AURARIA HIGHER EDUCATION CENTER

CAMPUS PROPOSAL REQUEST:

TIVOLI STUDENT UNION
BAGEL/SANDWICH SHOP OPERATION

Date: February 26, 2016
SCHEDULE OF ACTIVITIES

I. Proposal Request Delivered to Prospective Vendors.......................... Friday, February 26, 2016

II. Mandatory Pre-Bid Meeting/Walk-Through
    Auraria Library, Conference Room ELCa at 2:00p.m. ..................... Tuesday, March 8, 2016

III. Prospective Bidders’ Inquiry Deadline............................................. Friday, March 18, 2016

IV. Proposal Submission Deadline (3:00 p.m.)................................. Wednesday, March 30, 2016

V. Tentative Award Date........................................................................ Monday, May 2, 2016

VI. Commencement Date....................................................................... Wednesday, July 1, 2016
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I. PROJECT BACKGROUND

The Auraria Higher Education Center ("AHEC") is seeking a variety of diverse companies to submit a proposal for a bagel/sandwich shop operation in the Mercantile building ("Building") on the Auraria Campus ("Campus"). The successful bidder ("Vendor") will demonstrate the experience, commitment, creativity and financial strength to fill the diverse needs for the Campus population and potential public markets. In addition, AHEC anticipates a financial arrangement that provides a reasonable profit to the Vendor as well as a reasonable return to AHEC.

The Campus is a unique concept in higher education – a single campus housing three separate academic institutions: the Community College of Denver, Metropolitan State University of Denver, and the University of Colorado Denver. A fourth entity, the Board of Directors of Auraria Higher Education Center, operates the joint, non-academic aspects of the Campus.

AHEC and the three academic institutions are all agencies of the State of Colorado, Department of Education. With approximately 48,000 students, faculty and staff, the Campus is the largest campus in the State of Colorado in terms of student population. The Campus is located on approximately 150 acres immediately adjacent to the central business district of Denver and is primarily a commuter campus serving many non-traditional students. Classes are held from 7:00 a.m. until 10:00 p.m. Monday through Friday, with some limited hours on Saturday.

Locations and Operations

An attached “Campus Map” ("Exhibit A") identifies the Building as part of the Campus. The premise is the Mercantile building, located on 9th and Curtis Street. The Building and premise will be toured during the mandatory walk-through/pre-bid meeting (see “Schedule of Activities” on page II of this “Campus Proposal Request”).

The Vendor will provide a bagel/sandwich shop operation for a term specifically stating that operations shall continue through the last day of finals for each semester. An Academic Calendar for the Fall 2015 through Summer 2020 semesters is attached as “Exhibit B.” During the summer semester, semester breaks and Campus-recognized breaks, service level or hours may be adjusted with the approval of AHEC’s Tenant Relations Coordinator or their designee.

Hours are subject to change based on summer/interim schedules.

Anticipated minimum business hours for the Vendor are:

Monday - Thursday ..........................................................6:00 a.m. – 6:00 p.m.
Friday ..........................................................6:30 a.m. – 3:00 p.m.
Saturday ..........................................................8:00a.m.– 3:00 p.m.

Service hours shall be modified to meet the needs of the campus population.
II. SCOPE OF WORK

A. Service Requirements

Interested parties ("Bidders") are invited to present a proposal to provide a bagel/sandwich shop operation for students, faculty, staff and visitors to the Campus. The menu should offer a wide variety of bagels and other baked goods, breakfast/lunch sandwiches, soups, coffee and other drink options. Additional requirements include:

- Daily Specials
- Balanced daily offerings including non-meat (vegetarian) and “healthy” food options.
- Credit card acceptance.
- A commitment to, whenever possible, utilize locally-provided products.
- A stated “sustainability program” regarding recycling and composting.

Vendor shall be limited to selling only food and beverage items. Furthermore, food, beverages and other items specifically excluded for sale are alcoholic beverages and tobacco products, marijuana or cannabis products, hamburger and fries, pizza and sub sandwiches and Asian food. Emphasis will be placed on the experience of the Bidders in similar operations (including financial stability and capability of the company) and potential ability to dedicate sufficient design and construction resources to open without delay.

B. Other Requirements

Equipment – Equipment owned by AHEC, attached as “Exhibit C,” will be made available for use by the Vendor but will remain the property of AHEC. Equipment will be “as is” but in good, working condition. Equipment maintenance and replacement will be the sole responsibility of the Vendor.

Facilities – All signage and signage locations must be approved in advance by the AVP or their designee. Proposed build-out of existing facilities (plumbing, electrical, phone/data, etc.) will be at the expense of the Vendor.

