

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made and entered into this ___ day of _____ 2024, by and between Timberline Fire Protection District, a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, Colorado Revised Statutes (the “Landlord”), and Gilpin Ambulance Authority (the “Tenant” and together with Landlord, the “Parties,” or either of the Parties individually, the “Party”). The Parties therefore agree as follows:

1. **Premises.** Landlord leases to Tenant and Tenant leases from Landlord limited space in the building located at 660 Highway 46, Black Hawk, Colorado 80422, and commonly referred to as Station 7, including the entirety of the second floor (1500 square feet) and the Western half of the bay below the second floor (750 square feet) (the “Premises”).

2. **Term.** The term of this Lease shall terminate midnight on December 31, 2027, and will commence on January 1, 2025 (the “Initial Term”).

3. **Rent.** As rent, Tenant will pay the following sum on a quarterly basis, payments will be made in advance on first (1st) day of each and every quarter beginning January 1, 2025.

2025 \$9.65 per square foot per year payable quarterly \$5,428.13

2026 \$10.13 per square foot per year payable quarterly \$5,698.13

2027 \$10.64 per square foot per year payable quarterly \$5,985.00

4. **Use.** Tenant intends to use and occupy the Premises to provide Emergency Medical Services, including but not limited to storage of equipment and vehicles, and staff housing and use while on shift.

5. **Tenant Maintenance.** Tenant agrees that it will keep the Premises in good order and condition and will, at the expiration or other termination of the Lease, surrender and deliver up the same in like condition as the same now is or shall be at the commencement of the Initial Term hereof subject to ordinary wear and tear and damage by the elements, fire, and other unavoidable casualty.

6. **Landlord Maintenance.** Landlord agrees that it is responsible for all repairs and maintenance of the Premises and the property on which the building is located including without limitation, the structure, exterior, roof, HVAC systems, plumbing, electrical, landscaping, snow removal, lighting and parking area.

7. **Use of Common Areas.** Tenant and Tenant’s agents shall be entitled to the nonexclusive use in common with others of any driveways, sidewalks, footways and parking areas. No parking areas are assigned. Tenant agrees to coordinate with Landlord the parking of Tenant staff and guests to minimize parking congestion during peak times.

8. Kitchen use. The High County Auxiliary may from time to time use the second floor kitchen to prepare meals for County emergency's or trainings. The HCA will not store supplies, food, or kitchenware in the kitchen.

9. Subletting. Tenant is not permitted to sublet the Premises or any part thereof.

10. Landlord Access. Tenant further agrees that it will be sharing the occupation of the Premises with Landlord and that Landlord, its officials, agents or employees are permitted to enter the Premises without additional notice to Tenant.

11. Prohibited Uses. Tenant will not use or permit the Premises, any part thereof, or Landlord's property in the vicinity of Premises to be used for any disorderly, unlawful, or extra hazardous purpose or for any purpose other than hereinbefore specified and will not manufacture any commodity therein. This provision shall require Tenant to control and be responsible for the conduct of Tenant's customers, patrons, or clients while said persons are in or about the Premises.

12. Damage to Premises. All injury to the Premises or the building of which they are a part caused by Tenant its agents, servants, employees, and visitors shall be repaired by Tenant at its sole expense. In the event that Tenant shall fail to do so, Landlord shall have the right to make such necessary repairs, alterations, and replacements (structural, nonstructural, or otherwise), and any charge or cost so incurred by Landlord shall be paid by Tenant within twenty (20) days thereafter. This provision shall be construed as an additional remedy granted to Landlord and not in limitation of any other rights and remedies that Landlord has or may have in said circumstances.

13. No Partnership. Landlord assumes no liability or responsibility whatsoever with respect to the conduct and operation of the business to be conducted in the Premises. Landlord shall not be liable for any accident to or injury to any person or persons or property in or about the Premises that are caused by the conduct and operation of said business or by virtue of equipment or property of Tenant in said Premises.

14. Utility and Other Charges.

(a) Tenant agrees to take over direct payment of electric, natural gas, and trash utilities.

(b) All other utilities and maintenance costs shall be the responsibility of the Landlord including, but not limited to, property insurance, internet (shared usage) and water and sewer charges.

15. Default. It is agreed that if Tenant shall fail to pay the rent or any utility or other charge at the time the same shall become due and payable or if Tenant shall violate or fail or neglect to keep and perform any of the covenants, conditions, and agreements herein contained on the part of Tenant to be kept and performed or if the demised Premises shall become vacant or deserted, then, and in each and every such event from thenceforth and at all times thereafter, at the option of Landlord, Tenant's right of possession shall thereupon cease and terminate, and Landlord shall be entitled to the possession of the Premises and to re-enter the same without

demand of rent or demand of possession of said Premises and may forthwith proceed to recover possession of the Premises by process of law.

16. **No Trial by Jury.** Landlord and Tenant waive any right either may have to trial by jury in any action arising under this Lease or pertaining to the Premises.

