

## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT** ("Lease" or "Agreement") is made and entered into this 13<sup>th</sup> day of June, 2017, by and between the **TOWN OF ERIE, COLORADO**, a Colorado municipal corporation, hereinafter referred to as the "Town" and the **ERIE CHAMBER OF COMMERCE**, a Colorado non-profit corporation, hereinafter referred to as "Lessee."

### **WITNESSETH:**

1. Lease of Premise. Town hereby leases to Lessee and Lessee hereby takes and leases from Town, the property described as follows: the building and real property located at 235 Wells Street, Erie, Colorado, herein after referred to as the "Premises."

2. Term of Lease. The term of this Lease Agreement shall be for a period commencing on July 1, 2017, and shall terminate on June 30, 2020 (herein referred to as the "Term of the Lease") unless the term on this Lease Agreement shall be sooner terminated as hereinafter provided. Taking of possession by Lessee shall be deemed conclusively to establish that the Premises and any improvements thereon are in satisfactory condition as of the date possession was taken. Lessee further acknowledges that no representation as to the repair of the Premises, nor promises to alter, remodel or improve the Premises have been made by the Town. Lessee accepts the Premises in "as is" condition.

3. Rent and Security Deposit.

A. Lessee agrees to pay to Town rent for the Premises, in advance, without demand, deduction or setoff, for the entire term hereof at the following rate: Three Dollars (\$3.00) for the entire Term of the Lease, payable at the rate of One Dollar (\$1.00) per year.

B. All yearly rent installments, as set forth herein above, shall be due and payable on or before the first day of each year of the Term, as set forth herein above, the first payment due July 1, 2017, and the remaining yearly payments due on the 1st day of July of every year thereafter through the Term of the Lease Agreement.

C. Town agrees that no deposit shall be required of Lessee.

4. Termination of Lease. This Lease Agreement shall terminate at 11:59 p.m. on June 30, 2020.

5. Taxes. Lessee agrees to pay before they become delinquent all taxes, general and special assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as "taxes") lawfully levied or assessed against the Premises. Lessee shall be solely responsible for these costs, and shall pay the costs directly to the taxing authority. In the event the taxes levied or assessed against the Premises are charged to the Town or paid by the Town, Lessee shall pay to the Town as additional rent, upon demand, all of the said taxes paid by the Town. The Town currently pays no taxes, assessments or charges, but both parties agree that in the event such taxes, assessments or charges are levied, then Lessee shall pay and be fully responsible for such taxes, assessments or charges as required of Lessee herein.

6. Alterations. Lessee shall not make any alterations, additions or improvements to the Premises without the prior written consent of the Town. Lessee may, without consent of the Town, but at its own cost and expense and in a good workmanlike manner erect, on the Premises, such equipment as Lessee sees fit for operation of the Chamber of Commerce as it may deem advisable, without altering the basic character of the Premises, building or improvements and without overloading or damaging the Premises, building or improvements and in each case complying with all applicable governmental laws, ordinances, regulations and other requirements. All alterations, additions, and improvements erected by Lessee shall be and remain the property of Lessee during the term of the Lease Agreement and Lessee shall remove all alterations, additions, and improvements erected by Lessee and restore the Premises to its original condition by the date of termination of this Lease Agreement or upon earlier vacating of the Premises. All such removals and restoration shall be accomplished in a good, workmanlike manner so as not to damage the Premises, primary structure or structural qualities of the building and other improvements situated on the Premises. At least five (5) days prior to the commencement of any work permitted to be done by persons requested by the Lessee on the Premises, the Lessee shall notify the Town of the proposed work and the names and addresses of the persons supplying labor and materials for the proposed work so that the Town may avail itself of the provisions of any applicable statutes. During any such work on the Premises, the Town, or its representative, shall have the right to go upon and inspect the Premises at all reasonable times, and shall have the right to post and keep posted thereon notices such as those provided for by any applicable statutes or to take any further action which the Town may deem to be proper for the protection of the Town's interest in the Premises.

