

**LEASE AGREEMENT  
BETWEEN  
SCHOOL DISTRICT 27J  
AND  
EAGLE COUNTY SCHOOL DISTRICT 50J  
FOR LEASE OF MODULAR CLASSROOM UNIT TO EAGLE COUNTY SCHOOL  
DISTRICT 50J**

THIS LEASE AGREEMENT (“Lease”) is entered into this 23<sup>rd</sup> day of May, 2018, by and between Brighton School District 27J, (hereinafter “SD27J” or “Landlord”) and Eagle County School District 50J, (hereinafter “ECSD”, or “Tenant”).

WHEREAS, SD27J agrees to lease the four (4) classroom modular unit currently in storage to Eagle District 50J for the 2018-2019 school year.

WHEREAS, Eagle District 50J agrees to terms and conditions as for specifically set forth herein.

NOW, THEREFORE, for the consideration hereinafter set forth, the Parties agree as follows:

1. SD27J agrees to lease the 56’ x 72’ modular classroom unit that is currently in storage at Pac-Van to ECSD from June 1, 2018 thru May 31, 2019 (floor plan drawing attached).
2. ECSD will pay SD27J a lump sum of \$10,000 in consideration for the lease period.
3. ECSD will be responsible for the costs for all transportation, set-up, utility connection, permits, code required upgrades, and necessary improvements to make the modular functional and safe for school use. This will also include painting of the classrooms, ceiling repair, carpet patch / replacement, Voice Evacuation FA upgrades, installing wireless access points, white boards, ramping, etc.
4. At the end of the lease term, ECSD will be responsible for the costs to transport and set-up the modular unit either back at storage in the Pac-Van yard, located at 10250 Brighton Road, Henderson, CO 80640, or at the direction of SD27J any site owned by SD27J
5. Should SD27J plan to utilize the modular classroom in the 2019-20 school year, transport and set-up costs will be by ECSD. Any costs for site improvements, utility connections, permits, shall be by SD27J.
6. ECSD agrees to clean, maintain, and return the modular classroom unit in the same, if not better condition, than the units were received by ECSD. A formal inspection will be conducted at the start and completion of the lease term with improvements completed by ECSD.
7. ECSD agrees to insure the buildings for damage, naming SD27J as additional insured under their current policy. ECSD will carry the same coverage on the SD27J units that are currently held by ECSD on the modular owned and in use by ECSD. A copy of the Certificate of Insurance showing SD27J as additional insured will be provided.
8. ECSD will contract with Pac-Van for the setup and placement of the unit for both the trip from Henderson to Minturn, CO and the return from Minturn, CO to a location to be

determined by School District 27J. Pac-Van will provide insurance and coverage for the transportation and set-up of the unit as is typical for their services naming SD27J as the insured.

9. ECSD will indemnify and hold harmless SD27J from liability arising from the use of the units
10. ECSD is solely responsible for the payment of all water, sewer, electricity, gas, and other utilities consumed by ECSD on the Premises during the Term and for the reasonable maintenance of all utilities serving the Premises.
11. If ECSD fails to comply with the terms of this Lease, Landlord may take any required action and charge the costs thereof to ECSD. Failure to pay such additional charges shall be a violation of this Lease. ECSD may be evicted pursuant to Colorado statutes if ECSD does not comply with all the terms of this Lease and for all other causes allowed by law. ECSD must pay all costs, including reasonable attorney fees, related to the eviction and the collection of monies owed SD27J, along with the cost of re-entering, securing, and repairing the Premises.
12. Compliance with Laws/Hazardous Use. ECSD will not keep anything on the Premises which is dangerous, flammable, explosive, or that might increase the danger of fire or any other hazard. There shall be no waste disposal or dumping on the Premises, including the disposal or storage of construction materials.
13. No Waiver by Landlord. Landlord does not give up rights by failing to enforce any terms of the Lease.
14. Assignment and Subleasing. Tenant may not assign this Lease, or sublet the whole or any part or parts of the Premises, without the prior written consent of the Landlord, which consent shall not be reasonably withheld or delayed; but no assignment or subletting shall relieve Tenant from its continuing liability from the entire performance of this Lease. In the event of a sublease, Tenant shall inform the sublessee of the provisions of this Lease and ensure that the sublessee agrees to abide by the terms of this Lease. Landlord shall be sent the contact information of any sublessee. To the extent allowed by law, and subject to the provisions of the Colorado Governmental Immunity Act, Tenant shall indemnify Landlord for any claims brought by sublessee, its employees, invitees, and guests brought against Landlord arising from sub lessee's occupation of the Premises.
15. Entry by Landlord. Upon reasonable notice, Landlord may enter the Premises to inspect it or to protect Landlord's rights pursuant to this Lease. In the case of an emergency or the Tenant's absence, the Landlord may enter the Premises without Tenant's consent.
16. Termination. This Lease may be terminated without cause by either Party by giving written Notice of Termination to the other Party no less than ninety (90) days prior to the date of termination.

Notice. Any notices given under this Agreement are deemed to have been received and to be effective: (i) three (3) days after the same shall have been mailed by regular mail, postage prepaid; (ii) immediately upon hand delivery; or (iii) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below.

For Landlord:  
School District 27J  
Attention: Superintendent  
18551 E. 160<sup>th</sup> Avenue  
Brighton, CO 80601

For Tenant:  
Eagle County School District  
Attention: Sandra Mutchler, Chief Operating Officer  
904 Chambers Avenue  
Eagle, CO 81631

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement which shall be in full force and effect the day and year first above written.

Eagle County School District 50J

Sandra Mutchler  
ECSD Chief Operating Officer

School District 27J

Dr. Chris Fiedler, Superintendent

Attachments:  
Floor Plan