**Document Instructions for Users**

**Interagency Lease Amendment**

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.

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]**. When adding information, replace the entire field (i.e., remove the brackets). 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.

This document contains a rent table in Article 1B. 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 prior to contract finalization.

**State of Colorado**

**Department of Personnel and Administration**

**Office of the State Architect**

**Real Estate Programs**

 

# Interagency Lease Amendment – Real Property

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

Tenant: **[Insert Tenant’s Name]**

Location: **[Insert Location]**

**[Insert Amendment Number] Amendment to Interagency Lease - Real Property**

THIS **[Insert Amendment Number]** AMENDMENT TO INTERAGENCY LEASE ("Amendment"), for the purpose of amending that certain lease dated **[Insert Original Lease Date]**, (the “Lease”), by and between the STATE OF COLORADO acting by and through the Department of **[Insert Landlord Name]** whose address or principal place of business is **[Insert Landlord Address]**, hereinafter referred to as "Landlord", and THE STATE OF COLORADO 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 Lease.

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, as to Tenant, authority exists in the law and funds have been, budgeted appropriated, and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment.

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

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

## 1. [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]** or the date the Colorado State Controller approves the Lease (“Commencement Date”), and ending **[Insert Lease End Date],** at and for a monthly rental (the “Monthly Rent”) for the full term as shown 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. C.R.S. § 39-3-124, 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 Taxes known at the time of drafting of **$[Insert Real Estate Property Tax]/**RSF or any tax based upon real property as defined and required by Article 15; when the current year Taxes are known, the Monthly Rent payment shall be adjusted accordingly.
2. **[Insert Any Additional Amended Terms In Detail]**
3. 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.

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

IN WITNESS WHEREOF, the parties hereto have executed this State of Colorado Interagency Lease Agreement on the day and year first above written.

**Lessor/Landlord:**

**[Insert Name of Landlord]**

By:

Authorized Signatory

**[Insert Name]**

Name

**[Insert Title]**

Title

**[Insert Date]**

Date

**Office of the State Architect**

Real Estate Manager (or authorized Delegate)

By:

Date: **[Insert Date]**

**State Office of Risk Management**

State Risk Manager (or authorized Delegate)

By:

Date: **[Insert Date]**

**Legal Review**

Philip J. Weiser, Attorney General

Attorney General (or authorized Delegate)

By:

Date: **[Insert Date]**

**Lessee/Tenant:**

STATE OF COLORADO

Jared S. Polis, Governor

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

By:

**[Insert Name]**

Name

**[Insert Title]**

Title

**[Insert Date]**

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:

Date: **[Insert Date]**