LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 14 day of March, 2016, by and between **City of Craig**, whose address or principal place of business is **300 West Fourth Street, Craig, Colorado 81625** hereinafter referred to as "lessor", and **Connection 4 Kids**, hereinafter referred to as "lessee".

WITNESSETH:

WHEREAS, as to Lessee, 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 of funds under the terms of this lease.

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

1. PREMISES, TERM, RENT.

   (A) Lessor hereby leases unto Lessee the Premises, hereinafter referred to as "Premises" within the building located at 601 Yampa Avenue, Craig, Colorado 81625, hereinafter referred to as "Office Space". The Premises, known and described as main floor offices and a downstairs classroom includes approximately 426 square feet up and approximately 560 square down of rentable floor area. A legal description of the Premises is attached as Exhibit A.

   (B) TO HAVE AND TO HOLD the same, together with all appurtenances, unto Lessee, for the term beginning **03/1/2016**, and ending **12/31/2016**, at and for a monthly rental fee of **$200.00 per month**, receipt of which is due by the 5th day of each month.

2. SERVICES BY LESSEE. Lessee shall pay during the occupancy of said Premises, as a part of the rental consideration the following: monthly telephone and internet costs. The City of Craig will provide electric, gas, water, sewer utilities and trash removal services.

3. MAINTENANCE OF PREMISES. Routine building maintenance and janitorial services shall be provided by the Lessee. Lessor shall, unless herein specified to the contrary, maintain the Premises in good repair and in tenantable condition during the term of this lease, except in the event of damage arising from an act or the negligence of Lessee, its agents, clients or employees. Lessor shall have the right to enter the Premises at any time to make necessary inspections.

4. INTERRUPTION OF SERVICES. Lessor is responsible for routine and major repairs to the buildings' systems including HVAC, plumbing, electrical, etc. If

major repairs are needed and an interruption of service results for a period of fifteen days, Lessee has the option to cancel and terminate this lease.

5. DAMAGE AND DESTRUCTION. In the event the leased Premises is damaged by fire or other casualty so that there is total or partial destruction of the Premises so as to make the Premises partially or totally untenantable or unfit for Lessee's purposes, either party may, within five (5) days of such occurrence, terminate this lease by giving written notice to the other party.

6. FISCAL FUNDING. As prescribed by Colorado State Law, it is understood and agreed this lease is dependent upon the continuing availability of funds beyond the current fiscal year of the Lessor. The parties recognize that the act of appropriation by the Lessor is a legislative act. Failure by Lessor to budget and appropriate operational contributions shall not terminate this lease.

7. COMPLETE AGREEMENT. This lease 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 subsequent renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved by both parties.

8. NOTICE. Any notice required or permitted by this lease may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided:

Lessor:	Lessee:
City of Craig	Connections 4 Kids
300 West Fourth Street	P.O. Box 427
Craig, Colorado 81625	Craig, Colorado 81626

Notice of change of address shall be treated as any other notice.

9. CONSENT. Unless otherwise specifically provided, whenever consent or approval of Lessor or Lessee is required under the terms of the lease, such consent or approval shall not be unreasonably withheld or delayed and shall be deemed given if no response is received within 30 days of the date the request was made.

10. LESSEE LIABILITY EXPOSURE. Notwithstanding any other provision to the contrary, no term or condition of this lease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, as now or hereafter amended. The parties hereto understand and agree that liability for claims for injures to persons or property arising out of the negligence of the City of Craig, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the Colorado Governmental Immunity Act. Any provision of this lease, whether or not incorporated herein by reference, shall be

controlled, limited and otherwise modified so as to limit any liability of the Lessee to the above cited law.

11. LESSEE'S INSURANCE. Lessee shall at its sole cost and expense, obtain insurance on its inventory, equipment, and all other personal property located on the leased Premises against loss resulting from fire or other casualty. Lessee shall provide proof of Lessee's insurance to Lessor.

12. EARLY TERMINATION.
Lessee shall be entitled to terminate this lease at any time by written notice to the Lessor.

13. DEFAULT. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by the Lessee:
    A. Vacating the Premises: The vacating or abandonment of the Premises by Lessee.
    B. Failure to Pay Rent: The failure by Lessee to make any payment of rent, or any other payment required to be made by Lessee hereunder, as and when due where such failure shall continue for a period of thirty (30) days after written notice thereof by the Lessor to Lessee, unless such failure is a result of allowable early termination as identified in Paragraph 14 above.
    C. Failure to Perform: The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Lessee, other than described in Section B. above, where such failure shall continue for a period of ninety (90) days after written notice thereof by the Lessor to Lessee, provided, however, that if the nature of Lessee's default is such that more than ninety (90) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said ninety (90) day period and thereafter diligently prosecutes such cure to completion.

14. SEVERANCE CLAUSE: If any sentence, subsection, clause, or phrase of this Lease Agreement is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement on the day and year first written above.

LESSOR:
The City of Craig

By: _____
Ray Beck, Mayor

Attest (Seal)

By: _____
Kathy Larson, City Clerk

LESSEE:
Connection 4 Kids

By: _____
Arin Daigneau,
Connections 4 Kids Board President