject to all of the other terms and conditions (except any option to renew) contained in this Lease.
3. Tenant’s Obligations. Tenant shall, at its sole expense, maintain, repair, and keep the Premises in good order. In addition, Tenant shall be responsible for the routine maintenance of the heating and plumbing systems and replacement of lights and bulbs. If Landlord is not required by this Lease to provide snow removal services, Tenant agrees to remove snow, ice or any other obstructions from the sidewalks around the Premises and from parking areas and agrees to keep the Premises clean and in a sanitary condition as required by any applicable laws, ordinances or regulations.
	1. In the event Tenant shall fail to commence any necessary repairs or diligently pursue the completion of any repairs, Landlord, in addition to all other remedies available under this Lease (and without waiving any other remedies) may make the repairs, the cost of which shall become due and payable as additional Rent 30 days after notice to Tenant. Tenant shall not permit, commit, or suffer waste, impairment, or deterioration of the Premises or the improvements thereon or any part thereof, reasonable wear and tear excepted.

## Alterations To Premises

1. Tenant shall not make any structural or non-structural changes or alterations to the Premises without the prior written approval of Landlord, which approval may be withheld at the sole and absolute discretion of Landlord. This includes, but is not limited to, any change or alteration which, in the sole discretion of Landlord, impairs the structural soundness or diminishes the value of the building(s) on the Premises; impacts the exterior appearance of the Premises; changes the interior configuration of the Premises; or adversely impacts the functioning of the wiring, plumbing, heating, air conditioning, sewer, or other similar systems. Such approval by Landlord shall commonly require that When performing approved changes or alterations, Tenant shall: (1) procure all required municipal and other governmental permits; (2) perform all work in a good and workmanlike manner and in compliance with all building and zoning laws, including Colorado State Buildings design and code requirements; (3) provide adequate insurance; and (4) provide indemnification against mechanics’ liens.
2. Tenant shall not erect nor install any exterior or interior window or door signs or advertising media or window or door lettering or placards on any portion of the Premises without the prior written consent of Landlord. Tenant agrees not to use any advertising media that shall be deemed objectionable in the reasonable opinion of Landlord, including, without limitation, loudspeakers that can be heard outside the Premises.
3. Tenant shall not install any exterior lighting or plumbing fixtures, shades, or awnings, or any exterior decorations or painting, or build any fences or make any changes to the outside of the Premises without the prior written consent of Landlord. All alterations, additions, improvements, and fixtures that may be made or installed by either of the parties hereto upon the Premises or improvements thereon and which in any manner are attached to the floors, walls or ceilings shall be the property of Landlord and at the termination of this Lease shall remain upon and be surrendered with the Premises as a part thereof.

## Assignment And Subletting

Neither this Lease nor any interest herein may be assigned by Tenant, voluntarily or involuntarily, by operation of law or otherwise. In addition, Tenant agrees that it will not sublet the Premises, or any part thereof, or any interest therein, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. No assignment or subletting shall release Tenant from any responsibility or liability hereunder. Any subletting or assignment in violation of this Section shall be null and void.

## Insurance

1. Tenant shall at its sole cost and expense, during the entire term hereof, carry and maintain the following insurance written as primary policies, exclusive of any coverage Landlord may carry and in the amounts specified below, or at such other amounts as Landlord shall, from time to time, reasonably request, with insurance companies and in a form satisfactory to Landlord:
	1. Public liability and property damage liability insurance with a combined single occurrence limit of not less than $1,000,000 and shall include contractual liability insurance applicable to Tenant’s obligations hereunder.
	2. Fire and extended coverage insurance covering all of Tenant’s equipment, trade fixtures, appliances, furniture, furnishings, and personal property from time to time in, on, or upon the Premises in an amount not less than the full replacement cost without deduction for depreciation.
	3. The liability insurance referred to hereinbefore shall name Landlord as an additional insured.
	4. A copy of every policy or certificate of insurance pertaining to this provision shall be delivered to Landlord within thirty (30) days of the execution of this Lease. Such insurance shall not be cancelable without thirty (30) days’ prior written notice thereof to Landlord and shall permit Tenant to waive its rights of subrogation, which, by execution of this Lease, Tenant hereby waives.

## Tenant’s Personal Property

1. Loss or Damage. Tenant agrees that all property of the Tenant, it’s agents, employees, customers and guests kept or stored on the Premises or in the building shall be the sole risk of the Tenant and Landlord shall not be held liable for any damage or loss to any of Tenant’s personal property of any kind or description whatsoever, or for damage or loss suffered by the business or occupation of Tenant caused by (1) bursting, overflowing or leaking of water, sewer, or steam pipes; (2) heating or plumbing fixtures, or from electric wires; (3) from gases or odors; or (4) caused in any other manner whatever, except the gross negligence of Landlord.
2. Removal. If Tenant fails to remove all its effects from the Premises upon abandonment or upon the termination of this Lease for any cause whatsoever, Landlord, at its option, may remove the same in any manner that it shall choose, and store the effects without any liability to Tenant for loss or damage. Tenant agrees to pay Landlord on demand any and all expenses incurred in such removal, including court costs, attorneys’ fees, and storage charges. Landlord, at its option and without notice, may sell said effects, or any of the same, at public or private sale, for such prices as Landlord may obtain. The proceeds of such sale may be applied to any amounts due Landlord under this Lease, including removal expense. If said property, or any portion thereof, shall be offered at public auction, Landlord may become the purchaser thereof.