17. **Insurance.**

(a) Tenant shall maintain with respect to the leased Premises general liability insurance with minimum limit of \$500,000 per person per occurrence and \$2,000,000 per occurrence in the aggregate or in such other amounts as provided under the Colorado Governmental Immunity Act, 24-10-101, *et seq.*, C.R.S. Tenant shall name Landlord as an additional named insured. Tenant shall deliver a certificate of such insurance to Landlord upon the commencement of the Initial Term of this Lease and continuing evidence of such coverage as so requested by Landlord. Such insurance policy shall provide that it cannot be cancelled without at least thirty (30) days' prior notice to Landlord. Landlord may but is not obligated to pay any premium not timely paid by Tenant or perform or cause to be performed any acts that are required by the company issuing the insurance policy. Any payment made by Landlord and the cost of performing or causing to be performed any acts that are required by the insurance carrier shall become immediately due and owing from Tenant to Landlord as additional rent and shall be collectible as such.

(b) Landlord shall maintain property insurance in amounts sufficient to protect its interests with such amounts to be determined in its sole discretion. Property insurance maintained by Landlord will not cover Tenant's personal property and any such losses incurred by Tenant are its sole responsibility.

18. **Casualty.** If the Premises shall be so damaged by fire or other casualty as to be untenantable, then, unless said repair begins within twenty (20) days thereafter, either Party hereto, upon written notice to the other Party given at any time following the expiration of twenty (20) days after said fire or other major casualty, may terminate this Lease.

19. **Successors and Assigns.** It is agreed that all rights, remedies, and liabilities herein given to or imposed on either of the Parties hereto shall extend to their respective successors, and assigns.

20. **Mechanic's Liens.** Tenant will not permit any mechanic's lien or liens to be placed on the Premises or any improvement thereof and agrees, if any such lien be filed on account of the acts of Tenant, promptly to pay the same. In the event Tenant fails to pay any such lien, it may be paid by Landlord and charged to Tenant as additional rent hereunder.

21. **Termination.**

(a) **By Tenant.** Tenant, in its sole discretion, may terminate this Lease at the end of any month upon thirty (30) days prior written notice to Landlord without any additional fees or rents payable to Landlord beyond the date of termination. Tenant shall be responsible for all rent and other charges through the date of termination.

22. **Entire Agreement.** This Lease contains the entire and only agreement between the Parties, and no oral statements or representations or prior written matter not contained or referred to in this instrument shall have any force or effect. This Lease shall not be modified in any way except by a writing subscribed by both Parties hereto. The failure of Landlord or Tenant to insist on strict performance by the other of any of the covenants or conditions of this Lease in any one or more instances shall not be construed as a waiver of relinquishment for the future of any such covenants or conditions, but the same shall be and remain in full force and effect. No waiver of any provision of this Lease shall be deemed to have been made unless in writing and signed by the Party to be charged therewith.

23. **Law.** This Lease and all amendments thereof shall be governed and construed in accordance with the laws of the State of Colorado.

24. **Notices.** All notices required or desired to be given hereunder by either Party to the other shall be given by certified or registered mail. Notices to the respective Parties shall be addressed as follows:

To Landlord: Timberline Fire Protection District
Attn: Paul Ondr, Chief
660 Highway 46
Black Hawk, CO 80422

With Copy to: Cockrel Ela Glesne Greher &
Ruhland, P.C.
Attn: Harley Gifford
44 Cook Street, Suite 620
Denver, CO 80206

To Tenant: Gilpin Ambulance Authority
Attn: Chief
495 Apex Valley Rd.
PO Box 638
Black Hawk, CO 80422

With a Copy to: Collins Cole Flynn Winn & Ulmer,
PLLC
Attn: Kathryn Winn
165 S. Union Blvd., Suite 785
Lakewood, CO 80228

Either Party may, by like written notice, designate a new address to which said notices shall be directed.

25. **Headings.** All headings preceding the text of the paragraphs of this Lease are inserted solely for convenience of reference, and none of them shall constitute a part of this Lease or affect its meaning, construction, or effect.

26. **Interpretation.** Interpretation based on drafting the terms of the Lease shall not be interpreted in favor of or against either Party based on who drafted the document.

27. **Indemnification.** To the fullest extent permitted by law, Tenant shall indemnify and hold harmless Landlord, its officials, contractors and employees and any of them from and against all claims, losses, liabilities, damages and costs (including all attorney fees) which are incurred as a result of Tenant's use of the Premises whether any such loss or liability was caused by the negligence of Tenant, its agents, employees, customers or members. Landlord shall not be liable for any damage or injury to Tenant or any other person or to any property located or occurring on the Premises, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the unlawful act of Landlord, its agents or its employees and Landlord is not otherwise immune from liability under the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S.

28. **Annual Appropriation.** Pursuant to Article X, Section 20 of the Colorado Constitution, each party's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations will be made in the sole discretion of each party's respective Board of Directors. In the event that sufficient funds for the obligations contemplated in this Lease are not made, such event shall trigger termination.

29. **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be an original, and all of such counterparts when together shall constitute but one and the same instrument.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, Landlord and Tenant have hereunto set their hands and seals
all as of the day and year first written above.

LANDLORD:
Timberline Fire Protection District

By: _____

Attest:

TENANT:
Gilpin Ambulance Authority

By: Becky Smith

Attest:

Lynette Hooley
