

Guffey Community Charter School

1459 Main Street

PO Box 147

Guffey, CO 80802

Phone: 719-689-2093 Fax: 719-689-3407

www.guffeyschool.org

LEASE AGREEMENT
July 1, 2017 - June 30, 2022

GUFFEY COMMUNITY CHARTER SCHOOL
OWNER-USER LEASE AGREEMENT

This agreement dated July 1, 2017 is by and between Park County School District RE-2, hereinafter referred to as OWNER, and Guffey Community Charter School, a Colorado non-profit corporation hereinafter referred to as USER.

In consideration of the performance of the agreement by USER set forth below, OWNER does hereby lease to USER the property known as the Guffey Community Charter School, 1459 Main Street, Guffey, Colorado.

TERM: Said premises, with all the appurtenances are leased to USER from July 1, 2017 until June 30, 2022 at no cost to USER for a period of five (5) years; provided, however that this lease shall terminate if USER terminates operation as a charter school regardless of the reason for such termination or if the contract is terminated by OWNER.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN OWNER AND USER AS FOLLOWS:

1. USER shall keep the improvements upon the premises in good repair, with the following division of responsibilities:

USER RESPONSIBILITIES:

- 1) General maintenance on exposed plumbing, electrical fixtures, and glass items including, but not necessarily limited to plumbing fixtures, (such as faucets, exposed drains, sinks, toilets and urinals), electrical fixtures (faulty outlets, bulbs, and light fixtures) and windows.
- 2) Furniture, including desks, chairs, tables, counters, and cabinets.
- 3) Door hardware such as knobs, locks, and hinges.
- 4) Repair and maintenance of appliances and office equipment used in the everyday furnishing of school operations such as water heaters, stoves, refrigerators, freezers, copy machines, and all other capital outlay items.
- 5) As needed maintenance such as painting of interior surfaces and repair of damage caused by USER or by normal wear and tear.
- 6) General maintenance of septic and water systems such as pumping out the septic regularly, unclogging drains, and conducting regularly required daily, quarterly, and annual water testing.
- 7) Snow removal from parking lots, driveways, entryways, and fire escape avenues.
- 8) Yearly maintenance of fire safety and emergency warning systems.
- 9) Annual Platform Lift Inspection.
- 10) A maintenance schedule will be provided by the District for some of the above listed items.

OWNER RESPONSIBILITIES:

- 1) The OWNER will provide the current facilities covered by this lease in its current condition and makes no representations or warranties as to the physical condition of the premises or the property. The premises are rented "as is," in current condition, and all warranties are hereby expressly disclaimed. OWNER further makes no representations or warranties as to whether there is a need for changes or alterations to the premises in order to comport with local, state, or federal laws and regulations, or related to major repair work..

- 2) The OWNER has no funds to expend on any major repair work and no money has been appropriated by OWNER for such repairs. Nothing in this Agreement shall require OWNER to appropriate moneys for such repairs. Any major repair work will require obtaining grants or other external funds and will be subject to the Share Responsibilities provisions set forth below.

SHARED RESPONSIBILITIES:

- 1) The OWNER and USER will jointly monitor the conditions of the facilities with respect to structurally sound aspects and promptly document any deficiencies.
- 2) In the event that there are costs related to major repair work regarding structural aspect of the building and grounds, including but not limited to roof system; foundation system; and exterior walls, including but not limited to siding systems, weather peeling and finishes, roof mounted heating units, furnaces; concrete slabs and floor support systems; drainage systems; and electrical and water delivery systems, as well as regarding measures reasonably required to bring the existing building and grounds into compliance with applicable codes and laws; the USER and OWNER shall jointly seek grants or other funding opportunities to pay for such repair needs. In the event that grant or other funding opportunities are not awarded or obtained within a reasonable time, neither USER nor OWNER are responsible for such cost in whole or in part and the Lease Agreement shall immediately terminate. In this event, the USER may request that the OWNER transfer ownership of the premises to the USER. The OWNER shall consider such request in determining the future plans and uses for the premises. This may include selling or conveying the premises, including to the USER, if such property is not needed within the foreseeable future for any purpose authorized by law, upon such terms and conditions as OWNER may approve.
2. At the expiration of this lease USER will surrender the premises in as good condition as when USER entered the premises, loss by fire, inevitable accident and normal wear and tear excepted. USER shall keep all sidewalks on and around the premises free and clear of ice and snow and shall keep the entire premises free of litter, dirt, debris, and obstructions. USER shall keep the premises in a clean and sanitary condition as required by the county and state health departments.
3. To sublet no part of the premises and not to assign the lease or any interest wherein without the written consent of OWNER which consent shall not be unreasonably withheld. This does not refer to building use fees to be retained by USER for various community groups and churches who use the school after hours and on weekends. Please refer to Board Policy KF-Rev. - Community Use of School Facilities, KF-E-Rev. - Building Use Fees, and KF-E-Rev. - Building Use Form.
4. To use the premises only as a charter school pursuant to the terms of the Charter School Contract between the parties and to use the premises for no purposes prohibited by the laws of the United States or the State of Colorado, or of the ordinances of Park County, and for no improper or unquestionable purposes whatsoever.
5. To allow OWNER to enter the premises at any reasonable hour.
6. All charges for heating and lighting and janitorial services are to be paid for by USER.
7. No assent, express or implied, to any breach of any one or more of the agreements hereof shall be deemed or taken to by a waiver of any succeeding or other breach.
8. At OWNER'S option, it shall be deemed a breach of this lease if USER defaults in the performance of any terms or condition herein. OWNER may elect to cure such default and any expense of curing and shall become immediately due and payable by USER.
9. All communications regarding this lease must be in writing.

10. Any expenses incurred by USER regarding the maintenance of the facility as dictated by this lease agreement shall be paid in a timely manner. At OWNER'S option any such expenses that are not paid in a timely manner may be paid by OWNER and is immediately due to OWNER from USER.
11. In the event of any dispute arising under the terms of this lease, or in the event of non-payment on any sums arising under this lease and in the event the matter is turned over to an attorney, the party prevailing in such dispute shall be entitled, in addition to other damages or costs, to receive reasonable attorney's fees from the other party.
12. This lease is made with the express understanding and agreement that in the event USER becomes insolvent, OWNER may declare this lease ended, and all rights of USER hereunder shall terminate and cease.
13. OWNER will provide to USER the same insurance coverage which OWNER has in effect for its other buildings and locations. USER will be responsible for payment of their portion of insurance coverage.
14. USER will conform to Section 22-32-124 C.R.S., which requires that its facilities conform with the applicable regulations of the Colorado Department of Public Safety.

PARK COUNTY SCHOOL DISTRICT RE-2

Date: _____

By _____

Print Name: _____

President, Board of Education
PO Box 189
Fairplay, CO 80440-0189
Phone: 719-836-4400
Fax: 719-836-2275

ATTEST:

Print Name: _____

Secretary

GUFFEY COMMUNITY CHARTER SCHOOL

Date: _____

By _____

Print Name: _____

President, Board of Directors
PO Box 147
Guffey, CO 80820
Phone: 719-689-2093
Fax: 719-689-3407

ATTEST:

Print Name: _____

Secretary