**Document Instructions for Users**

**License 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 template is suitable for most situations where the State desires specific use rights.

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 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**

****

# License Agreement

Licensor: **[Insert Licensor Name]**

Licensee: **[Insert Licensee Name]**

Location: **[Insert Location Address]**

License Agreement

THIS LICENSE AGREEMENT ("Agreement"), made and entered into this **[Insert Date]**, by and between **[Insert Licensor Name]**, **[Insert Licensor Business Entity Type]**, whose address or principal place of business is **[Insert Address]** hereinafter referred to as "Licensor", and THE STATE OF COLORADO, acting by and through the DEPARTMENT OF **[Insert Licensee Name and Address]** hereinafter referred to as "Licensee".

In consideration of the mutual promises hereunder, the parties agree as follows:

1. Licensor hereby grants Licensee a non-exclusive license to use **[Insert Detail]** at the location **[Insert Address]** and further detailed on the site plan attached hereto and made a part hereof as Exhibit A ("Licensed Premises").
2. For Licensee’s use of the Licensed Premises, Licensee agrees to pay Licensor a monthly license fee in the amount of **[Insert $ Amount]** at **[Insert Payment Address]**. Monthly license fees are due the first of each month.
3. This Agreement shall commence on **[Insert Effective Date]** and terminate on **[Insert Termination Date]**. Either party may terminate this Agreement during the term with thirty (30) days prior written notice. If the term herein commences on a day other than the first day of a calendar month, Licensee shall pay to Licensor the prorated fee 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 Agreement. Should Licensee utilize the Licensed Premises after the termination date without the benefit of a fully executed and current Agreement it shall be deemed to be a license from month to month at the monthly license fee specified in section 2, subject to all of the other terms of this Agreement.
4. Notices shall be sent by U.S. registered or certified mail, return receipt requested, and shall be deemed effective upon posting in the U.S. mail depository with sufficient postage attached thereto. Notices shall be sent to the following addresses:

**[Insert Licensor MAILING ADDRESS]**

**[Insert Licensee 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.

1. Licensor shall, unless specified herein to the contrary, maintain the Licensed Premises in good repair during the term of this Agreement. Licensor shall keep the Licensed Premises free from ice or snow or other obstruction and shall not impede access to the Licensed Premises.
2. Licensor warrants and represents to be the owner of, or the authorized representative or agent of the owner of, the Licensed Premises with full power and authority to execute this Agreement.
3. 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 Agreement. Any provision of this Agreement, 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 considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Agreement to the extent that this Agreement is capable of execution.
4. If the Licensed Premises shall be taken by right of eminent domain, in whole or in part, then this Agreement, at the option of either party, shall forthwith cease and terminate and the license fee shall be properly apportioned to the date of such taking.
5. In the event the Licensed Premises are rendered unfit for Licensee's purposes by fire or other casualty, this Agreement will immediately terminate and no license fee shall accrue to Licensor from the date of such fire or casualty. In the event the Licensed Premises are damaged by fire or other casualty so that there is partial destruction of the Licensed Premises or such damage as to render the Licensed Premises partially unfit for Licensee's purposes, either party may, within five (5) days of such occurrence, terminate this Agreement 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. License fees shall be apportioned to the effective date of termination.
6. Financial obligations of Licensee payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
7. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.
8. Pursuant to § 24-30-202.4 C.R.S., as amended, the Controller may withhold debts owed to state agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, C.R.S., (c) unpaid loans due to the student loan division of the department of higher education; (d) owed amounts required to be paid to the unemployment compensation fund; and (e) other unpaid debts owing to the state or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the Controller.
9. If because of Licensee's tax exempt status Licensor is able to reduce its tax liability then Licensee's license fee shall be decreased by the amount of the reduction in such taxes on a monthly pro rata basis.
10. To the extent authorized by law, Licensor shall indemnify, save and hold harmless Licensee, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Licensor, or its employees, agents, or assignees pursuant to the terms of this Agreement.
11. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act § 24-10-101 *et seq.* C.R.S. 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 § 24-10-101 *et seq.* C.R.S. and § 24-30-1501 *et seq*. C.R.S. Any provision of this Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Licensee to the above cited laws.
12. This Agreement, 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 embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State of Colorado Fiscal Rules.
13. This Agreement shall not be deemed valid until is shall have been approved by the Controller of the State of Colorado or such assistant as he may designate (the “Controller”).
14. The Licensor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

**[Signature page follows.]**

## **Signature Page**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

**Licensor:**

**[Insert Licensor Name]**

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:

**Licensee:**

**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: