

Lease Agreement

This Lease Agreement (the "Agreement") is made and entered into this ___ day of _____, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 ("the Town"), and COcreate Erie, a Colorado nonprofit corporation with an address of 2203 North 111th St., Unit A, Erie, CO 80516 (the "Lessee") (each a "Party" and collectively the "Parties").

For the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Property

The Town owns the buildings and real property located at 2203 North 111th Street, Erie, Colorado 80516 (the "Property"), including the refurbished Quonset hut (the "Leased Premises") located on the Property, as shown on Exhibit A, attached hereto and incorporated herein. The Leased Premises consists of the entirety of the Quonset hut, which contains a total of 2,734 square feet, and the outdoor space on the east and west ends of the building, which consists of a total of 1,094 square feet. Subject to the terms and conditions of this Agreement, the Town agrees to lease, demise, and let the Leased Premises unto the Lessee.

Lessee has inspected the physical condition of the Property and Leased Premises and receives the Property in "as is" condition, with all faults and defects. The Town does not make and disclaims any warranty or representation whatsoever, express or implied, and shall have no obligation or liability whatsoever, express or implied, as to the condition of or any other matter or circumstance affecting the Leased Premises.

Town further grants to Lessee the nonexclusive right to use in common with the Town and general public those areas or parts of the Property, including but not limited to restrooms, sidewalks, driveways, the adjacent parking lot, landscaped areas, and such other areas or parts of the Property as may be designated by the Town as part of the Common Areas ("Common Areas") subject to such rules and regulations as the Town may adopt and modify from time to time relative to the use of the Common Areas. The Common Areas shall at all times be subject to the exclusive management and control of the Town, and the Town shall have the right, from time to time, to establish, modify, and enforce reasonable rules and regulations with respect to all such Common Areas, and the use of such Common Areas by Lessee shall be subject to such rules and regulations. The Town may do and perform such acts in and to the Common Areas as, in the Town's good judgement, shall determine to be advisable. The Town reserves the right to make alterations, additions, deletions or changes including, but not limited to changes in size and configuration of the Common Areas, provided that (i) Lessee has access to the Leased Premises at all times, and (ii) the exercise of such rights do not unreasonably interfere with Lessee's operations in the Leased Premises. The Town reserves the right to

temporarily close the adjacent parking lot to perform necessary repairs, maintenance, and improvements to the surface parking area. The Town further reserves the right to temporarily close access to the adjacent parking lot for any Town-sponsored event or activity.

II. Term and Termination

A. *Initial Term.* This Agreement shall become effective on the Effective Date. The term of the lease shall commence on July 1, 2026 (the "Lease Commencement Date") and have an initial term of 12 months terminating on June 30, 2027 (the "Initial Term"), unless sooner terminated pursuant to the terms of this Lease.

B. *Renewal.* This Agreement may be renewed for four successive 12-month terms if Lessee provides the Town with written notice (each a "Lessee Renewal Notice") within 90 days prior to the end of the respective term, and the Town agrees in writing to such renewal within 15 days of receipt of the Lessee Renewal Notice (each a "Renewal Term," and collectively with the Initial Term, the "Term"). If the Town fails to respond in writing within 15 days of receipt of the Lessee Renewal Notice, the Town will be deemed to have agreed to the Renewal Term and the lease shall be extended for a 12-month term.

C. *Termination.*

i. Should Lessee violate any provision of this Agreement, the Town may terminate this Agreement upon 30 days' prior written notice.

ii. Concurrently with this Agreement, the Parties are entering into a Sponsorship Agreement where the Town will provide funding to Lessee in exchange for certain benefits. If the Sponsorship Agreement is terminated or the Town fails to appropriate funding for the Sponsorship Agreement, this Agreement will automatically terminate at the end of the then-current 12-month term.

