

## SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT, made between **School District 27J** ("Tenant"), whose address is 18551 East 160<sup>th</sup> Avenue, Brighton, CO 80601, and Carrie Radmann (dba "D'lish Catering") ("Subtenant"), a Colorado Corporation, whose address is 24150E. 155<sup>th</sup> Avenue Brighton CO 80603, is effective as of December 15, 2018.

WHEREAS, Tenant leases certain real property and buildings thereon, as described on Schedule 1 attached hereto, located at 1850 Egbert, Suite G-50 Brighton, Colorado in Adams County, Colorado ("Premises") that Tenant desires to sublease to Subtenant for the purposes and under the terms and conditions hereinafter set forth; and

WHEREAS, Subtenant desires to lease the Premises for the purposes and under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the payment of the rent and the performance of each of the provisions of this Lease Agreement, the parties agree as follows:

**1. LEASE OF PREMISES.** Tenant leases to Subtenant and Subtenant accepts from Tenant the above described premises subject to the terms and conditions of this Lease Agreement.

**2. PURPOSES OF USE AND OCCUPANCY.** Subtenant agrees to share in the use of the Premises as a Catering Preparation Kitchen and related uses unless Subtenant obtains the prior written approval of Tenant for some other or additional use. Subtenant agrees to use the premises in accordance with a schedule developed by the Tenant. Subtenant agrees to comply with all provisions of all statutes, ordinances, and regulations that may be applicable to the Premises or to Subtenant's occupation and use, including, without limitation, compliance with local, state, and federal employment, environmental, zoning, land use, nuisance, and noise laws and regulations.

**3. TERM.** The term of this Lease shall commence December 15, 2018 and continue through June 14<sup>th</sup>, 2019.

**4. RENT.**

**4.1** Subtenant shall pay Tenant \$1,020.00 per month as rent with the first monthly payment due on December 15, 2018 and each monthly payment thereafter due on the 15<sup>th</sup> day of the month. Subtenant shall have a grace period of 5 days from the rental due date within which to deliver the rental payment to Tenant without accruing any interest or late fee. Any rental payment received by Tenant after the expiration of the grace period shall be subject to a late fee of 5% of the amount due and interest on the amount due at the rate of 15% per annum from the due date until the date the amount due is paid in full. All payments shall be applied first to any late fee, then to interest, and then to principal. The failure to charge or collect a late fee or default interest shall not constitute a waiver of Tenant's right to charge and collect such payments in connection with any other late payment.

**4.2** The parties acknowledge and agree that as a public school district, Tenant is exempt from payment of real property taxes on its property. Subtenant shall pay all real property taxes attributable to its leasehold interest in the Premises, commencing with the effective date of this lease.

**5. EQUIPMENT, FURNITURE, FIXTURES, AND OTHER PERSONAL PROPERTY.** All equipment, furniture, and other personal property located on or brought onto the Premises by Subtenant shall be and remain the property of Subtenant and Subtenant shall remove same upon the expiration or termination of this Lease. Subtenant shall be responsible for any damage caused to the Premises by, during, or in connection with the installation or removal of Subtenant's equipment, furniture, and other personal property on or from the Premises.

**6. UTILITIES.** All costs for the utilities (gas, water and electric) used by the Subtenant are included in the rent. If trash removal services, otherwise provided by the Landlord, are not deemed to be sufficient by the Tenant for the permitted use of the premise by the Subtenant, the Subtenant agrees to pay one-third of the cost of any additional trash removal services requested by the Tenant for the use of this facility.

**7. TAXES.** In addition to payment of real property taxes, Subtenant shall be responsible for payment of all other taxes, fees, assessments and charges levied against the Premises and Subtenant's use of the Premises, including but not limited to personal property taxes, use taxes, excise taxes and sales taxes. If any personal property taxes are assessed and taxed with the real property, Subtenant shall pay such taxes to Tenant within 15 days of receiving notice from Tenant of the amount due as provided in paragraph 4.2 above.

## **8. CONDITION OF PREMISES.**

**8.1** Subtenant accepts the Premises in its present condition. Upon the expiration or termination of this Lease, Subtenant shall return the Premises to Tenant in the same condition except for ordinary wear and tear. Any damage or deterioration of the Premises shall not be deemed ordinary wear and tear if the same could have been prevented by prudent maintenance practices by Subtenant.

**8.2** Subtenant shall comply with all laws, regulations, and governmental orders promulgated by federal, state, and local authorities. Further, Subtenant shall comply with all laws, regulations and governmental orders pertaining to public health, safety, or the environment and Subtenant shall not cause or permit any environmental contamination or release of hazardous materials on, in, or under the Premises. Subtenant will immediately notify Tenant and provide copies of all written complaints, claims citations, inquiries or notices relating to the condition of the Premises or compliance with environmental laws. Subtenant will, at Subtenant's sole expense, promptly cure any such actions or proceedings to the satisfaction of Tenant.

**9. REPAIRS AND MAINTENANCE.** Subtenant shall maintain the Premises, including all building systems, in good condition during the Lease term. Subtenant shall promptly repair all damage to the Premises and repair or replace all damaged or broken fixtures and appurtenances, including any personal property set forth on Schedule 1. If Subtenant fails to make any repairs or replacement, Tenant, at its election, may make such repairs or replacement and Subtenant shall reimburse Tenant for all costs of same and pay Tenant an amount equal to 10% thereof as compensation for supervising the repairs or replacement.

**10. ALTERATIONS AND ADDITIONS.** Subtenant may not make any improvements, alterations, or additions to the Premises without obtaining the prior written approval of Tenant, which approval may be arbitrarily withheld. If Tenant consents to any improvements, alterations, or additions to the Premises, Tenant shall not allow any lien to be filed against the Premises with regard to same. Tenant has the right to post such notice on the Premises as permitted by law to absolve Tenant and the Premises from any liability for such improvements, alterations, or additions.

**11. CASUALTY.** Subtenant shall be responsible, if it so chooses, for maintaining insurance on its own personal property stored or used on the Premises.

**12. INDEMNIFICATION.**

**12.1** Subtenant shall indemnify and hold Tenant harmless from all liability, claims, demands, or expenses (including reasonable attorneys' fees) resulting from or related to any injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, death, disease, property loss or damage, or any other losses of any kind whatsoever, that arise out of or are in any manner connected with Subtenant's use of the Premises where such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, negligence, or other fault of Subtenant, any subcontractor of Subtenant, or any officer, employee, representative, or agent of Subtenant. Subtenant agrees to investigate and, at the request of Tenant, handle and/or defend against any such claims or demands at the sole expense of Subtenant, whether or not any such alleged claims or demands are groundless, false, or fraudulent. As a material part of the consideration to Tenant for this Lease, Subtenant assumes all risk of damage to property or injury to person in, upon or about the Premises from any cause, and Subtenant hereby waives all claims with respect thereto against Tenant, except if directly caused by Tenant's negligence or willful misconduct and Subtenant waives all claims against Tenant for consequential or punitive damages arising from any cause whatever. Subtenant shall give immediate notice to Tenant in case of casualty or accidents at the Premises.

**12.2** Tenant shall indemnify and hold Subtenant harmless from all liability, claims, demands, or expenses (including reasonable attorneys' fees) resulting from or related to any injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, death, disease, property loss or damage, or any other losses of any kind whatsoever, that arise out of or are in any manner connected with Tenant's use of the Premises where such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by,

the act, omission, error, negligence, or other fault of Tenant, any subcontractor of Tenant, or any officer, employee, representative, or agent of Tenant.

**12.3** Subtenant shall indemnify and hold Tenant harmless against any loss, liability, expense, or claim, including, but not limited to, attorneys' fees, disbursements, laboratory fees, and consultants' fees, which Tenant may sustain as a result of, or on account of, any claims arising from the enforcement of any environmental protection laws by any federal, state or local authority, or by reason of Subtenant's failure to perform any obligations imposed pursuant to any federal, state, or local environmental protection laws, regulations, or policies. Subtenant shall not be responsible for any loss, liability, expense, or claim related to any condition created or contributed to by Tenant, which condition is violative of any environmental law, regulation, or policy.

**12.4** The foregoing indemnifications shall survive the expiration or termination of this Lease Agreement and shall inure to the benefit of the respective indemnitees and their heirs, successors, and assigns.

### **13. INSURANCE.**

**13.1** Subtenant shall procure and maintain the minimum insurance coverages listed in this Section. Such coverages shall be procured from insurers which are authorized to do business in the State of Colorado and which maintain at least an A- rating in Best's Insurance Report. All policies shall be issued as primary policies and shall contain an endorsement requiring thirty days' written notice from the insurance company to both Tenant and Subtenant before cancellation or change in the coverage, scope, or amount of any policy. Subtenant shall provide Tenant with a certificate of insurance for each policy required under this Lease which indicates the coverage and that the premium has been paid. Certificates of insurance for renewal or new policies shall be provided to Tenant not less than ten days before expiration of the existing policy. The minimum limits of insurance coverage shall not limit the liability of Subtenant for its acts or omissions as provided in this Lease.

**13.2** Subtenant shall procure and maintain the workers' compensation insurance required by law for covering Subtenant's employees working at or in connection with Subtenant's use of the Premises. Subtenant shall also require all of its contractors and subcontractors to procure and maintain the workers' compensation insurance required by law for covering workmen working at or in connection with Subtenant's use of the Premises.

**13.3** Subtenant shall procure and maintain general liability and property damage insurance with a single combined liability limit of not less than \$2,000,000 and property damage limits of not less than \$1,000,000, insuring against all liability of Subtenant and its directors, officers, employees, and agents arising out of or in connection with Subtenant's use or occupancy of the Premises or the acts or omissions of Subtenant or its employees or agents at the Premises. Tenant shall be named as an additional insured on the policy, and the policy shall contain cross-liability endorsements.

**13.4** Subtenant shall procure and maintain automobile comprehensive liability insurance with a single combined liability limit of not less than \$1,000,000 with respect to each of Subtenant's vehicles.

