

## COURTROOM RENTAL AGREEMENT

**THIS RENTAL AGREEMENT** (“Agreement”) is made and entered into as of February 1, 2022 (“Effective Date”) by and between the City of Pueblo, a Municipal Corporation, (“Owner”) and the Colorado Department of Labor and Employment, by and through its Division of Workers’ Compensation (“Renter”).

WITNESSETH:

WHEREAS, the Owner is the owner and operator of the Pueblo Municipal Court (“Court”), located at 200 South Main Street, Pueblo, Colorado 81003, together with the land on which said Court is situated; and

WHEREAS, Renter is desirous of renting and occupying the existing second courtroom, as designated by the Owner, (“Courtroom”) in accordance with this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

**1. Rental:**

The Owner hereby rents unto the Renter and Renter hereby rents from Owner for the term and upon the conditions hereinafter stated, the Courtroom situated in the County of Pueblo, State of Colorado subject to existing easements and restrictions.

**2. Term and Termination:**

- A. The term on this Agreement is from the Effective Date through December 31, 2022. This Agreement may be renewed annually upon the mutual agreement of the parties and through a signed writing.
- B. All conditions and covenants contained herein shall remain in full force and effect during any and all extension periods.
- C. Either party may terminate this Agreement by providing at least fourteen (14) days prior written notice to the other party stating that the Agreement shall terminate on a certain date.

**3. Rental Rate and Other Fees:**

- A. In consideration of the rights and privileges contained herein, Renter agrees to pay a per usage fee of \$150.00 for each use of the Courtroom.
- B. Renter shall not be charged for utilities normally provided in the Courtroom.

- C. In all cases where Renter is required by this Agreement to pay any rates, fees, or other charges or to otherwise make payments to Owner, such payments shall be made at the City of Pueblo, Finance Department, 1 City Hall Place, Pueblo, Colorado 81003, or at such other place as Owner may hereafter designate in writing to Renter. Said payments shall be made in legal tender of the United States and any check shall be received by Owner subject to collection. Renter agrees to pay any bank charges made for the collection on any such checks.

**4. Use and Improvements:**

- A. The Courtroom shall be rented on a per usage basis, where each use by Renter shall be on those certain Tuesdays indicated by Renter and each use shall be for the duration of the municipal workday, from 8:00 a.m. to 5:00 p.m., unless the Court provides permission for a longer duration, as needed. Renter will inform Owner at least thirty (30) days prior to any desired use of the Courtroom. Owner makes no guarantees or warranties as to the availability of the Courtroom for Renter's use or the suitability of the Courtroom for Renter's needs. All usage of the Courtroom must be approved by the Owner prior to use by Renter. In case of a scheduling or other conflict, Owner's decisions as to the use of the Courtroom will control in its sole and absolute discretion.
- B. Renter may not construct or install upon the rented premises any improvements or otherwise alter the Courtroom. Renter will not modify, alter, or improve any fixtures or improvements upon the rented premises, whether now existing or hereafter constructed, without the prior written approval of Owner, which may be given or denied in Owner's sole and absolute discretion. Costs of any such improvements, revisions, signs, or alterations shall be borne solely by Renter and all such improvements, modifications, revisions, or alterations shall upon expiration or termination of this Agreement be removed without cost to Owner. Owner may, on a case by case basis, allow the improvements to remain, in which case ownership of the improvements will immediately pass to Owner and Owner shall not be liable for the cost of said improvements. All improvements must be completed by trade professionals licensed, insured, and permitted to conduct business within the City.
- C. The rented premises shall be used and occupied by Renter solely for workers' compensation hearings and case management. Renter shall have no right to utilize the rented premises, or any improvement thereon, other than as specifically allowed under this Agreement.
- D. Renter grants to the Owner the right to enter the rented premises at any time to do what is necessary for the purposes of repairing, replacing and/or maintaining the rented premises.
- E. Renter may not store any materials, equipment, inventory, or other property in the Courtroom and must immediately remove all of Renter's property following each use of the Courtroom. Renter must repair any damage to the rented premises caused by Renter, its employees, guests, and invitees. Renter, at its expense, shall keep the

rented premises in good repair and condition, and in a safe, sanitary, orderly, and slightly condition.

F. Notwithstanding anything to the contrary, Renter's activity will not unreasonably interfere, as determined solely by the Municipal Court Judge, with operation of the Court.

G. Renter is renting the Courtroom "AS IS" in its present condition. Owner makes no representation or warranties with respect to the present or future condition, or suitability for a particular use of the rented premises or the Court. Owner shall be under no obligation to maintain the Court or any part thereof in a particular location or condition. If the Court shall permanently close or relocate, the Renter may terminate this Agreement upon thirty (30) days prior written notice given to Owner.

**5. Signs:**

Renter shall not erect, paint, or maintain any permanent signs whatsoever upon the rented premises without first securing the written consent of the Owner. Any such signs shall comply with all ordinances and regulations of the Owner or standards which might be developed by the Court.

**6. Right of Inspection:**

The Owner reserves and retains for its officers, employees, and authorized representatives the right to enter the rented premises during reasonable business hours, and after prior notice, for the purpose of inspecting and protecting the rented premises, and for doing any and all things which the Owner may deem necessary for the proper general conduct and operation of the Court, and in the exercise of the Owner's police power.

**7. Assumption of Risk:**

Renter assumes all risk of loss, damage, injury, and liability for the same that may occur to Renter, Renter's guests, and Renter's property in or upon the rented premises and Owner shall not be liable or responsible for any such loss, damage, or injury, regardless of the cause thereof, including, without limitation, the negligence of Owner, its officers, agents, or employees.

**8. Waivers and Hold Overs:**

No provision of this Agreement may be waived except by an agreement signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision. Should Renter hold over the use of or continue to occupy the rented premises after the termination or cancellation of this Agreement, such holding over shall be deemed merely a tenancy for successive monthly terms upon the same conditions as provided in this Agreement, subject to termination upon seven (7) days prior written notice.

**9. Inconvenience During Construction:**

Renter recognizes that from time to time it will be necessary for the Owner to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance, and repair at and to the Court in order that the Court and its facilities be suitable for their given purpose, which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or interrupt Renter's operations in the Courtroom. Renter agrees that no liability shall attach to Owner, its officers, agents, employees, contractors, subcontractors, and representatives by reason of such inconvenience or interruption, and for and in further consideration of the premises, Renter waives any right to claim damages or other consideration therefor.

**10. Assignments and Subletting:**

Renter shall not assign this Agreement or any interest therein nor sublet the rented premises or any portion thereon without the prior written consent of Owner, which may be granted or denied within its sole and absolute discretion.

**11. Renter's Default:**

A. Any one of the following shall constitute an event of default by Renter hereunder:

- (1) Failure of Renter to pay in full all delinquent installments of rent and/or combined service fees for a period of forty-five (45) days after written notice and demand therefor are given by Owner to Renter.
- (2) Failure of Renter to perform or comply with any obligation, covenant or agreement of Renter hereunder other than payment of money for a period of thirty (30) days after written notice specifying such failure is given by Renter to Owner, except that if such obligation, covenant or agreement is not capable of being performed within said thirty (30) day period, Renter shall not be in default if Renter shall commence such performance within said thirty (30) day period and thereafter prosecute the same with diligence and continuity to completion.

B. In the case of a continuing event of default by Renter, Owner shall have the following remedy in addition to all other rights and remedies provided by law or in equity, including without limitation, damages, and specific performance:

- (1) Terminate this Agreement by seven (7) days prior written notice given to Renter specifying the date of termination and Renter shall within said seven (7) day period vacate the rented premises and surrender possession thereof to Owner.

**12. Notices:**

All notices, required to be given to Owner hereunder, shall be in writing and be sent by certified mail to Pueblo Municipal Court, 200 South Main Street, Pueblo, Colorado 81003.

All notices required to be given to Renter hereunder shall be in writing and sent by certified mail, \_\_\_\_\_ addressed \_\_\_\_\_ to

\_\_\_\_\_ provided that either party may designate in writing from time to time subsequent or supplementary persons or addresses in connection with said notices. The effective date of service of any such notice shall be the date such notice is mailed by Renter or Owner.

**13. Law, Rules, Regulations, and Conditions:**

- A. Renter, its officers, agents, and employees shall faithfully observe and comply with all applicable federal, state, and local laws, regulations, and ordinances now existing or hereafter adopted relating to the use and occupancy of the Court or rented premises including without limitation the Pueblo Municipal Code.
- B. Renter, its officers, agents, and employees shall faithfully observe and comply with all minimum standards and rules regulating operations and activities from and upon the Court adopted from time to time by Owner. Such minimum standards and rules shall not be applied arbitrarily, discriminatorily, or unreasonably. Except with respect to matters of public health and safety, if any provision of this Agreement shall conflict with any provision of the minimum standards and rules adopted or amended by Owner after commencement date, the conflicting provision of this Agreement shall control.
- C. Renter agrees not to use the rented premises for commercial or residential uses and that all uses shall be substantially related to workers' compensation procedures.
- D. It is expressly understood by Renter that security within the Court is vital. Renter, its employees, guests, and invitees shall comply with all security requirements of Owner and directions issued by Owner's staff. Violation of Court security rules as now, or in the future may, exist shall be grounds for immediate termination of this Agreement.

**14. Nondiscrimination Assurances**

- A. The Renter, for itself, its successors and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (i) no person on the grounds of race, color, religion, sex, sexual orientation, disability or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the rented premises; (ii) that in construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, sexual orientation, disability, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (iii) that the Renter shall use the rented premises in compliance with all other requirements imposed by or pursuant to local, state, and federal law, and as such may be amended.

- B. Renter agrees to operate the rented premises for the use and benefit of the public and to furnish good, prompt, and efficient services adequate to meet all the demands for its services at the Court, to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit of service, provided that Renter may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

**15. Miscellaneous:**

- A. This Agreement and all of its covenants and provisions shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, subtenants, and approved assigns.
- B. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.
- C. Nothing in this Agreement is intended to nor shall be deemed to constitute a partnership or joint venture between the parties, or to create any agency or partner relationship between the parties. Neither party shall hold itself out as a partner, joint venture, agent, or representative of the other under this Agreement.
- D. Nothing in this Agreement is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred upon the Owner under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the Effective Date.

**OWNER:**

CITY OF PUEBLO,  
A MUNICIPAL CORPORATION

**RENTER:**

COLORADO DEPARTMENT OF  
PERSONNEL & ADMINISTRATION,  
OFFICE OF ADMINISTRATIVE COURTS

By \_\_\_\_\_  
Nicholas A. Gradisar

Title: Mayor

By \_\_\_\_\_  
Rich Robinett \_\_\_\_\_

Title: Department Controller