7. Event of Default. The following events shall be deemed to be events of default by Lessee under this Lease Agreement:

A. Lessee shall fail to pay any installment of the rent herein reserved when due, or any payment with respect to taxes hereunder when due, or any other payment or reimbursement to the Town required herein when due, and such failure shall continue for a period of five (5) days from the date such payment was due.

B. Lessee shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

C. Lessee shall file a petition under any section or chapter of any bankruptcy act, or under similar law or statute of the United States or any State thereof; or Lessee shall be adjudged bankrupt or insolvent in proceedings filed against Lessee thereunder.

D. A receiver or trustee shall be appointed for all or substantially all of the assets of Lessee.

E. Lessee shall desert any substantial portion of the Premises.

F. Lessee shall fail to comply with any term, provision or covenant of this Lease Agreement, with the exception of rent payments as addressed in subpart A above, and shall not cure such failure within ten (10) days after written notice thereof to Lessee.

8. Reserved.

9. Responsibilities of Lessee.

A. Lessee warrants that the Premises will be operated as a Chamber of Commerce for the purpose of generally providing such services. Substantive changes in the operation of the Premises from the services as set forth herein, after the execution of this Lease Agreement, must first be approved, in writing, by the Town.  
following:

B. Further responsibilities of Lessee shall include, but not be limited to, the following:

- 1) The day-to-day maintenance, upkeep, repair and cleaning of the Premises;
- 2) Clean and maintain area on and around the Premises;
- 3) Payment of water and sewer rents;
- 4) Provide ordinary and customary repair and maintenance of the Premises as necessitated by the Lessee's operation of the Premises;
- 5) Payment of all telephone, gas, electric, trash pick-up and utility services;
- 6) Meet all applicable standards of the State Health Department;
- 7) Meet all Town/State Sales Tax requirements;
- 8) Trash removal;
- 9) Provision of all equipment, supplies, materials, employees and labor necessary to operate the Premises.
- 10) The responsibility for payment of all repairs and replacements of HVAC, water heater, electrical and plumbing fixtures.

10. Responsibilities of Town. Provide the Premises to the Lessee, as of the date of execution of this Lease Agreement.

11. Public Liability and Property Damage Insurance. During the term of this Lease Agreement, Lessee shall at its own expense maintain in full force and effect a policy or policies of comprehensive liability insurance, including property damage, written by one or more responsible insurance companies licensed to do business in the State of Colorado, - which company shall be approved in writing by the Town, at the Town's sole selection and discretion, in advance - that will insure Town and Lessee (and such other persons, firms or corporations as are designated by Town) against liability for injury to person and property and for death of any person or persons occurring in or about the Premises. The public liability insurance shall not be less than One Million Dollars (\$1,000,000.00) each occurrence and Two Million Dollars (\$2,000,000) aggregate, and property damage insurance shall not be less than One Million Dollars (\$1,000,000.00). Lessee shall provide the Town with copies or certificates of all policies, including, in each instance, an endorsement that such insurance shall not be cancelled except after thirty (30) days prior written notice to the Town. A copy of such policy shall be provided to the Town prior to the first day of the term of this Lease Agreement. The Town shall be named as additional insured on all insurance policies required herein.

12. Serving of Alcohol. Alcoholic beverages shall be allowed on the Premises so long as Lessee complies with the following restrictions and requirements: 1) Lessee shall comply with all applicable ordinances, laws and State requirements in its use of alcohol on the Premises, and 2) Lessee shall obtain liability insurance, in addition to that insurance required in Paragraph 11, above, specifically covering the serving, use and possession of alcohol on the Premises, which insurance shall name the Town as an additional insured, shall be in an amount approved by the Town in advance, and a copy of such policy shall be provided to the Town prior to the allowance of alcohol on the Premises.

13. Signs. Lessee shall have the right to install signs upon the Premises only when first approved in writing by the Town and subject to any applicable governmental laws, ordinances, regulations and other requirements. Lessee shall remove all such signs at the termination of this Lease Agreement. Such installations and removals shall be made in such manner as to avoid injury or defacement of the Premises, and Lessee shall repair any injury or defacement, caused by such installation and/or removal. Lessee shall not place or display political or election signs, banners, posters or endorsements for any political or election cause, candidate or party anywhere on the Premises without first obtaining, in writing, consent from the Town.