## Eminent Domain

1. Complete Taking. If the whole or substantially all of the Premises shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as of the date of vesting of title of the Premises or delivery of possession, whichever event shall first occur, pursuant to such proceeding. For the purpose of this Section, “substantially all of the Premises” shall be deemed to have been taken if a taking under any such proceeding shall involve such an area that Tenant cannot reasonably operate in the remainder of the Premises the business being conducted on the Premises at the time of such proceeding.
2. Partial Taking. If less than substantially all of the Premises shall be taken by eminent domain, Landlord has the option to either (1) terminate this Lease by written notice, or (2) reduce the Rent thereafter due and payable by Tenant in such proportion as the nature, value, and extent of the part so taken bears to the whole of the Premises. If Landlord chooses the rent reduction option, then Landlord shall, from the proceeds of the condemnation, restore the Premises for the use of Tenant. If the proceeds of the condemnation are not sufficient to properly restore the Premises, then Tenant shall pay any deficiency between the condemnation proceeds and the restoration costs.
3. Award. Any award granted for either partial or complete taking regarding the Premises shall be the exclusive property of Landlord. Notwithstanding the foregoing, should the Lease survive a partial taking, nothing herein shall preclude Tenant from pursuing its separate award.

## Casualty

1. If the Premises are materially damaged, as determined by Landlord, in its sole judgment, by an act of God, fire, or other catastrophe, then Landlord may terminate this Lease from the date of the occurrence of such damage. If Landlord terminates the Lease, then Tenant shall surrender the Premises and all interest therein, and Landlord may re-enter and take possession of the Premises and remove Tenant therefrom. Tenant shall pay Rent, duly apportioned, up to the time of such termination of this Lease.
2. Landlord may, however, in the alternative, elect not to terminate this Lease, in which case it shall repair the damage so done with all reasonable speed, and the Rent shall be abated on a pro rata basis only for the period during which Tenant shall be deprived of the use some or all of the Premises by reason of such damage and the repair thereof. The Rent, until the completion of such repairs or restoration, shall abate in proportion to the area of the Premises which is unusable by Tenant.
3. If the Premises, without the fault of Tenant, shall be slightly damaged by fire or other catastrophe but not so as to render the same untenantable, Landlord, after receiving notice in writing of the occurrence of the injury, shall cause the same to be repaired with reasonable promptness; but in such event, there shall be no abatement of the Rent.

## Environmental Matters

1. The parties agree not to use, produce, treat, generate, release, discharge, store, transport, or cause to be transported, or dispose of any hazardous substances at, on, under, in, or about the premises or the building. The term “hazardous substances” shall mean any toxic or hazardous or noxious substance, material, or waste which is regulated by any local government authority having jurisdiction over the Premises, the State of Colorado, or the United States government, including but not limited to:
	* 1. Any oil or petroleum compounds, flammable substances, explosives, radioactive materials, or any other materials or pollutants which pose a hazard to the Premises or to persons on or about the Premises or cause the Premises to be in violation of any environmental laws, including all federal, state and local laws, statutes, regulations, or ordinances relating to the environment, and/or public health and safety (“Environmental Laws.
		2. Asbestos or any asbestos-containing material of any kind or character which is now or may potentially become friable;
		3. Polychlorinated biphenyls (“PCBs”), as regulated by the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or
		4. Any materials or substances now or hereafter defined or designated as: “hazardous substances” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq.; “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq*.; “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq*.; or “chemical substance,” “new chemical substance,” or “hazardous chemical substance or mixture” pursuant to Sections 3, 6 and 7 of the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq*., or by any successor statute to these statutes, or by any regulation now or hereafter promulgated pursuant to said statutes or their successors.
2. Tenant also agrees that it will notify Landlord in writing within ten days of its receipt of any notice of a violation of any Environmental Laws during the term of this Lease. Said notice shall include a copy of such notice of violation.
3. Tenant shall take no action to disturb or disrupt existing asbestos within the building or the Premises, if any. Should remediation of asbestos be required by an appropriate govern­mental entity, unless it is the result of Tenant’s breach of this provision, either party may terminate this Lease upon 30 days’ notice to the other, whereupon all responsibilities of both parties relating to this Lease shall terminate.