Bidders are required to present a conceptual proposal for the build-out of the premise as part of their proposal packets. Plans must meet or exceed government codes, ADA compliance, rules and regulations including, but not limited to, state, city and agency. Approval of such plans will be by mutual agreement between the Vendor and the Assistant Vice President of Business Services (“AVP”) or their designee.

Prices – The Vendor will be required to hold their price schedule, presented as part of their proposal, for one year. After one year, any price-increase requests, along with justifications, must be submitted, in writing, to the AVP or their designee for approval.

Transition – The Vendor will be expected to commence operations no later than August 15, 2016.

Exclusivity – The restaurant operation will be granted on a non-exclusive basis unless otherwise identified by AHEC.

Gratuities – No special privileges concerning the restaurant will be given to AHEC employees.

Housekeeping – The Vendor will be responsible for cleaning and maintenance of their premise. AHEC will be responsible for common area cleaning in the Tivoli food court.
**Security Deposit** – The Vendor, upon receiving notification of award for the period covered by this Proposal Request, shall be required to submit a security deposit prior to the beginning of the lease period as provided in Section III hereof.

**Inspection of Premise** – It is the responsibility of all Bidders to inspect the premise prior to submitting a proposal. Failure of the Vendor to examine the premise shall neither relieve the Vendor of the responsibility for full performance of their contract obligations, nor shall extra concessions be allowed for conditions disclosed after the approval of the proposal. A tour of the premise will be conducted at the mandatory pre-bid meeting (see “Schedule of Activities” on page II of this “Campus Proposal Request”).

**Utilities** – The Vendor will be responsible for all utility fees, connection and/or any transfer fees that may be applicable. This includes any utilities or services metered and/or maintained by AHEC.

**Service Personnel** -

1. In the spirit of good customer service, the Vendor will be responsible for maintaining good public relations with the various campus constituencies utilizing the restaurant operation. Vendor’s personnel must be trained to properly and professionally respond to customer requests and complaints. Copies of all written complaints and their resolutions must be forwarded to the AVP or their designee.

2. The Vendor, and its employees and agents, must be easily identifiable by either nametag and/or company uniform with their company logo.

3. AHEC reserves the right to request the removal of Vendor personnel if in the best interest of the Campus.

**Insurance** -

1. The Vendor shall carry, at their own expense, comprehensive general public liability, product liability and property liability insurance as required by the State of Colorado.

2. The Vendor shall carry, at their own expense, comprehensive auto liability and property damage insurance, as required by the State of Colorado, on all vehicles utilized on Campus to meet the service requirements specified herein.

3. The Vendor shall maintain workers’ compensation insurance for the duration of the lease and any extension thereof.

4. All liability policies shall name the State of Colorado and AHEC as additional insured and cannot be canceled without thirty (30) days prior-written notice to AHEC. Copies of current certificates of insurance shall be furnished to the AVP or their designee.

5. The Vendor will pay all licenses, fees and permits required for the operation of their restaurant operation on the Campus.
Loss – Damage:

1. AHEC will not be responsible for loss or damage to the Vendor’s property or contents resulting from any cause whatsoever, whether such damage was caused by an agent or employee of the Campus or by any person whosoever.

2. AHEC will, when possible, assist the Vendor in their efforts to identify the offender through Campus Police.

3. AHEC will not accept claims of losses of coin/currency or merchandise. Such losses are the sole responsibility of the Vendor.

Regulations: Vendor shall comply with all laws and other applicable statutes, regulations and ordinances pertaining to food and/or beverage service operations in the State of Colorado, City and County of Denver, and the regulations, procedures and policies of AHEC.

Sanitation: Vendor shall, at all times, adhere to high standards of sanitary practices as required by the local Health Department and AHEC to insure proper cleanliness in all matters pertaining to food handlers’ appearance and performance in the preparation, service, and storage of all food and food products. A copy of all Health Department inspections performed at the Campus operation shall be forwarded to AHEC’s AVP, or their designee, within two (2) business days after receipt by Vendor.

Affirmative Action/Equal Employment Opportunity (EEO): Vendor will not discriminate against any employee or applicant for employment because of age, race, color, physical disability, religion, sexual orientation, national origin, ancestry or gender. Vendor will take affirmative action to insure that employees are treated equitably during employment without regard to their age, race, color, physical disability, religion, sexual orientation, national origin, ancestry or gender. Vendor will conform to all provisions of the law relating hereto.

Student Employment: The Campus encourages employment opportunities for its students to assist in paying the cost of their education. Vendor must commit to employ Campus students where applicable.

Social/Environmental Practices and Standards: The Campus is committed to being a leader in sound social and environmental practices and standards, including the use of renewable resources, recycling and composting. Vendor will be expected to outline their existing program(s) and the various types of product/material used (Styrofoam is not allowed) in their current and proposed business operation in addition to participating in Campus initiatives and programs as defined below.

1. Waste Diversion: Vendor will be expected to participate in recycling and composting programs (where available) to divert as much of their waste from the landfill as possible.

2. Purchasing: Preference shall be given to products that have a lessened impact on human health and the environment (as described below) unless Vendor can show an increase in cost of more than five percent (5%).
   a. Disposables: Vendors will be expected to provide a “dine-in” option (where applicable) in order to minimize the use of plastic bags. When necessary, “to-go” style disposables may be offered if they are predominantly recyclable (and/or compostable where service exists).
b. **Fair Food.** Vendors are encouraged to offer food that considers the health and wellness of their customers as well as the environment. This includes the humane treatment of animals and workers, as well as giving preference to farmers who participate in sustainable agricultural practices. Nutritious, natural and/or organic options are also encouraged in addition to “local” food that has come from not more than 150 miles away.

**Responsiveness to Students** – Vendor must work with students, Campus Administrative Offices and staff regarding special promotions and food/beverage offerings to complement programs and events as well as respond to consumer suggestions, complaints, etc. in a timely and professional manner.

**Marketing** – Vendor will be allowed to market their services on Campus according to Campus Policy and Procedures. In addition, Vendor may be allowed certain advertisement rights in campus publications and through other mediums of all institutions with the approval of the AVP or their designee (e.g., class schedules, institutional directories, electronic signage, computer home pages, etc.). Surveying the Campus periodically to determine customer satisfaction and product mix will be the Vendor’s responsibility. The surveys and/or survey process will require the prior approval of the AVP, or their designee, to ensure coordination and minimal impact on daily activities. Vendor will be expected to change product lines to respond to market demand, to address the complexity of a changing Campus, and to create partnerships with student groups, clubs and organizations.

**Offer Time Limit** – A response to this Proposal Request constitutes an offer by the Bidder to remain open and irrevocable for a period of 120 days from the deadline date for submitting the proposal.

**Taxes** – The payment of any and all taxes associated with the sale of product and operation of the program will be the sole responsibility of the Vendor.

**Local Business Preference and Minority/Women Utilization**

1. The Campus offers a culturally-diverse collegiate environment where the three academic institutions and AHEC actively embrace cultural diversity.

2. Vendor should give preference to local businesses and suppliers wherever practical.

3. Vendor should utilize minority and women-owned businesses to fulfill portions of the Proposal Request requirements wherever practical.

4. Vendor should not knowingly subcontract with any business or supplier that discriminates or permits discrimination in their operation or employment practices against any person or group of persons on the ground of age, race, color, physical disability, religion, sexual orientation, national origin, ancestry or gender.

5. Vendor should be affirmative in their efforts to fill vacancies in a manner reflecting the campus’ bagel/sandwich shop operation and cultural diversity.
III. LEASE/LEASE PERIOD

After selection of the Vendor and pursuant to this Proposal Request process, AHEC reserves the right to negotiate all terms and conditions of a lease including, but not limited to, term, security deposit, etc. If, for any reason, AHEC and the Vendor are unable to reach an agreement on mutually-acceptable terms and conditions, AHEC reserves the right to select another Bidder or issue a new Proposal Request.

Lease Period - The lease shall be for an initial term of five (5) years. At AHEC’s sole option, the lease shall be renewed by written agreement on an annual basis for not more than three (3), one-year renewal periods. Alternately, the parties may mutually-agree, prior to the expiration of the initial term, to renew the lease for one (1) renewal term of three (3) years. In either case, Vendor agrees to increase the base rent and/or percentage rent and upgrade the appearance of the Premise as needed. Unless otherwise agreed to by the parties, the lease shall be renewed subject to the same terms and conditions.

In addition, Vendor may propose alternative renewal option terms and periods.

IV. FINANCIAL REPORTING REQUIREMENTS, REFUNDS AND COMMISSIONS

Financial Reporting -

1. Vendor will be required to provide gross sales figures on a monthly basis. Gross sales are defined as all receipts/revenues or meter readings (whichever is greater) exclusive of sales taxes and refunds.

2. The summary reporting statement, in the format required by AHEC, must show the period of report and the actual sales of all goods, wares and merchandise sold, less sales taxes paid, whether for cash, credit, exchange or otherwise.

3. The detailed summary statement, commonly called the “Gross Sales Report,” and any “rent” due for that month, whether in the form of a percentage of gross sales or a fixed, monthly rate or a combination of the two, must be received by AHEC no later than two (2) weeks (14 calendar days) after the end of the month.

4. Sales figures will be analyzed on a monthly basis to ensure proper reporting, commission calculation, and sales mix.

V. INFORMATION REQUIRED FROM COMPANY

Each response to this Proposal Request must contain the following information presented in the order listed below. Please clearly identify each section.

Company Narrative

Name, address and contact person(s) of your company. Briefly describe the company’s history and organizational structure.

Details of Proposal for the Auraria Higher Education Center Bagel/Sandwich Shop Operation

1. All financial information, price and portion information and menu rotation schedules must be submitted with this bid invitation along with all required attachments and requested information.
2. A description of the company’s practices to ensure variety and quality in the Bidder’s proposal.

3. Conceptual drawings of the proposed build-out of the premise including major equipment locations and signage proposals.

Evidence of Company Social Responsibility and Willingness to Work with Students

1. The company’s policies and practices regarding ecological/environmental standards, including recycling and composting.

2. Bidder’s willingness to integrate their business into Campus activities and events.

3. Bidder’s statement which addresses their company’s policies and practices regarding human rights, fair trade options and Affirmative Action/EEO/MWBE practices and involvement.

Experience with Similar Projects

1. A detailed explanation of duration and extent of experience in institutional service operations.

2. A list of accounts, in descending order, of total food and beverage sales of all colleges, universities and/or corporate clients currently under contract with the Bidder’s company (cash sales only).

3. For the five largest colleges, universities and/or client accounts under contract with Bidder’s company, please provide the following information:
   A. Name and address of colleges, universities or clients indicating type of service as well as a contact name and telephone number for each such institution;
   B. Average customer utilization for 2014/2015 fiscal year;
   C. List and identify all sales in each unit during the 2014/2015 school year or last completed fiscal year; and,
   D. Provide a list of all colleges, universities, or corporate clients that were under contract with your company to provide services at any time during and after the 2014/2015 fiscal year which are not currently being served by your company.

Demonstration of Ability

1. A company organizational chart and a personnel profile of the management team that the company would propose overseeing the account. This profile must contain the following:
   A. Information reflecting the reporting relationships between the various managerial elements.
B. Information concerning availability of district, regional, and/or corporate personnel who will work on this account.

2. Information, in appropriate detail, regarding financial resources that are available to sustain a quality restaurant operation program. Identify the source of funds required for initial equipment investment and build-out of premise.

3. Description of internal accounting program for:
   A. Inventory control for on-location storage areas and daily deliveries.
   B. Methods of recording, checking and reporting sales.
   C. Internal control of cash handling.
   D. Internal audit system.
   E. Regular accounting forms used with detailed explanation of each and their importance.
   F. Identify proposed accounting periods, minimum twelve (12) annually. AHEC prefers twelve (12) calendar-month periods.

4. Last two annual reports for the company together with an independent auditor's assessment of these reports (if available).

5. The names, addresses and telephone numbers of not fewer than three (3) business references.

Financial Package

1. Description and details regarding the financial return to AHEC:
   A. Base rent, payable in advance on a monthly basis, due on the first day of the calendar month.
   B. Percentage commission of monthly gross sales of product sold payable in arrears on a monthly basis.
   C. A combination of A and B.
   D. Additional financial incentives as well as any alternative financial arrangements.
   E. Investment in capital improvements/build-out for the restaurant operation. Vendor will agree that any and all proposed improvements to the premise must be approved in advance by AHEC.

Marketing

1. Outline of a marketing plan for the restaurant operation and the annual dollar amount that will be committed to marketing.
2. The company’s approach to interacting with students and other Campus constituent groups.

3. The company’s approach to surveying the Campus periodically.

**Review of Exhibit D – AHEC Model Lease**

1. Statement acknowledging that the attached lease document (Exhibit D) has been reviewed and the Vendor accepts the language as stated or any and all issues have been addressed in an attached “redline” version of the lease document.

2. This acknowledgement is a mandatory requirement and is intended to expedite the execution of the final lease document if the Vendor is the successful bidder.

**VI. PROPOSAL SUBMITTAL FORMAT AND CHECKLIST**

To allow the evaluation committee the opportunity to evaluate all proposals utilizing similar data, Bidders must submit proposals adhering to the format listed in this section. Bidders must include all information requested in the Proposal Request.

**Proposal Format**

**SECTION A**

INTRODUCTION AND COMPANY NARRATIVE
(At minimum, must include all information requested in Section V of the Proposal Request.)

**SECTION B**

DETAILS OF PROPOSAL
(At minimum, must include all information requested in Section V of the Proposal Request.)

**SECTION C**

DEMONSTRATION OF COMPANY SOCIAL RESPONSIBILITY AND ABILITY TO WORK WITH STUDENT GROUPS
(At minimum, must include all information requested in Section V of the Proposal Request.)