14. Inspection. The Town and the Town's agents and representatives shall have the right to enter and inspect the Premises at any reasonable time during business hours, for the purpose of ascertaining the condition of the Premises or in order to make such repairs as may be required or permitted to be made by the Town under the terms of this Lease Agreement. Lessee shall give written notice to the Town at least thirty (30) days prior to vacating the Premises and shall arrange to meet with the Town for a joint inspection of the Premises prior to vacating.

15. Utilities. Lessee shall pay for cost of all utilities and services, of every kind and nature, used on the Premises. Service shall be designated in the name of the Lessee as of the date of this Lease Agreement. Lessee shall pay for such costs directly. With regard to any costs which the Town must pay on Tenant's behalf, such costs shall be paid by Lessee to the Town as incurred and shall be considered as additional rent.

The Town shall in no event be liable for any interruption or failure of utility services on the Premises. Lessee agrees to pay promptly for all such utilities and services and to indemnify and hold harmless the Town from any and all claims for payment of the utilities and services for which Lessee has sole responsibility.

16. Damage and Destruction.

A. If the Premises should be totally destroyed by fire, tornado or other casualty, or if they should be so damaged thereby that rebuilding or repairs cannot in the Town's estimation be completed within One Hundred Twenty (120) days after the date upon which the Town is notified by Lessee of such damage, the Town or the Lessee may terminate this Lease Agreement, and the rent shall be abated during the unexpired portion of this Lease Agreement, effective upon the date of the occurrence of such damage.

B. If the building or improvements situated upon the Premises should be damaged by any peril covered by the insurance provided by the Lessee but only to such extent that rebuilding or repairs can, in the Town's estimation, be completed within One Hundred Twenty (120) days after the date upon which the Town is notified by Lessee of such damage, this

Lease Agreement shall not be terminated and the Town shall at its sole cost and expense thereupon proceed with reasonable diligence to rebuild and repair such building to substantially the condition in which it existed prior to such damage. If the Premises is untenable in whole

or in part following such damage, the rent payable hereunder during the period in which it is untenable shall be reduced to such extent as may be fair and reasonable under all of the circumstances. In the event that the Town shall fail to complete such repairs within One Hundred Twenty (120) days after the date upon which the Lessee is notified by Town of such damage, Lessee may at its option terminate this Lease Agreement by delivering written notice of termination to the Town as Lessee's exclusive remedy, whereupon all rights and obligation hereunder shall cease and terminate.

17. Holding Over. Lessee will, at the termination of this Lease Agreement by lapse of time or otherwise, yield up immediate possession of the Premises to the Town. If the Town agrees in writing that Lessee may hold over after the expiration or termination of this Lease Agreement, unless the parties hereto otherwise agree in writing on the terms of such holding over, the hold over tenancy shall be subject to termination by the Town at any time upon not less than ten (10) days advance written notice, or by Lessee at any time upon not less than thirty (30) days advance written notice, and all of the other terms and provisions of this Lease Agreement shall be applicable during that period. No holding over by Lessee, whether with or without the consent of the Town, shall operate to extend this Lease Agreement except as otherwise expressly provided. The provisions of this paragraph shall not be construed as the Town's consent for Lessee to hold over.

18. Town's Indemnity and Non-Liability.

A. Lessee is not an agent nor an employee of the Town hereunder, and all of its activities relating to the Premises shall be in its capacity as independent contractor to the Town.

1) Obligation of the Lessee. Lessee shall pay all obligations and defend all disputed claims arising out of or resulting from Lessee's activities conducted in connection with or incidental to the use of the Premises and this Lease Agreement. Lessee shall keep the Town fully advised of any such matters.

2) Indemnification by Lessee. Lessee agrees to indemnify, hold harmless and defend the Town, its officers, agents and employees, from and against all liability for any and all claims, liens, suits, demands or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorney's fees and other costs arising out of or resulting from Lessee's acts, omissions or tort liabilities in any way related to the Premises and the operation of the Premises.