**13.5** Subtenant agrees to maintain its existing fire and casualty insurance coverage on the Premises during the term of the Lease Agreement and to provide that Tenant is named as an additional insured on the policy.

**13.6** Tenant agrees to maintain casualty and property damage insurance on the Premises in amounts determined reasonable by the Tenant. In addition, the Tenant agrees to maintain public liability insurance in an amount not less than \$1,000,000 per occurrence.

#### **14. DEFAULT.**

**14.1** Either of the following events shall constitute an "event of default": (i) failure to pay rent within the 5 day grace period provided in paragraph 4.1, or (ii) failure to perform or observe any of the covenants contained in this Lease Agreement and such failure is not remedied within 15 days after written notice specifying the failure has been given to Subtenant.

**14.2** In the event of default, Tenant may exercise any remedy available by law, including without limitation the right to give the Subtenant written notice of termination of this Lease at which time Subtenant's right of possession of the Premises shall cease. In such event Subtenant shall be liable for rent prorated to the date of termination or relinquishment of possession, whichever is later. In addition, Tenant and its agents may immediately re-enter and take possession of the Premises, or any part thereof, either by summary proceedings, or by any other applicable action or proceeding, or by force or otherwise (without being liable for indictment, prosecution or damages therefore) and may repossess the Premises and expel Subtenant.

**15. ASSIGNMENT AND SUBLEASE.** Subtenant shall not assign this Sublease or sublet any part of the Premises without the prior written consent of the Tenant, which consent may be arbitrarily withheld. If Tenant conveys title to the Premises to a third party, Tenant shall assign this Lease to such third party and upon such assignment Tenant shall have no further liability under this Lease to Subtenant.

**16. HOLDING OVER.** If, after the expiration of this Lease Agreement, Subtenant shall remain in possession of the Premises and continue to pay rent without any express agreement as to such holding, then, at Tenant's option, such holding over may be deemed to constitute a tenancy from month to month, subject to all terms and conditions of this Lease Agreement; provided, however, that Tenant may terminate such tenancy at any time by providing one day's notice to Subtenant.

**17. TENANT'S ACCESS TO PREMISES.** Tenant and its agents shall have the right at all reasonable times to enter the Premises to inspect the Premises; post the Premises for protection against mechanics' liens; and make repairs or replacements that Tenant considers necessary.

**18. SIGNS.** Subtenant shall not install any signs on the exterior or in the interior of the Premises, other than the signage in place at the commencement of this Lease Agreement, without obtaining Tenant's written approval, which approval may be arbitrarily withheld.

**19. COVENANT OF QUIET ENJOYMENT.** Tenant covenants and warrants that Tenant has full right and authority to enter into this Lease Agreement for the full term and that Tenant will deliver the Premises free and clear of all other tenancies. Tenant further covenants that Tenant, upon paying the rent and upon performing Subtenant's covenants under this Lease Agreement, will have, hold, and enjoy quiet possession of the Premises during the Lease term.

**20. MISCELLANEOUS.**

**20.1 NO WAIVER.** The parties agree that no assent, expressed or implied, to any breach of any one or more of the covenants of this Lease Agreement shall be deemed or taken to be a waiver of any such breach or succeeding breach.

**20.2 AMENDMENT OR MODIFICATION.** No amendment or modification of this Lease Agreement shall be valid unless set forth in writing and executed by the parties in the same manner as this Lease Agreement.

**20.3 NOTICES.** Any notice that either party desires or is required to give to the other under this Lease Agreement shall be effective when personally delivered or upon the second day after mailing the notice by certified mail, return receipt requested, addressed to the party at the address noted in the introduction or such address known by the sender to be the address of the receiving party unless the receiving party receives the notice prior to that day.

**20.4 BINDING EFFECT.** This Lease Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns.

**20.5 GOVERNING LAW.** This Lease Agreement shall be construed and governed by the laws of the State of Colorado.

**20.6 ENTIRE AGREEMENT.** This Lease Agreement constitutes the entire agreement of the parties regarding the subject matter of this Agreement and supersedes all prior agreements, verbal or written, which pertain to the subject matter of this Agreement.

(Signatures on following page)

IN WITNESS WHEREOF, the Tenant and Subtenant have signed this Lease Agreement with the intent that it be effective as of the date and year set forth in the introduction.

Tenant:

Subtenant:

**BRIGHTON SCHOOL DISTRICT 27J**

By: \_\_\_\_\_  
Superintendent

By: \_\_\_\_\_

STATE OF COLORADO        )  
  ) ss:  
COUNTY OF ADAMS        )

Subscribed, sworn to, and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2006, by \_\_\_\_\_.

WITNESS MY HAND AND OFFICIAL SEAL.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF COLORADO        )  
  ) ss:  
COUNTY OF ADAMS        )

Subscribed, sworn to, and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2006, by \_\_\_\_\_, Superintendent of Brighton School District 27J.

WITNESS MY HAND AND OFFICIAL SEAL.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public