**SECTION D**

EXPERIENCE WITH SIMILAR PROJECTS
(At minimum, must include all information requested in Section V of the Proposal Request.)

**SECTION E**

DEMONSTRATION OF COMPANY ABILITY TO MEET THE PROGRAMMATIC AND FINANCIAL REQUIREMENTS OF THE PROPOSAL REQUEST
(At minimum, must include all information requested in Section V of the Proposal Request.)

**SECTION F**

FINANCIAL PACKAGE
(At minimum, must include all information requested in Section V of the Proposal Request.)

**SECTION G**

MARKETING
(At minimum, must include all information requested in Section V of the Proposal Request.)
SECTION H  REVIEW OF AHEC MODEL LEASE (EXHIBIT D)
(At minimum, must include all information requested in Section V of the Proposal Request.)

VII. EVALUATION AND SELECTION

General

1. An Evaluation Committee will judge the merit of the proposals received in accordance with the general criteria defined herein.

2. Failure of Bidders to provide any information requested in this Proposal Request may result in disqualification of the proposal.

3. Bidders may be asked to make oral presentations to include food tasting by the Evaluation Committee members. Such presentations will be at the Bidder’s expense.

4. The sole objective of the Evaluation Committee will be to recommend the Bidder whose proposal is most responsive to the Campus’ needs. The specifications within this Proposal Request represent the minimum performance necessary for response.

5. Discussions may be conducted with Bidders who submit proposals determined to be reasonably acceptable, but proposals may be accepted without such discussion.

6. After selection of a Bidder pursuant to this Proposal Request process, AHEC reserves the right to negotiate all terms and conditions of the lease. If, for any reason, AHEC and the winning Bidder are unable to reach an agreement on mutually-acceptable terms and conditions, AHEC reserves the right to select another bidder or issue a new Proposal Request.

Evaluation Criteria

Each bid proposal will be evaluated on the basis of all of the contents with primary consideration given to the following criteria:

1. Introduction and company narrative, including:
   - Name and address.
   - Contact person(s) names(s) and contact information.
   - Company’s history and organizational structure.

2. Adequacy and creativity of proposed food service plan, including:
   - Overall product concept mix.
   - Value of products offered (price and portion).
   - Ability to change product lines to meet changing desires.
   - Concept for build-out; store-front renovation.

3. Evidence of social responsibility, including:
   - Local and minority participation plan.
• Non-discriminatory employment practices.
• Sound ecological and environmental practices/programs, including recycling and composting.
• Willingness to integrate into Campus activities and events and to interact with student, staff and other Campus constituent groups.
• Social responsibility and awareness.

4. Experience:

• Experience of the company in similar operations, and an overall performance record of company as assessed by current and former clients and, if warranted, by a visitation team which may conduct on-site inquiries.

5. Strength of an operational plan, including:

• Qualifications of a management team.
• Staffing and employee policies/practices.
• Accounting systems.
• Financial stability and capability of the company.
• Maintenance of facility and equipment upkeep plan.

6. A financial package, including:

• Initial investment.
• Minimum guarantees.
• Commission.

7. Commitment to marketing, as shown by:

• Marketing plans
• Dedication of resources and measurable value to marketing
• Thoroughness of surveys
• Creating partnerships with campus groups, clubs and organizations.

8. Review of AHEC Model Lease (Exhibit D), as shown by:

• Statement acknowledging review and acceptance of the document language as stated, or:
• “Redline” copy of document included with submission

VIII. GENERAL INFORMATION, TERMS AND CONDITIONS

ISSUING OFFICE – This Proposal Request is issued for the State of Colorado by AHEC on behalf of the Assistant Vice President of Business Services. The AVP, or their designee, administers the Tivoli food and beverage contracts.

PURPOSE – This Proposal Request provides prospective Bidders with sufficient information to enable them to prepare and submit proposals for consideration by AHEC to satisfy the needs for expert assistance in the completion of the tasks outlined.

SCOPE – This Proposal Request contains the instructions governing the proposals to be submitted, the material to be included therein, the mandatory requirements which must be met to be eligible for consideration and other requirements to be met by each proposal.
INVITATION TO BID – AHEC is hereby contacting prospective Bidders who have an interest or are known to do business relevant to this Proposal Request. All interested individuals/firms who were not contacted are invited to submit a proposal in accordance with the policies, procedures and dates as set forth herein.