3) Notice of Claims. Lessee and the Town will provide each other with prompt written notice of any event covered by the indemnity section of this Lease Agreement and in the event a claim or action is filed, each party may employ attorneys of its own choosing to appear and defend the claim or action on its behalf.

B. Lessee agrees to pay and discharge any mechanics, materialmen's or other lien against the Premises or Town's interest therein claimed in respect of any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or upon the request of Lessee, provided that Lessee may contest such lien claim upon furnishing to Town such indemnification for the final payment and discharge thereof, together with the costs and

expense of defending the same, as the Town may reasonably require.

19. Remedies. Upon the occurrence of any of such events described in Paragraph 7, or any default of the requirements of this Lease Agreement by Lessee, the Town shall have the option to pursue anyone or more of the following remedies without any notice or demand whatsoever:

A. Terminate this Lease Agreement, in which event Lessee shall immediately surrender the Premises to the Town, and if Lessee fails to so do, the Town may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying such Premises or any part thereof, without being liable for prosecution of any claim of damages therefor; and Lessee agrees to pay to the Town on demand the amount of all loss and damage which the Town suffered by reason of such termination, whether through inability to re-let the Premises on satisfactory terms or otherwise.

B. Enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying such Premises or any part thereof, without being liable for prosecution or any claim for damages therefor, and re-let the Premises and receive the rent therefor; and Lessee agrees to pay to the Town on demand any deficiency that may arise by reason of such re-letting. In the event the Town is successful in re-letting the Premises at a rental in excess of that agreed to be paid by Lessee pursuant to the terms of this Lease Agreement, the Town and Lessee each mutually agree that Lessee shall not be entitled, under any circumstances, to such excess rental, and Lessee does hereby specifically waive any claim to such excess rental.

C. Enter upon the Premises, without being liable for prosecution or any claim for damages therefor, and do whatever Lessee is obligated to do under the terms of this Lease Agreement; and Lessee agrees to reimburse the Town on demand for any expenses which the Town may incur in thus effecting compliance with Lessee's obligations under this Lease Agreement, and Lessee further agrees that the Town shall not be liable for any damages resulting to the Lessee from such action.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to the Town hereunder or of any damages accruing to the Town by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by the Town or its agents during the term hereby granted shall be deemed a termination of this Lease Agreement or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease Agreement or accept a surrender of said Premises shall be valid unless in writing signed by the Town. No waiver by the Town of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. The Town's acceptance of the payment of rent or other payment hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless the Town so notifies Lessee in writing. Forbearance by the Town to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of the Town's right to enforce any such remedies with respect to such default or any subsequent default. In the event that any action is filed in relation to this Lease Agreement, the unsuccessful party in the action shall pay

to the successful party, in addition to all other sums that either party may be called upon to pay, a reasonable sum for the successful party's attorney's fees.

20. Americans with Disabilities Act. Lessee acknowledges, understands and agrees that the Premises are not in compliance with all applicable provisions of The Americans With Disabilities Act (hereinafter the "ADA"). Lessee further acknowledges, understands and agrees that the Town does not currently plan to bring the Premises into compliance with the ADA. Lessee waives any and all claims it may have (now or in the future) against the Town based in any way upon the Premises' non-compliance with the ADA.

21. Reserved.

22. Reserved.

23. Notices. All notices, demands, or other documents required or desired to be given, made or sent to either party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed, postage prepaid, certified mail, return receipt requested, as follows:

If to the Town:	Town of Erie P.O. Box 750 Erie, CO 80516 Attn: Town Administrator
With a Copy to: (which shall not constitute notice)	Mark R. Shapiro, Esq. Mark R. Shapiro, P.C. 1650 - 38th Street, Suite 103 Boulder, CO 80301
If to Lessee:	Erie Chamber of Commerce P.O. Box 97 Erie, CO 80516 Attn: President

The addresses for notices may be changed by written notice given to the other party as provided herein above.

24. Expiration of the Term of this Agreement. Upon the expiration of the term of this Agreement, or upon termination as allowed herein, Lessee agrees to surrender and deliver up the Premises in as good order and condition as when the same were entered upon by Lessee, ordinary wear and tear excepted.