D. *Early Possession.* Lessee shall have access to the Leased Premises once a temporary certificate of occupancy has been issued for the Leased Premises. The Town shall be responsible for obtaining the temporary certificate of occupancy and certificate of occupancy for the Leased Premises. Lessee may access and use the Leased Premises prior to the Lease Commencement Date, for the purpose of installing fixtures and furniture, computer equipment, telephone equipment, makerspace equipment, personal property, or other similar work in preparation for the opening of Lessee's use of the Leased Premises. Such early access and possession shall be subject to and upon all of the terms and conditions of this Agreement.

III. Rent

Lessee agrees to pay rent to the Town in the amount of \$50,000.00 for the Initial Term and each Renewal Term of this Lease. Rent shall be due and payable 60

days after the commencement of the Initial Term or Renewal Term. Rent shall be paid in the manner directed and at the place designated by the Town.

IV. Use and Occupancy

A. *Use Limitations.* The Leased Premises shall be used solely for the operation of a nonprofit, community-oriented makerspace, including but not limited to educational programming, fabrication, prototyping, training workshops, community events, and related administrative and support functions consistent with Lessee's nonprofit mission. Lessee shall not use or permit the Leased Premises to be used for any other purpose without the prior written consent of the Town, which consent may be granted or withheld in the Town's sole discretion. Lessee shall not commit or suffer to be committed any waste or damage upon the Leased Premises or any nuisance to be created or maintained thereon. Lessee shall also keep the Leased Premises free and clear from all trash, debris, and waste resulting from its use or the use by its employees, officers, agents, invitees, and visitors.

B. *Alteration of Property.* The Town shall not be required to make any improvements to or repairs of any kind or character on the Leased Premises during the term of this Lease, except as provided in this Agreement or as may be deemed necessary by the Town. Lessee shall not, without the prior written consent of the Town, make any alterations, improvements, or additions to the Property. Any approved alterations shall be performed at Lessee's sole cost and expense, in a good and workmanlike manner, and in compliance with all applicable laws, codes, and regulations. Lessee shall indemnify and hold the Town harmless against any liability, loss, damage, costs, or expenses, including attorneys' fees, on account of any claims of any nature whatsoever, including but not limited to claims of liens by laborers, material suppliers, or others for work performed or materials or supplies furnished to Lessee or persons claiming under Lessee.

C. *Hazardous Materials and Substances.* To the best of Town's knowledge, no hazardous materials are or have been contained on or about the Property and no hazardous materials were released on or about the Property by the Town. Lessee shall at all times comply with all applicable laws, including without limitation all current and future federal, State, and local statutes, regulations, ordinances, and rules relating to, without limitation the following: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; the protection of human health, safety, or the indoor or outdoor environment; all applicable environmental statutes of the State of Colorado; and all federal, State, or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders, or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance or material, as now or at any time hereafter in effect.

D. *Maintenance and Repairs.*

i. *Lessee's Obligations.* Except for the Town's obligations pursuant to subsection ii. and except for the negligence of the Town, Lessee shall keep in good repair and maintain the Leased Premises in a sanitary condition and comply with all fire, safety, health, environmental, building, zoning, anti-discrimination, and all other laws regulating the use of the Leased Premises now or hereafter in force. Lessee will be responsible for any maintenance and repair of the Leased Premises not considered a Town obligation pursuant to subsection ii.

ii. *Town's Obligations.* Town will maintain and keep in good repair, at Town's expense, the structural portions of the Leased Premises, including the roof, foundation, exterior walls, and the main plumbing, electrical, HVAC systems serving the Leased Premises; reasonable wear and tear and uninsured losses and damages caused by Lessee excluded. The term "exterior walls" shall include windows, glass or plate glass, and doors. Lessee shall promptly give the Town written notice of any repair required by the Town pursuant to this subsection, after which the Town will have a reasonable opportunity to repair the Leased Premises.

E. *Conduct.* Lessee shall not cause or permit any disorderly conduct, noise or nuisance upon or about the Property which may annoy or disturb other tenants located in the Leased Premises or persons on adjacent property.