INQUIRIES – Prospective Bidders may make written inquiries concerning this Proposal Request to obtain clarification of requirements. We suggest faxing or e-mailing requests to expedite responses. The fax number is (303) 556-6346; e-mail address is jackee.leonard@ahec.edu. If mailed, inquiries should be sent to:

Auraria Higher Education Center
Tivoli Student Union
900 Auraria Parkway, Suite 325
Denver, CO 80204
ATTN: Jackee Leonard,
Tenant Relations Coordinator

The Inquiry Must Be Marked:
“Auraria Higher Education Center Bagel/Sandwich Shop Operation”

ADDENDUM OR SUPPLEMENT TO PROPOSAL REQUEST – In the event that it becomes necessary to revise any part of this Proposal Request, a written addendum to this Proposal Request will be issued, and a copy provided to each Bidder who received or is known to have received the original Proposal Request. Only written addendums will be legally binding. No employee or agent of AHEC may verbally alter the contents of this Proposal Request.

PROPOSAL SUBMISSION – PROPOSALS MUST BE RECEIVED ON OR BEFORE 3:00 P.M., WEDNESDAY, March 30, 2016. Bidders mailing their proposals must allow sufficient mail delivery time to ensure receipt of their proposals by the time specified.

1. Copies Required:
   Eight (8) copies (total, including original) of the proposal should be sealed in a package showing the required information written on the outside of the package (see below).

2. Information required to be noted on package:
   • Bidder's name
   • “Bagel/Sandwich Shop Operation Proposal Request”
   • Proposal due date and time

3. Mail or deliver Proposal package to:

   Auraria Higher Education Center
   Tivoli Student Union
   900 Auraria Parkway, Suite 325
   Denver, CO 80204
   ATTN: Jackee Leonard
   Tenant Relations Coordinator

LATE PROPOSALS – Late proposals will not be accepted. It is the sole responsibility of Bidders to ensure that the proposal arrives in the designated office no later than the date and time specified.
REJECTION OF PROPOSALS – AHEC reserves the right to reject any or all bids, to waive informalities and minor irregularities in bids received and to accept any portion of a bid, or all the items bid, if deemed in the best interest of AHEC to do so.

PROPRIETARY INFORMATION – AHEC shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Such request shall be submitted by Bidders prior to the bid opening under separate cover. A determination of disclosure of information will be made in accordance with Colorado Open Records Law and State of Colorado Procurement Rules.

STATE OWNERSHIP OF RESPONSE MATERIAL – All material regarding this Proposal Request becomes the property of AHEC and will only be returned to the Bidder at AHEC’s option. Responses may be reviewed by any person after final selection has been made. AHEC has the right to use any or all ideas presented in reply to this request, subject to limitations outlined in the “Proprietary Information” section. Disqualification of a Bidder does not eliminate this right.

STATE OWNERSHIP OF CONTRACT PRODUCTS – All products produced in response to the contract or agreement resulting from this Proposal Request will be the sole property of AHEC. Any exceptions must be outlined in detail. Exceptions may serve as cause for rejection of a proposal.
# EXHIBIT B – ACADEMIC CALENDAR