## Default Provisions

1. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:
	* 1. Failure to Pay Rent. Tenant failing to pay the Rent or Additional Rent herein required within **[Insert Number of Days]** days from the date when due.
		2. Failure to Pay Other Costs. Tenant failing to make any other payments required to be made by Tenant when due, where such failure shall continue for a period of 30 days following written notice from Landlord to Tenant.
		3. Failure to Keep Covenants. Tenant failing to perform or keep any of the terms, covenants, or conditions of this Lease, where such failure shall continue for a period of 30 days following written notice from Landlord to Tenant.
		4. Abandonment. Tenant abandoning the Premises.
		5. Insolvency. Tenant making an assignment for the benefit of creditors, filing a petition commencing a voluntary case under any chapter of the Bankruptcy Code, 11 U.S.C. § 101 *et seq*. (the “Bankruptcy Code”), being adjudicated an insolvent, filing a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under the Bankruptcy Code or any other present or future statute, law, rule, or regulation, or file an Answer admitting the material allegations of a petition filed against it in any such proceeding, consent to the filing of such a petition, or acquiesce in the appointment of a trustee, receiver, custodian, or other similar official for it or of all or any substantial part of its assets or properties, or take any action looking to its dissolution or liquidation.
		6. A case, proceeding or other action is instituted against Tenant seeking the entry of an order for relief against Tenant, to adjudicate Tenant as a bankrupt or insolvent, or seeking reorganization, arrangement, readjustment, liquidation, dissolution, or similar relief against Tenant under the Bankruptcy Code or other present or future statute, law, rule, or regulation, which case, proceeding, or other action either results in such entry, adjudication, or issuance, or entry of any other order or judgment having a similar effect or remains undismissed for 60 days, or within 60 days after the appointment without Tenant’s consent or acquiescence of any trustee, receiver, custodian, or other similar official for it or of all or any substantial part of its assets and properties, such appointment shall not be vacated.

## Remedies

In the event of an occurrence of default as set forth above, Landlord shall have the right to:

1. Terminate Lease. Terminate this Lease by giving Tenant written notice of such termination. After termination, Landlord shall be entitled to recover from Tenant the amount of unpaid Rent earned at the time of termination and the amount of future unpaid Rent for the balance of the term of this Lease (had the Lease not been terminated by Landlord), the latter of which shall be discounted at the discount rate established at the Federal Reserve Bank of Kansas City, Kansas, at the time of termination; or
2. Sue Monthly. Sue monthly for and recover all Rent, other required payments due under this Lease, and other sums including damages, litigation-related costs and attorney fees at any time and from time to time accruing hereunder (without resuming possession of the Premises or terminating this Lease); or
3. Repossess Premises. After notice, re-enter and take possession of the Premises, expel Tenant and those claiming by, through or under Tenant and remove the effects of both or either (forcibly, if necessary) without being liable for prosecution thereof, without being deemed guilty in any manner of trespass and without prejudice to any remedies for Rent delinquencies or preceding Lease defaults. Landlord may then from time to time, without terminating this Lease, relet the Premises. Such re-entry or taking of possession of the Premises by Landlord shall not be construed as an election on Landlord’s part to terminate this Lease unless a written notice of termination is given to Tenant. In the event of Landlord’s election to proceed under this Section, then such repossession shall not relieve Tenant of its obligation and liability under this Lease, all of which shall survive such repossession. Tenant shall pay to Landlord as current liquidated damages the Rent specified in this Lease which would be payable hereunder if such repossession had not occurred, less the net proceeds (if any) of any reletting of the Premises after deducting all of Landlord’s expenses in connection with such reletting, including but without limitation all repossession costs, brokerage commissions, legal expenses, and attorneys’ fees. Tenant shall pay such current damages to Landlord on the days on which the Rent would have been payable hereunder if possession had not been retaken.

## Notice

Any notice required or permitted by this lease may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

**[Insert Landlord Mailing Address]**

**[Insert Tenant 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.

## Applicable Law

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this lease. Any provision of this lease, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be void and unenforceable in any action at law.

## Time For Performance

Time is of the essence in the execution and performance of this Lease and of all of its provisions.

## General Provisions

1. Complete Agreement. This lease, including all exhibits, supersedes any and all prior written or oral agreements and there are no covenants, conditions or agreements between the parties except as set forth herein. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless incorporated herein in writing. No novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless in writing and signed by all parties hereto.
2. Captions, Construction, And Binding Effect. The captions and headings used in this lease are for identification only, and shall be disregarded in any construction of the lease provisions. All of the terms of this lease shall inure to the benefit of and be binding upon both the Landlord and the Tenant.
3. Severability. If any provision of this lease shall be determined to be invalid, illegal, or without force by a court of law or rendered so by legislative act then the remaining provisions of this lease shall remain in full force and effect.
4. No Beneficial Interest. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

## Landlord Liability Exposure

Notwithstanding any other provision of this lease to the contrary, no term or condition of this lease 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*. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of C.R.S. §§ 24-10-101 and 24-30-1501 *et seq*. Any provision of this lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Landlord to the above cited laws.

## Tenant’s Indemnification

Tenant agrees to hold harmless and indemnify Landlord from and against any and all losses, damages, liens, claims, demands, debts, obligations, liabilities, fines, penalties, suits or actions, judgments, and costs of any kind whatsoever (including reasonable attorney’s fees) related to the use of the Premises, caused by any act, omission or neglect of the Tenant or Tenant’s employees, guests, invitees or assignees.

## Additional Provisions

**[Insert any Additional Provisions]**

**End of Main Body of Lease**

# Exhibit APremises

# Exhibit BTenant Improvement List