

**TOWN OF GRANBY**

**Board of Trustees**

MEETING DATE: NOVEMBER 26, 2019

**Consent Agenda**

**Resolution or Ordinance**

**Citizen Requests**

**Public Hearing**

**Committee/Staff Reports:**

**TOWN CLERK**

**FINANCE DIRECTOR**

**BUILDINGS AND STREETS**

**ECONOMIC DEVELOPMENT**

**PUBLIC SAFETY**

**RECREATION**

**WATER DEPARTMENTS**

**MAYOR**

**TOWN MANAGER**

**TOWN ATTORNEY**

**Other**

**Executive Session**

**Workshops**

TIME OF AGENDA ITEM: 6:05 PM

**Agenda Request No. 2**

**MEETING TO BE HELD AT:**

**Town Hall, Zero Jasper Avenue**

**Granby, CO 80446**

**(2) APPROVAL OF A COMMERCIAL LEASE AND SUB LEASE AGREEMENT BETWEEN THE TOWN OF GRANBY AND GRAND FUTURES PREVENTION COALITION AND GRAND FUTURES PREVENTION COALITION AND 2<sup>ND</sup> STAR COUNSELING, LLC / TOWN ATTORNEY**

**6:05 PM**

## Commercial Lease Agreement

This Commercial Lease Agreement (Lease") is made and entered into the date last approved by either party (the Effective date) by and between Grand Futures Prevention Coalition (GFPC) ("Lessor") and Kathryn Raley dba 2nd Star Counseling, LLC (Lessee").

Lessor is subletting two of the offices it leases at 195 3rd Street, Granby, co from the Town of Granby with approval of the Town. Lessor desires to sub-let to Lessee and Lessee desires to sub-let the Leased Premises from Lessor for the term, at the rental and upon the covenants, conditions and provision herein set forth.

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed as follows:

### 1. Term; Extension

Lessor hereby sub-lets the Premises to Lessee and Lessee hereby leases the same from Lessor for a term beginning December 1, 2019 (Lease commencement date) and ending on May 31, 2020 and will continue on a month-to-month basis after that date. Either Lessor or Lessee may cancel this lease at the end of any month with a thirty (30) day notice prior to month's end.

### 2. Rental

Lessee shall pay to Lessor during the Initial Term rental of \$200.00 per month for the rental of two offices located in the building at 195 3rd Street, Granby, co. Each payment shall be due on the 1st of the month and late on the 5th of the month. Any payment not received by the 5th will carry a 5% penalty.

### 3. Damage Deposit

No damage deposit is required.

### 4. Use

Lessee may use the Leased Premises for the operation of a Licensed Therapist office, and all use commonly associated with the operation thereof allowed by law.

### 5. Alterations and Improvements

Lessee, at Lessee's expense, shall have the right following the Town's and Lessor's provision of its written consent, to remodel, redecorate and make additions, improvements and replacements of and to all or part of the Leased Premises from time to time as Lessee may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Lessee will contact the Town for a building permit if work to be done requires said building permit. The Town's and Lessor's consent may be given or withheld at the Town's or Lessor's sole discretion. Lessee shall not allow any mechanic's or material man's liens for labor or material to be filed against the Premises. If such would happen, Lessee will be responsible for all costs including attorney and court fees.

### 6. Utilities and Home Associate Dues

Telephone, cable or internet shall be the Lessee 's responsibility.

### 7. Maintenance and Repair, Rules

Lessee shall not be responsible for plumbing, electrical or other building system issues that are the result of age or other malfunction and not improper use by Lessee.

Lessee shall:

- (a) Not to obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only. Drop off of merchandise will be permitted and will be brought in each morning; provided, any other right or remedy available to Lessor on account of any Lessee default, either in law or equity. Lessor shall use reasonable efforts to mitigate its damages.
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair. Signs will be permitted at the entrance door and entry window, signs must be in compliance with all Town of Granby sign regulations and approved at the sole discretion of Lessor and the Town of Granby. One exterior sign for Mary Entrican shall be allowed on the building property and with approval by the Town of Granby;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather.
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- (g) Lessee, guests and customers shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (h) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- (i) Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements.

## **8. Entry**

Lessor shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Lessor shall not thereby unreasonably interfere with Lessee's business on the Leased Premises.

## **9. Damage and Destruction**

If the Premises are damaged or destroyed by fire or other casualty, Lessor will have no obligation whatsoever to rebuild or repair and if the Premises are rendered untenable (?) as a result then the lease will terminate, rent will be prorated through the date of loss and Lessee will quit the premises. If, however, the premises are not rendered untenable(?) and Lessor elects within seven days of the casualty to rebuild, then rent will be equitably reduced during reconstruction. Lessor will determine the equitable reduction in the exercise of its discretion which must be reasonably exercised. If Lessor does not elect to restore the Premises, the Lessee may, by prompt written notice to Lessor, elect to restore the Premises at its sole cost and expense.

## **10. Default**

If Lessee defaults in the payment of the rent and the breach continues for five days after notice thereof in writing to Lessee, then at the option of the Lessor, this lease and the right of Lessee to the possession of the Premises will terminate without notice or demand. On such termination, Lessee will surrender possession of the Premises, removing all property belonging to Lessee immediately and all payments made by Lessee will be retained by Lessor as liquidated damages. Any rental payment not made by the date it is due will incur a late fee of five percent of the payment. Any fees incident to the initial execution of the lease are hereby waived. At the sole option of Lessor, the failure to make full payment

of rent, including any late fee, may be treated as a continuing breach and Lessee's right to possession terminated. Lessee understands that the timely payment of rent is important to Lessor and that Lessee has full control over when such payments are made.