## Auraria Campus Academic Calendar - Fall 2015 through Summer 2020

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<thead>
<tr>
<th>FALL</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
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<td>Fall Semester Begins</td>
<td>Aug 17</td>
<td>Aug 22</td>
<td>Aug 21</td>
<td>Aug 20</td>
<td>Aug 19</td>
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<tr>
<td>Labor Day Holiday - Campus Closed</td>
<td>Sep 7</td>
<td>Sep 5</td>
<td>Sep 4</td>
<td>Sep 3</td>
<td>Sept 7</td>
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<tr>
<td>Fall Break - No Classes - Campus Open</td>
<td>Nov 23-29</td>
<td>Nov 21-27</td>
<td>Nov 20-26</td>
<td>Nov 19-25</td>
<td>Nov 25-Dec 1</td>
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<td>Thanksgiving Holiday - Campus Closed</td>
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<td>Nov 24</td>
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<tr>
<td>MSU Denver/CU Denver Classes End</td>
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<td>Dec 12</td>
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<td>MSU Denver/CU Denver Final Exams</td>
<td>Dec 7-12</td>
<td>Dec 12-17</td>
<td>Dec 11-16</td>
<td>Dec 10-15</td>
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<td>CU Denver Commencement</td>
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<td>MSU Denver Commencement</td>
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<td>Weekend of Dec 17 (Date TBA)</td>
<td>Weekend of Dec 16 (Date TBA)</td>
<td>Weekend of Dec 15 (Date TBA)</td>
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<tr>
<td>Winter Break - Campus Closed</td>
<td>Dec 23-Jan 1</td>
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<tr>
<th>SPRING</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
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<th>2020</th>
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<tr>
<td>Winterim Period</td>
<td>Jan 8-17</td>
<td>Jan 8-15</td>
<td>Jan 2-14</td>
<td>Jan 2-17</td>
<td>Jan 2-19</td>
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<tr>
<td>Martin Luther King Jr. Holiday - Campus Open</td>
<td>Jan 18</td>
<td>Jan 16</td>
<td>Jan 15</td>
<td>Jan 21</td>
<td>Jan 20</td>
</tr>
<tr>
<td>Spring Semester Begins</td>
<td>Jan 19</td>
<td>Jan 17</td>
<td>Jan 16</td>
<td>Jan 22</td>
<td>Jan 21</td>
</tr>
<tr>
<td>MSU Denver/ CU Denver Classes End</td>
<td>May 7</td>
<td>May 6</td>
<td>May 5</td>
<td>May 11</td>
<td>May 9</td>
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<tr>
<td>CCD Classes End</td>
<td>May 9</td>
<td>May 8</td>
<td>May 7</td>
<td>May 13</td>
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<tr>
<td>MSU Denver/CU Denver Final Exam Week</td>
<td>May 9-14</td>
<td>May 8-13</td>
<td>May 7-12</td>
<td>May 13-18</td>
<td>May 11-16</td>
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<tr>
<td>Commencement</td>
<td>May 12</td>
<td>TBD</td>
<td>TBD</td>
<td>May 16</td>
<td>May 14</td>
</tr>
<tr>
<td>CU Denver Commencement</td>
<td>May 14</td>
<td>May 13</td>
<td>May 12</td>
<td>May 18</td>
<td>May 16</td>
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<tr>
<td>MSU Denver Commencement</td>
<td>May 14</td>
<td>Weekend of May 13 (Date TBA)</td>
<td>Weekend of May 12 (Date TBA)</td>
<td>Weekend of May 18 (Date TBA)</td>
<td>May 17</td>
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<tr>
<td>Event</td>
<td>2016</td>
<td>2017</td>
<td>2018</td>
<td>2019</td>
<td>2020</td>
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<td>--------------------------------------------</td>
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<td>---------</td>
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<tr>
<td>Maymester Begins - MSU Denver/CU Denver</td>
<td>May 16</td>
<td>May 15</td>
<td>May 14</td>
<td>May 20</td>
<td>May 18</td>
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<td>Memorial Day Holiday - Campus Closed</td>
<td>May 30</td>
<td>May 29</td>
<td>May 28</td>
<td>May 27</td>
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<tr>
<td>Summer Semester Begins - CCD Only</td>
<td>May 31</td>
<td>May 30</td>
<td>May 29</td>
<td>May 28</td>
<td>May 26</td>
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<td>Maymester Ends - MSU Denver/CU Denver</td>
<td>Jun 2</td>
<td>Jun 1</td>
<td>May 31</td>
<td>Jun 6</td>
<td>Jun 4</td>
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<tr>
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<td>Jun 4</td>
<td>Jun 10</td>
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<td>Independence Day Holiday - Campus Closed</td>
<td>Jul 4</td>
<td>Jul 4</td>
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<td>Jul 3</td>
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<td>Summer Semester Ends - CCD</td>
<td>Aug 8</td>
<td>Aug 7</td>
<td>Aug 6</td>
<td>Aug 5</td>
<td>Aug 2</td>
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EXHIBIT C – FURNITURE, FIXTURE & EQUIPMENT INVENTORY

Mercantile Equipment, AHEC Owned:

**Upstairs Dining Room and Staircase**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Antique Armoire</td>
</tr>
<tr>
<td>9</td>
<td>Round Table</td>
</tr>
<tr>
<td>7</td>
<td>Rectangular Table</td>
</tr>
<tr>
<td>6</td>
<td>Square Table</td>
</tr>
<tr>
<td>71</td>
<td>Wood Chairs</td>
</tr>
<tr>
<td>8</td>
<td>Stained Glass Lamp Shades</td>
</tr>
<tr>
<td>1</td>
<td>Hanging Metal Lamp with Shade</td>
</tr>
<tr>
<td>8</td>
<td>Framed Historical Photos (two with missing descriptions)</td>
</tr>
<tr>
<td>2</td>
<td>Framed Prints</td>
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**Downstairs Dining Room and Staircase**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Stained Glass Lamp Shade</td>
</tr>
<tr>
<td>8</td>
<td>Wall Sconce with Hurricane Shade</td>
</tr>
<tr>
<td>2</td>
<td>Large Round Table</td>
</tr>
<tr>
<td>7</td>
<td>Small Round Table</td>
</tr>
<tr>
<td>3</td>
<td>Square Tables</td>
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<tr>
<td>50</td>
<td>Captain’s Chairs</td>
</tr>
<tr>
<td>2</td>
<td>Lockers with Six (6) Doors</td>
</tr>
<tr>
<td>5</td>
<td>Framed Historical Photos (3 downstairs, 2 staircase)</td>
</tr>
</tbody>
</table>

