**STATE OF COLORADO**

**DEPARTMENT OF PERSONNEL AND ADMINISTRATION**

**OFFICE OF THE STATE ARCHITECT**

**REAL ESTATE PROGRAMS**



**STANDARD**

**LEASE AMENDMENT [IMPROVED REAL PROPERTY]**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

LANDLORD

TENANT

LOCATION

AMENDMENT TO LEASE

The printed portions of this form, except bold additions, have been

approved by the State of Colorado Attorney General

THIS AMENDMENT TO LEASE, made and entered into this day of , 20 , for the purpose of amending that certain lease dated **\_\_\_\_\_\_\_\_\_\_\_\_** , (the "Lease"), by and between , as "Landlord", and THE STATE OF COLORADO, acting by and through the DEPARTMENT OF , as "Tenant", relating to the leasing of a portion of the building located at (the "Building"), comprised of rentable square feet.

WHEREAS, Authority to enter into this Lease exists in the Law, and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

WHEREAS, (insert generalized amendment terms)

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

**# \_\_ 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 \_\_\_\_\_ Amendment such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:**

**i. The provisions of the \_\_\_\_\_ Amendment to Lease,**

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

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

**The effective date of this \_\_\_\_\_ Amendment to Lease is \_\_\_\_\_\_, 201\_ or the date signed by the State Controller or his designee, whichever is later. In accordance with the requirements of 24-30-202 (1) C.R.S., as amended, this \_\_\_\_\_\_ 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 \_\_\_\_\_ **Amendment to Lease** agreement on the day and year first above written.

|  |  |  |
| --- | --- | --- |
| **LANDLORD**:  [Name of Landlord]  By:  Authorized Signatory    Name (Print) Title (Print) | **TENANT**  STATE OF COLORADO  Jared S. Polis, Governor  The Department of  By:  Executive Director  Date: | |
| **REAL ESTATE PROGRAMS**  STATE OF COLORADO  Jared S. Polis, Governor  DEPARTMENT OF PERSONNEL & ADMINISTRATION  Office of State Architect, For the Executive Director  By:  Date:  **OFFICE OF RISK MANAGEMENT**  STATE OF COLORADO  Jared S. Polis, Governor  DEPARTMENT OF PERSONNEL & ADMINISTRATION  For the Executive Director  By:  State Risk Manager  Date: | **ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER:**  **CRS 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.**  STATE OF COLORADO  Jared S. Polis, Governor  STATE CONTROLLER'S OFFICE  State Controller (or authorized Delegate)  By:  Date: | |
| **LEGAL REVIEW**  DEPARTMENT OF LAW  Philip J. Weiser, Colorado Attorney General  ATTORNEY GENERAL (or authorized Delegate)  By:  Date: | |  |