

LEASE  
225 S. Second Street  
Grand Junction, Colorado

THIS LEASE AGREEMENT (Lease or Agreement) is entered into as of the 1<sup>st</sup> day of October 2017, between the City of Grand Junction, a Colorado Municipal Corporation as Owner/Lessor (hereinafter collectively referred to as "City" or "Lessor") and Graig Medvesk (Lessee).

The City is owner of the property at 225 S. Second Street, Grand Junction, Colorado. The City desires to lease the Premises to Lessee for the term, price and provisions set forth herein.

THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, it is agreed:

1. Term. The term of this Agreement shall commence on October 1, 2017, and continue on a month-to-month basis. The Agreement may be terminated by either party at any time with a 30-day written notice.
2. Rent. Lessee shall pay \$800.00 per month on or before the 1<sup>st</sup> of each month for October, November and December of 2017. Beginning with January 2018, the monthly rental shall increase \$100.00 each month until it reaches a maximum of \$1,500.00 per month. Payment shall be made at 250 N. 5<sup>th</sup> Street, Grand Junction, Colorado and to the attention of Jay Valentine, Deputy Director of Finance.
3. Commencement of Possession and Rent. Lessee shall have the right of possession October 1, 2017, effective upon the execution of this Lease, payment of rent, and proof of insurance.
4. Taxes. Lessee shall be responsible for all general real estate taxes, special assessments and/or possessory interest taxes coming due during the Lease term on the Premises, and all personal property taxes with respect to Lessee's personal property, if any, on the Premises.
5. Utilities. Lessee shall be solely responsible to obtain and pay the cost of all utilities for the benefit of the Premises, including without limitation, water, gas, electricity, sewer, trash, telephone service, internet access, and other services used by Lessee on the leased Premises. Lessee shall pay all such utility charges prior to the due date. Any upgrade to any utilities necessary or required for Lessee's use shall occur only after approved by the City and performed at

Lessee's sole and exclusive cost.

6. Covenants. During the Lease term Lessee shall:

- a. Lessee shall maintain and keep the Premises in good repair. Lessee agrees to maintain and make all necessary repairs and replacements.
- b. Maintain all plate glass in good and orderly condition. Any insurance which Lessee may obtain to insure against plate glass breakage shall be at Lessee's cost and expense;
- c. Surrender and deliver the Premises to City on termination of the Lease in the condition received, ordinary wear and tear excepted;
- d. Indemnify and hold City harmless from any injury, liability or damages arising from the use or occupancy of the Premises by Lessee, or Lessee's agents, employees or customers;
- e. Not use the Premises for any purposes prohibited by the laws of the United States, State of Colorado, or the ordinances of the City of Grand Junction, including but not limited to any zoning or building ordinances applicable to the Premises;
- f. Not commit waste and shall keep the Premises in a neat, clean and sanitary condition as required by the ordinances of the City of Grand Junction, including the removal of ice, snow, litter, dirt, debris and obstructions in and about the Premises; and
- g. Prevent overloading or abuse of the floors, walls or structure and to prevent any use of the Premises which would render the insurance void, increase cost or the insurance risk more hazardous.

7. Alterations and improvements. Lessee, at Lessee's expense, shall have the right, upon obtaining City's written consent, to remodel and make additions, improvements, and replacements of and to all or any part of the Premises from time to time as Lessee may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Lessee shall have the right to place and install personal property, office equipment shelving and other temporary installations in and upon the Premises. All personal property, equipment, machinery, shelving and temporary installments shall remain Lessee's property free and clear of any claim by City, except as otherwise stated in this Lease. Lessee shall have the right to remove the same at any time during the term of this Lease provided that Lessee shall repair, at Lessee's expense, all damage to the Premises caused by such removal.

8. Insurance. During the term of this Lease, Lessee shall purchase and maintain fire and casualty insurance upon the leased Premises and its improvements in an amount not less than their full insurable value. Lessee shall purchase and maintain general comprehensive public liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) bodily injury per occurrence, Five Hundred Thousand Dollars (\$500,000.00) bodily injury per person, and Five Hundred Thousand Dollars (\$500,000.00) property damage per occurrence. Said insurance policy shall name City as an additional insured loss payee and Lessee shall furnish City with a certificate of insurance showing the coverage in force in the amount stated above and providing for twenty (20) days' written notice to City of any cancellation, modification or termination of said policy.

9. Termination. Upon termination of this Lease whether as herein provided or because the Lessee has breached, or allowed to be breached, any term or provision hereof, Lessee agrees to immediately and peaceably surrender and deliver up the Premises together with all keys thereunto to the City. In such event, the City may immediately retake possession.

a. If Lessee is in default in the performance of any term or condition of this Lease, including if Lessee by negligence or otherwise damages or allows to be damaged the Premises, the City may immediately terminate this Lease, in which case Lessee shall have ten days to vacate and peaceably surrender the Premises.

b. If Lessee fails to remove Lessee's personal property when this Lease terminates, the City may, without liability to City, remove Lessee's property from the Premises, or may, upon the giving of a ten-day written notice, treat such property as abandoned. In any event, the City shall not be responsible for the care and safekeeping thereof so long as the City does not act recklessly.

10. Inspection. Lessee accepts the condition of the Premises and has determined that it is in good working order and condition, based on Lessee's inspection. The Lessee agrees that the condition of the Premises is sufficient for the purposes of Lessee. The City makes no warranties nor promises, express or implied, that the Premises, and/or any appurtenances and/or improvements thereon are sufficient for the purposes of the Lessee.

The City shall have the right to inspect the Premises with reasonable notice to Lessee. During emergencies, the City shall have the right to inspect the Premises, enter and to make repairs in and to the Premises and take other actions to protect the Premises and other persons and properties.

11. Sublease and assignment. Lessee shall not sublease or assign all or any part of this Lease to any other party.

12. Notice. Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, and shall be considered served upon the receiving party as of the date of mailing indicated on the postal receipt, addressed as follows:

City:

City of Grand Junction  
Attn: Jay Valentine, Deputy Finance Director  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

Lessee:

City and Lessee shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

13. Enforcement. If either party seeks to enforce any provision of this Lease by legal proceedings, the prevailing party in such legal proceeding shall be entitled to an award of their or its expenses therefore, including reasonable attorneys' fees.

14. Waiver. No waiver of any default of City or Lessee hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by City or Lessee shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

15. Consent. City shall not unreasonably withhold or delay its consent with respect to any matter for which City's consent is required or desirable under this Lease.

16. Venue. This Lease shall be governed by, construed, and enforced in

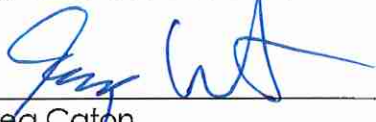
accordance with the laws of the State of Colorado. Venue shall be in Mesa County, Colorado.

17. Validity of each part. If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

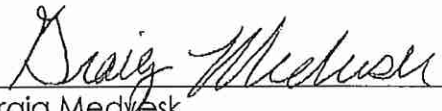
18. Final Agreement. This Agreement constitutes the entire Agreement between the parties, and no promises or representations, other than those contained herein and those implied by law, have been made by City or Lessee. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease on this 3 day of October 2017.

City of Grand Junction:

  
\_\_\_\_\_  
Greg Caton  
City Manager

Lessee:

  
\_\_\_\_\_  
Graig Medvesk