

LEASE
Historic Church and Program Building

Lessor: The Town of Fraser Board of Trustees
153 Fraser Avenue
P.O. Box 370
Fraser, Colorado 80442

Referred to as the "Town" or "Fraser" throughout this document.

Lessee: Fraser Valley Metropolitan Recreation District
P.O. Box 3348
Winter Park, CO 80482
726-8968

Referred to as FVMRD or "tenant" throughout this document.

Premise: This lease provides for the exclusive use of that portion of the building located at 117 Eisenhower Ave commonly referred to as the modular addition.

Collectively, the premise description is referred to as "the facility" or "the premise" in this document.

Uses: FVMRD activities and classes.

Terms: The initial term of the Lease commences January 1, 2023 and shall terminate on December 31, 2023. No Lease shall be valid for more than one (1) year unless approved by Town Ordinance.

Rent of \$0 monthly in accordance with the terms of the Intergovernmental Agreement between the Town of Fraser and the Fraser Valley Metropolitan Recreation District.

This rent will be evaluated annually concurrent with annual updates to the Intergovernmental Agreement.

FVMRD shall be responsible for its proportionate share of utility and cleaning costs for the building.

Provisions: FVMRD shall be responsible for all damages to the facility and/or persons that are the result of FVMRD sponsored programs. Failure to keep the facility in a clean, orderly, and safe fashion may result in the Town initiating corrective actions (cleaning, repair, etc.) that will be charged against the lessee's damage deposit.

Fraser shall be responsible for replacement or repair of all permanent fixtures in the building, including electrical, heating, landscaping, the roof structure, and plumbing.

IN CONSIDERATION of the mutual promises contained herein and of the rents and other payments to be made by Tenant to the Town of Fraser, the parties hereto agree as follows:

1. The Town of Fraser hereby specifically states that this Lease is in the best interests of the municipality and this Lease is being made pursuant to the provisions of Title 31-15-713,

Colorado Revised Statutes, 1973, as amended, and is subject to the provisions contained therein.

2. The Town of Fraser, by and through its Board of Trustees, hereby leases to designated Tenant the premises (being a certain described area located in the building on Lots 26 and 27, Block 8 First Addition to the Town of Fraser, County of Grand, State of Colorado), on the terms, conditions and provisions contained herein.

3. Subsequent to the initial term of the Lease as set forth herein, if Tenant shall remain in possession of the premises, without a written agreement for any extension, then such holding over shall be deemed and taken to be a holding upon a tenancy at will at a rental amount as herein provided, payable in advance on the same day of each month as herein provided, all other terms and conditions of this Lease remaining the same. Such tenancy at will may be terminated by either party having given five (5) days notice in writing of such termination notwithstanding that neither party may be in violation of any terms, provisions, conditions or rent payments provided herein.

5. Town's Warranties.

A. Town warrants peaceful possession and uses set forth herein unto the Tenant of the premises.

B. Town shall provide and pay for water, sewer, trash removal and snow plowing.

C. Town shall make all repairs it deems necessary to the roof, structural portion of the building, exterior walls, parking lots, hallways, plumbing, electrical and heating systems, and other repairs not caused by Tenant's acts nor the acts of any of Tenant's guests, invitees, customers, employees or associates.

6. Tenant's Obligations.

A. Tenant shall pay all rents provided for herein when due.

B. Tenant has full legal right to enter into this Lease and to make the rental payments provided for in this Lease.

C. Unless Tenant is specifically described as a corporation in this Lease, then the individuals signing hereby agree to be personally obligated under this Lease. Town shall not object to substitution of individuals, if Tenant is not a corporation, so as to release the original persons from individual liability as described herein.

D. Not to sublease nor allow any other persons or organizations to use the premises, either temporarily or permanently.

E. To hold Town harmless and free of any liability resulting from any personal injury or property damage which may result from any failure of plumbing, sewers, water line, theft of any of Tenant's property or valuable papers, damages caused by other Tenants or their guests, invitees, employees, associates or customers.

F. To immediately repair or replace, without cost to Town, any damages caused by any of Tenant's guest, customers, invitees, employees, associates or others on the property, in the building or at the premises because of Tenant' use of the premises.

G. To order no repairs or improvements to the expense of Fraser without first obtaining approval from the Town for any such repairs, replacements, improvements or alterations (including painting, wallpapering, carpeting, laying linoleum, installing curtain rods and curtains, drapery rods or drapes). All repairs and remodeling shall be to Town standards and approved by the Town.

H. At the expiration and termination of this Lease, to surrender and deliver up said premises in as good order and condition as when the same were entered upon, ordinary wear and tear excepted.

I. To use said premises for no purpose prohibited by the laws of the United States, State of Colorado, and the ordinances and regulations of the Town of Fraser.

J. To neither permit nor suffer any disorderly conduct, noise, odors or nuisance whatsoever about said premises having a tendency to annoy or disturb any persons occupying adjacent premises.

K. To neither permit nor suffer said premises, or the walls or floors thereof, to be endangered by overloading.

L. No safe or article, the weight of which may constitute a hazard or danger to the building or its equipment, shall be moved onto the premises.

M. Water closets, showers, sinks, tubs, and other water fixtures shall not be used for any purpose other than that for which the same are normally intended, and any damage resulting to the same from misuse on the part of the Tenant, its agents, employees, guests or invitees, shall be paid for by the Tenant. The tenant, its agents, employees, guests, or invitees shall not waste water by tying back or wedging the faucets, or in any other manner, except where posted to prevent freezing.

N. To permit Town, or its designated agents, at any time, to enter upon and go through and view said premises.

O. Not to use, store, carry or allow on the premises any oil, gas, inflammable liquids or other hazardous articles, nor any goods or do anything in or about said premises which will in any way tend to increase the insurance rates on said building.

P. To pay all sales taxes, personal property taxes and all other taxes levied on the property or business of Tenants that are due from time to time.

Q. To surrender and deliver up the possession of said premises promptly at the termination or expiration of this Lease.

R. Not to mark upon, paint signs upon, cut, drill into, drive or use pneumatic or explosive devices to drive nails or screws into, or in any way deface the walls, ceilings, partitions or floors of the premises or property, including common areas of the building; and any defacement, damage or injury caused by the Tenant, guests, agents, employees or trespassers shall be paid for by Tenant. This clause shall not restrict Tenant from installing reasonable shelves or wall hangings required as ancillary to any lawful business of Tenant to the extent that such markings are reasonable and necessary.

S. Not use any public or Town telephone for regular business usage nor for leaving of any messages for Tenant. If Tenant desires installation of its own telephone, such expense, including installation and regular charges, shall be paid by Tenant.

T. Town will not be carrying insurance for, nor will it be responsible for, any loss, theft, damage, destruction or misuse of any of Tenant's personal property.

U. Tenant shall carry its own insurance and indemnify the Town pursuant to C.R.S. 24-10, as well as listing the Town as an "additionally insured" party on Tenant's policy. A certificate of insurance showing the same shall be provided to the Town upon signing this lease.

V. To comply with any additional Rules and Regulations that the Town may adopt to facilitate the public safety, health and welfare in the management of said Community Building.

W. Tenant shall make reasonable cleaning and organizing of the area as a courtesy to those who will also use the building.

X. General janitorial maintenance of floors, walls, windows and doors in the building areas utilized by FVMRD shall be provided by FVMRD.

Y. Tenant shall allow use of facility by Town as needed for meeting space and as long as the Town's use does not conflict with FVMRD scheduling.

7. Building Security

Fraser and FVMRD recognize their responsibility and the importance of providing a safe, secure environment for their respective programs and missions. To this end, keeping the building safe and secure is a mutual goal of both parties and each agree to the following:

A. FVMRD shall not install any different or additional locks on any doors or windows without first obtaining written consent of Town and delivery to the Town of a key for each such different or additional locks. The Town will not access the property without first providing reasonable notice, if possible.

8. Signs.

Tenant shall be allowed to install appropriate signage to identify the location of Tenant's premises. However, such sign, and any exterior sign that the Town might permit, shall comply with Sign Ordinance and be approved by the Town prior to installation. Such approval may be withdrawn at a later date in order to make uniform the size, style, design, lettering or content of any signs that all Tenants in the building will be permitted to utilize.

9. Parking.

A. Tenant, together with Tenant's employees, guests, and agents, may use the parking areas provided adjacent to the building. However, if town designates certain areas for other uses or for parking by town, Tenant or other Tenants, then Tenant hereby agrees to comply with such designation.

B. No cars, trucks, materials or other articles or vehicles, shall be parked or stored on the property unless the Tenant is physically present in the building. No parking shall be

permitted overnight nor on weekends. No Tenant shall store any equipment or other articles on any part of the property except for the designated premises.

9. Advertising.

If Tenant does any advertising, then the Tenant shall designate the location of its premises as being in the Fraser Municipal Complex.

10. Assignment.

- A. Tenant shall not assign or transfer this Lease, or any part thereof.
- B. Tenant shall not sublease the premises or any part thereof.

11. Mechanics' Liens.

Tenant shall not do or suffer anything to be done whereby the premises or any part of the property described in this Lease may be encumbered by a mechanic's or similar lien; and if, whenever, and as often as any mechanic's or any similar lien is created against the said premises or property, purporting to be for or on account of labor done or materials or services furnished in connection with any work in or about the premises or property, done by, for or under the authority of the Tenant, or anyone claiming by, through or under him, Tenant shall discharge the same and cause it to be released of record within ten (10) days after the date of filing.

12. Default and Attorney's Fees.

A. If Tenant be in default of any provision or obligation contained herein, and such default is not corrected within five (5) days after receipt of written notice of default from Town at the address set forth herein, then Town shall have the right to terminate this Lease. Such termination shall be effectuated by Town sending a Notice to Vacate to Tenant at the address set forth herein, which termination shall be effective three (3) days after mailing of such Notice to Vacate. Upon such termination, Town may retake possession of the premises, change locks and retain possession of any of Tenant's personal property pursuant to its lien rights described herein. No such termination shall prevent Town from pursuing any legal remedies for collection of any sums due from Tenant under any provisions of this Lease.

B. If any sums of money are due to Town or if Town is obligated to pay any debts of Tenant, then Town shall have a lien on any personal property of Tenant located on such premises, whether or not this Lease has been terminated. In such case, Town shall have the right to retain exclusive possession of the personal property and to sell the same at public auction after sixty (60) days subsequent to date of possession, if such sums due from Tenant are not paid within sixty (60) days.

C. Tenant shall pay all reasonable attorney's fees and court costs of Town if Town hires an attorney on account of breach by Tenant of any terms of this Lease, whether or not this Lease is terminated as a result of such breach, or if Town institutes litigation against Tenant for unlawful detainer, or if Town is made a party to any litigation instituted by a third person, relating to these premises leased to Tenant, wherein Town is not at fault. Such reasonable attorney's fees and costs incurred by Tenant shall be paid by Tenant whether or not any such litigation is prosecuted to judgment or is settled.

Dated:

TOWN OF FRASER
A Municipal Corporation

By: _____
Ed Cannon,
Town Manager

ATTEST:

By: _____
Town Clerk

TENANT

By: _____
Scott Ledin,
Director of Parks and Recreation

STATE OF COLORADO)
) ss.
COUNTY OF GRAND)

Subscribed and sworn to (affirmed) before me this _____ day of _____ 2022, by _____
_____ ,

Notary Public

My commission expires: _____

[S E A L]