25. Environmental and Safety Considerations.

A. Leased Property "As Is." The Lessee agrees that the Premises is leased "as is." The Town makes no warranty, written or implied, that the Premises is fit for any purpose or that it meets any federal, state, county or local law, ordinance or regulation applying to the Premises.

B. Hazardous Materials. The Lessee agrees that it is fully responsible for compliance with all rules and regulations relating in any way to the use, storage and disposal of hazardous materials. The Lessee agrees to comply with all federal, state, and local regulations that in any way relate to hazardous materials as well as regulations relating to underground storage tanks promulgated pursuant to 42 USC § 6901, et seq. and any and all provisions of the Safe Drinking Water Act, 42 USC § 300F, et seq. and the regulations promulgated thereunder.

1) Hazardous Materials Generally Prohibited. The Lessee shall not permit any hazardous material (as defined in anyone or more federal statutes or in the California "Proposition 65" list of hazardous materials, 22 CCR 12000, *et seq.* [see also, 40 CFR 268.32]) or petroleum products and/or distillates thereof to be brought upon, treated, kept, stored, disposed of, discharged or leased, produced, manufactured, generated, refined, processed or used upon, about, above or beneath the Premises or any portion thereof by anyone without prior written consent of the Town.

2) Exception to Hazardous Material Prohibition. Despite the provisions of paragraph 26.B.1, the Lessee shall have the right to use hazardous materials or petroleum products and/or distillates thereof for day-to-day use in the normal occupancy and operation of the Premises.

3) Hazardous Materials Security Precautions. As noted above, only those hazardous materials that are necessary or use useful to the Lessee's business may be brought onto the Premises. Any hazardous material permitted on the Premises, and all containers therefore, shall be used, kept, stored and disposed of in a manner that complies with all federal, state and local laws or regulations applicable to any such hazardous material. The Lessee shall not discharge, leak or emit, or permit to be discharged, leaked or emitted any material into the Premises ground, sewer system or any body of water, if that material does or may pollute or contaminate the same, or may have any adverse effect on the health, welfare or safety of persons, whether located on the Premises or elsewhere, or on the conditions, use or enjoyment of the Premises.

4) Special Indemnification Obligation Concerning Hazardous Materials. The Lessee hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage and disposal of hazardous materials kept on the Premises by the Lessee, and the Lessee shall give immediate notice to the Town of any violation or potential violation of any of the language contained herein relating to hazardous materials. If hazardous materials are used, stored, generated or disposed of on the Premises by the Lessee or any of its assignees, or if the Premises becomes contaminated in any manner due to actions or inactions of the Lessee, the Lessee shall indemnify the Town as follows. To the extent it legally may, the Lessee shall defend, indemnify and hold harmless the Town, its employees and agents from and against any and all claims, damages (including a decrease of the value of part or all of the Premises), penalties, fines, settlements, judgments, costs or expenses (including attorney's and consultant's fees, court costs and litigation expenses) of whatsoever nature or kind, known or unknown, contingent or otherwise, arising during or after the term of this Lease Agreement and as a result of those actions or inactions by the Lessee which are in any way related to:



a) The presence, disposal, release or threatened release of any such hazardous material that is on, from or affecting the soil, water, vegetation, buildings, personal property, persons, animals or otherwise;

b) Any personal injury (including wrongful death or property damage, real or personal) arising out of or related to that hazardous material;

c) Any lawsuit brought or threatened, settlement reached or government order relating to that hazardous material; or

d) Any violation of any laws or regulations applicable thereto.

This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision. Without limitation of the foregoing, if the Lessee causes or permits the presence of any hazardous material on the Premises and that results in contamination, the Lessee shall promptly, at its sole expense, take any and all necessary action to return the Premises to the condition existing prior to the presence of any such hazardous material being on the Premises. The provisions of this paragraph shall be in addition to any other obligations and liabilities the Lessee may have to the Town at law or equity and shall survive the termination of this Lease Agreement.