F. *Damage.* If any part of the Leased Premises is damaged or destroyed through the intentional act, negligence, carelessness, or abuse of or by Lessee, Lessee's agents, employees, contractors, or invitees, the cost of all necessary repairs and replacements shall be paid by Lessee to the Town on demand.

G. *Covenant of Quiet Enjoyment.* The Town covenants that Lessee shall enjoy quiet and undisturbed possession and use of the Leased Premises during the Term, including any Renewal Term, subject to the terms and conditions of this Agreement.

H. *Entry and Inspection by the Town.* The Town and the Town's agents and employees shall have the right to enter the Leased Property with at least 24 hours' advance notice, and immediately in the case of emergency, for the purpose of examination or inspection, and to make such alterations, repairs, improvements, or additions to the Property as the Town deems necessary or desirable or as required by subsection D.ii.

I. *Signage.* Lessee, at its own cost, shall have the right to install signs upon the Property with the Town's prior approval, in compliance with the Town of Erie's sign code. Lessee shall remove all such signs at the termination of this Agreement. Such installations and removals shall be made in such manner as to avoid injury or damage to the Property.

J. *Care and Surrender of the Leased Premises.* At the termination of this Lease, Lessee shall deliver the Leased Premises to the Town in the same condition as the

Leased Premises were in at the beginning of the Term, ordinary wear and tear excepted; and Lessee shall remove all of Lessee's movable furniture and other effects. All moveable furniture and other effects not so removed shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by the Town without notice to Lessee or any other person, and without obligation to account therefor, and Lessee shall pay the Town all expenses incurred in connection with disposing such property. Lessee's obligation to observe or perform this covenant shall survive the termination of this Lease. Lessee shall pay before delinquency any and all taxes, assessments, and other charges levied, assessed, or imposed, and which become payable during the Term of this Lease upon Lessee's operations, occupancy, or conduct of business at the Leased Premises, or upon Lessee's equipment, furniture, appliances, trade fixtures, and other personal property of any kind installed or located on the Leased Premises.

K. *Parking.* Lessee, Lessee's employees, and Lessee's invitees shall have the non-exclusive right to use in common with the Town and all of the lessees of the Property and their respective employees, contractors, invitees, permittees, and other persons, the non-reserved common automobile parking areas, driveways, and walkways located at the Property.

V. Utilities

Lessee shall pay, prior to delinquency, all charges for utilities and services of every kind and nature used on or provided to the Leased Premises during the term of this Lease, including but not limited to water, sewer, electricity, access control, surveillance, internet and telecommunications services, and trash and waste management services.

All utility and service accounts shall be placed in Lessee's name where practicable. In the event any utility or service charge is assessed to or paid by the Town on Lessee's behalf, Lessee shall reimburse the Town for such costs within 30 days of written demand, and such reimbursement shall be deemed additional rent. The written demand provided by the Town will include a copy of the invoice or payment of such charge. The Town shall not be liable for any interruption or failure of utility or service delivery, and Lessee agrees to indemnify and hold the Town harmless from any claims arising from Lessee's use of utilities or services for which Lessee is responsible.

VI. Reporting Requirements

A. *Quarterly Reports.* The Lessee shall submit to the Town quarterly performance reports containing the following information: (1) number of events held during a reporting period; (2) a summary of events conducted during a reporting period, including event type, event attendance, and the number of paid and free events, (3) number of memberships sold or issued during a reporting period; (4) number of active memberships; (5) most recent financial statement of Lessee, including a balance sheet and profit and loss statement; and (6) other information as directed by the Town. The

first quarterly report shall be submitted on or before October 15, 2026 covering the period of June 1, 2026 through September 30, 2026. All subsequent quarterly reports must be submitted as follows:

<u>Reporting Period</u>	<u>Report Deadline</u>
October 1 – December 31	January 15
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15

B. *Annual Reports.* Lessee must submit annually to the Town, within 90 days of the end of each calendar year, financial statements of the Lessee audited by an independent certified public accountant, which must include an annual balance sheet and profit and loss statement.