If default shall at any time be made to Lessee in any of the other covenants or conditions to be kept, observed and performed by Lessee and such default shall continue for thirty (30) days after notice thereof in writing to Lessee by Lessor without correction thereof then having been commenced and thereafter diligently prosecuted, Lessor may declare the term of this Lease ended and terminated by giving Lessee written notice of such intention and if possession of the Leased Premises is not surrendered, Lessor may re-enter said premises. Lessor shall have, in addition to the remedy above provided, any other right or remedy available to Lessor on account of any Lessee default, either in law or equity. Lessor shall use reasonable efforts to mitigate its damages.

### **11. Quiet Possession**

Lessor covenants and warrants that upon performance by Lessee of its obligations hereunder, Lessor will keep and maintain Lessee in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

### **12. Condemnation**

If any legally, constituted authority condemns the building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession and Lessor and Lessee shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

### **13. Notice**

Notices required or allowed by this Lease will be in writing and will be delivered or mailed to the other party, postage prepaid, at the party's address set forth herein. Notices sent by postal mail will be deemed received three business days after mailing. Notices delivered or sent by commercial carrier or by postal mail, return receipt required, will be deemed received on delivery. If a fax number or e-mail address is provided, any notice may be transmitted to same and will be deemed given on the date of successful transmission provided that any notice given by fax or e-mail must also be delivered or sent to the addresses by U.S. Postal mail or commercial carrier.

If to Lessor, to:  
Town of Granby  
PO Box 440  
Granby, CO 80446  
970-887-2501

If to Lessee, to:  
Executive Director  
Grand Futures Prevention Coalition  
PO Box 774923  
Steamboat Springs, CO 80477  
970-819-7805  
e-mail: [executivedirector@grandfutues.org](mailto:executivedirector@grandfutues.org)

If to Sub-Lessee, to:  
Kathryn Raley, NCC, LPC, ACS  
2nd Star Counseling, LLC  
3035 West 25th Avenue  
Denver, CO 80211  
720-938-3503  
e-mail: kathryn@2ndstarcounseling.com

Lessor and Lessee shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

Initials:

#### **14. Waiver**

No waiver of any default of Lessor or Lessee hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Lessor or Lessee shall not be construed as a waiver of a substantial breach of the same covenant, term or condition.

#### **15. Memorandum of Lease**

The parties hereto contemplate that this Lease shall not be filed for record.

#### **16. Headings**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

#### **17. Miscellaneous Provisions**

A. Lessee shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Lessee's use of the Leased Premises. Lessor shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

B. This Lease will be interpreted in accordance with and government by the laws of the State of Colorado. It will be construed without regard to the party or parties responsible for its preparation and will be deemed to have been prepared jointly by the parties. Venue for any litigation will be solely in the District or County Court in and for the County of Grand and State of Colorado.

C. This Lease terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Lease may be modified only by a further writing that is duly executed by all parties.

D. The remedies provided for will be cumulative and the exercise of any remedy by either party will not exclude any other remedy.

E. If any provision of this Lease is declared to be unenforceable by a Court of competent jurisdiction the remaining provisions will remain in full force and effect and the Court will construe the Lease to reflect the intent of the Parties to the maximum extent permitted by law.

F. Unless the contest requires otherwise, the use of the singular will include the plural, the disjunctive will include the conjunctive, and vice versa, and the use of any gender will include all genders.

G. The various headings, captions and titles are for convenience only. In the interpretation or construction of this Lease they will be given no effect unless the contest requires otherwise.

H. This Lease may be executive in counterparts and signatures transmitted by fax will be deemed legally binding.

I. If a dispute arises relating to this Lease and is not resolved, the parties will first proceed in good faith to submit the matter to mediation. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. In the event the entire dispute is not resolved within thirty (30) calendar days from the date written notice requesting mediation is sent by one party to the other, the mediation, unless otherwise agreed will terminate.

Initials:

J. In the event there is a dispute which is not resolved by mediation then the prevailing party in any arbitration or litigation will be entitled to recover all costs, including attorney's fees.

K. The provisions of this Lease shall extend to and be binding upon Lessor and Lessee and their Respective legal representatives, successors and assigns.

L. Lessor shall not unreasonable without or delay its consent with respect to any matter for which Lessor's consent is required or desirable under this Lease.

M. Lessor shall remain liable to the Town as provided in the existing lease between the Town and Lessor.

N. Lessor shall indemnify and hold the Town harmless against any claims by Lessee or relating to Lessee's use of the Premises.

IN WITNESS WHEREOF, the parties have executive this Lease as of the day and year last below approved.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2019.

Lessor: Town of Granby

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

Attest:

\_\_\_\_\_  
Deborah K. Hess, CMC, Town Clerk

Approved this \_\_\_\_ day of \_\_\_\_\_, 2019.

Lessee: Grand Futures Prevention Coalition

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

Lindsey Simbeye, Executive Director

Approved this \_\_\_\_ day of \_\_\_\_\_, 2019.

Sub-Lessee: 2nd Star Counseling, LLC

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

Kathryn Raley, NCC, LPC, ACS