C. Compliance with Laws. The Premises will not be used, nor will the Lessee permit the Premises to be used, for purposes prohibited by the laws of the United States, the State of Colorado or the Town of Erie. The Lessee shall post appropriate signs on the Premises, including signs which identify areas open for recreational use. The Lessee shall also install and maintain markers and fences as necessary for the regulation and protection of the public. All signs, markers and fences shall be in a style and form satisfactory to the Town.

D. Law Enforcement. The Lessee shall be responsible for enforcement of all laws to promote the orderly and peaceful use of the Premises by the public.

E. Provisions to Survive Termination. The provisions of this paragraph 25 shall be in addition to any other obligations and liabilities the parties may have at law or equity, and shall survive the termination of this Lease Agreement.

26. Effect of Conveyance. If during the lease term the Town shall decide to sell its interest in the Premises, then this Lease Agreement shall terminate and Lessee shall return the Premises to the Town. The Lease Agreement shall terminate following written notice to the Lessee that a sale or conveyance of the Premises is anticipated by the Town. Written notice shall be given to Lessee at least thirty (30) days prior to the date of termination of the Lease Agreement, as designated by the Town.

27. Termination by Town or Lessee. Either the Town or the Lessee may terminate this Lease Agreement at any time, for any reason, by giving at least ninety (90) days prior written notice to the other party of such termination and specifying the effective date of the termination.

## 28. Miscellaneous.

A. No Sublease, Transfer or Assignment. Lessee shall not assign, transfer or sublease this Lease Agreement without the express prior written consent of the Town, which consent may be withheld at the sole discretion and election of the Town. Consent by Town to any assignment, transfer or subletting shall not relieve the Lessee from its obligations for the payment of all rent due hereunder and for the full and faithful observance and performance of the covenants, terms and conditions herein contained. Consent of the Town to an assignment, transfer or subletting shall not in any way be construed to relieve the Lessee from obtaining the consent of the Town to any further assignment, transfer or subletting.

B. Default. Lessee shall be considered in default if it fails to comply with any provision of this Lease Agreement or bid proposal.

C. Entire Agreement. This Agreement constitutes the entire Agreement between the parties. This Agreement may not be altered, changed or amended except by an instrument in writing signed by both the parties.

D. Interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

E. Terms Binding. The terms, provisions and covenants and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective legal representatives, successors and permitted assigns, except as otherwise herein expressly provided.

F. Captions. The captions herein are inserted in this Agreement for convenience only and in no way define, limit or describe the scope or intent of this Agreement, or any provision hereof, nor in any way affect the interpretation of this Agreement.

G. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

H. Amendments. No amendment or modification of this Agreement, or any approvals or permission of Town required under this Agreement, shall be valid or binding unless reduced to writing and executed by the parties hereto in the same manner as the execution of this Agreement.

I. No Waiver. No assent, express or implied, to any breach of anyone or more of the covenants or agreements herein shall be deemed to be taken to be a waiver of any succeeding or other breach. The various rights, remedies, powers, options and elections of the Town reserved, expressed or contained in this Agreement are cumulative and no one of them shall be deemed to be exclusive of the others or of such other rights, remedies, powers, options or election as are now or may hereafter be conferred upon the Town by law.

J. Force Majeure. If the ability of either party to meet its obligations hereunder is prevented by any cause of force majeure or act of god beyond the control of either party, then such failure to meet the obligation caused thereby shall be without penalty or default.

K. Attorneys' Fees. In the event of any action or proceeding brought by either party under this Lease Agreement, the prevailing party shall be entitled to recover Court costs, costs of the action, and reasonable attorneys' fees.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease Agreement on the day and year first-above written.

**TOWN:**  
**TOWN OF ERIE, COLORADO,**  
**a Colorado municipal corporation**

By: \_\_\_\_\_  
Tina Harris, Mayor

ATTEST:

By: \_\_\_\_\_  
Nancy Parker, Town Clerk  
ATTEST:

**LESSEE:**  
**ERIE CHAMBER OF COMMERCE, a**  
**Colorado non-profit corporation**

By: \_\_\_\_\_  
Jeff Wagnaar, President

ATTEST:

By: \_\_\_\_\_  
Elle Cabbage, Executive Director