C. *Submission of Reports.* All reports required by this Section must be submitted in a reasonable manner directed by the Town and on Town-approved forms.

VII. Default

A. *Event of Default.* The failure by Lessee to comply with any provision of this Agreement shall constitute a default of this Agreement. Failure of the Town to perform its obligations under this Agreement shall constitute a default of this Agreement.

B. *Remedies.* Upon a default, the Town may re-enter and take possession of the Leased Premises. In addition, the Town may take any action at law or in equity to enforce performance of any obligation of Lessee under this Agreement. The Town's remedies shall be cumulative, and the exercise of one remedy shall not prevent the exercise of any other available remedy.

C. *Attorney Fees and Costs.* If the Town brings suit to enforce any provision of this Lease or for recovery of the Leased Premises, the Town shall be entitled to all costs incurred in connection with such action, including reasonable attorney fees.

VIII. Indemnification

Lessee agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs, and assigns from and against all claims, liability, damages, losses, expenses, and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily

injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, to the extent caused by the act or omission of Lessee or Lessee's employees, volunteers, representatives, agents, or invitees.

IX. Insurance

a. *Coverages.* Throughout the term of this Agreement, Lessee shall maintain, at its sole cost and expense, insurance coverage meeting or exceeding the following requirements:

i. Commercial general liability insurance written on an occurrence form, in common use, including coverage for premises and operations, personal and advertising injury, products and completed operations, contractual liability, and broad form property damage, covering the Leased Premises and Lessee's use thereof against claims for bodily injury, death, and property damage occurring upon, in, or about the Property, with limits of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence, or such higher limits as may be required by the Town from time to time based on the nature of Lessee's operations. Coverage shall specifically include risks associated with makerspace operations, including but not limited to the use of tools, equipment, machinery, fabrication activities, educational programming, workshops, and community events involving members, volunteers, and participants.

ii. Automobile Liability with minimum limits of \$300,000 combined single limit applicable to all owned, hired, and non-owned vehicles used at the Leased Premises.

iii. Workers' compensation insurance as required by the laws of the State of Colorado, together with employer's liability coverage as customary for similarly situated organizations.

iv. Property Insurance covering Lessee's tools, equipment, furnishings, inventory, and personal property located on or within the Property, written on a replacement cost basis. The Town shall have no responsibility for loss or damage to Lessee's property.

v. Additional coverages as the Town may reasonably require based on Lessee's specific operations, including coverage related to volunteers, special events, or higher-risk activities.

b. *Form.* All policies shall be issued by solvent insurance companies licensed to do business in Colorado. The commercial policy shall be written as a primary policy, which does not contribute to and is not in excess of coverage carried by the Town. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially

changed without at least 30 days' prior written notice to the Town. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Lessee. Lessee shall be solely responsible for any deductible losses under any policy.

X. Miscellaneous

A. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

B. *Severability.* If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each provision of this Agreement shall be valid and enforceable to the extent permitted by law.

C. *Governing Law and Venue.* This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, and any legal action arising out of this Agreement shall be brought in Boulder County, Colorado.

D. *Notice.* Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first-class United States Mail to the other Party at the address set forth on the first page of this Agreement.

E. *Successors.* This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives, administrators, executors and devisees.

F. *Assignment and Subletting.* Lessee shall not assign this Agreement or sublet any portion of the Leased Premises.

G. *No Waiver.* A failure of a Party to enforce any term of this Agreement shall not be deemed to be a waiver of any other term of this Agreement.

H. *Subordination.* This Agreement is and shall be subordinate to all existing and future liens and encumbrances against the Leased Premises.

I. *No Joint Venture.* Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

J. *Governmental Immunity.* Nothing herein shall be construed as a waiver of any protections or immunities the Town may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

K. *No Third-Party Beneficiaries.* There are no intended third-party beneficiaries to this Agreement.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Lessee

COcreate Erie
a Colorado non-profit corporation

DocuSigned by:
Karen Hofmeister

Name:
Title:

EXHIBIT A
LEASED PREMISES