**Main Level / Kitchen, Prep and Service Area**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Three-Compartment Sink with Garbage Disposal</td>
</tr>
<tr>
<td>1</td>
<td>10’ Counter with Sink and Shelves</td>
</tr>
<tr>
<td>2</td>
<td>3’ x 3” print</td>
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</tbody>
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LEASE AGREEMENT

LESSOR: STATE OF COLORADO, acting by and through the Board of Directors of the Auraria Higher Education Center

LESSEE: 

LOCATION: 
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<td>Article 23</td>
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### EXHIBITS

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</tr>
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<tr>
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<td>Exhibit D – Rules &amp; Regulations</td>
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<td>Exhibit E – Sign Criteria</td>
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<tr>
<td>Exhibit F – Mechanics’ Lien &amp; Asbestos Disclaimer</td>
</tr>
<tr>
<td>Exhibit G – Equipment</td>
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</table>
LEASE AGREEMENT

This Lease Agreement, made and entered into this _____ day of _____, 20__, by and between the STATE OF COLORADO, acting by and through the Board of Directors of the Auraria Higher Education Center, a body corporate and agency of the State of Colorado, (the “Lessor), and __________, incorporated under the laws of the State of _______, whose address or principal place of business is _____(the “Lessee”).

WITNESSETH:

WHEREAS, the Lessor owns certain real property (the “Tivoli”), as described in Exhibit A attached hereto and made a part hereof, a portion of which Lessee desires to lease according to the terms of this Lease Agreement (the “Lease”); and

WHEREAS, authority exists in the Law for the Lessor to lease the property.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 PREMISES

1.1 Lessor hereby leases and demises unto Lessee the Premises (the “Premises”), as further described in Exhibit B attached hereto and made a part hereof. The Premises includes approximately _____ (_____) square feet.

1.2 Lessee hereby acknowledges and agrees that the Lessor shall not be obligated to make any repairs or improvements to the Premises. Accordingly, Lessee hereby accepts the Premises “AS-IS” in the condition existing as of the Commencement Date (as hereinafter defined) without any warranty or obligation of the Lessor of any nature or kind whatsoever, as to habitability or fitness of the Premises.

ARTICLE 2 TERM

2.1 This Lease shall be for a period of _____(_____) years and shall commence on the _____ day of _____, 20__ (the “Commencement Date”) and end on the _____ day of _____ 20__, (the “Initial Term”) unless terminated sooner, as provided herein.

2.2 Lessee shall have the right to renew this Lease for ___ (__) additional _____(_____) year terms, provided Lessee is not in default of this Lease. Lessee shall provide Lessor with written notice of its intent to renew this Lease at least one hundred twenty (120) days prior to the expiration of the Initial Term and any renewal term thereof. This Lease shall be renewed through an amendment.

ARTICLE 3 USE OF PREMISES

3.1 Lessee agrees that the Premises shall be used and occupied only as _____ in a careful, safe, and proper manner, and that it will pay on demand for any damage to the Tivoli or the Premises caused by the misuse of same by it, its guests, invitees, agents, or employees.

3.2 Lessee shall not use or permit the Premises to be used for any purpose prohibited by the laws, ordinances or regulations of the United States, the State of Colorado, the City and County of Denver, or other governmental entity with jurisdiction.
3.3 Lessee shall not use or keep any substance or material in or about the Premises, which may reduce or void the insurance coverage at the Premises or increase risks associated with the use or occupancy of the Premises, or which may prove offensive or annoying to persons occupying adjacent premises.

3.4 The Premises is designated as a non-smoking facility.

3.5 Lessee agrees to abide by and adhere to all other campus-wide policies of the Lessor and the Auraria Campus.

3.6 Lessee shall not permit any nuisance at the Premises.

3.7 Lessor makes no representations to Lessee that Lessee will have the exclusive right in the Tivoli to the use specified in Section 3.1 hereof or that there will not be any competitive businesses in the Tivoli.

ARTICLE 4 USE & OPERATION OF BUSINESS

4.1 Required and Prohibited Use. The Premises shall be used and occupied only for the purpose of carrying on the business permitted by Article 3 hereto and for no other use or purpose.

4.2 Operational Date

(a) Lessee shall complete all Lessee Work and begin operating its business pursuant to this Article on or before _____, 20__ (the “Operational Date”).

(b) Lessee shall be charged a $100 per day penalty beginning on the 5th day after the Operational Date if Lessee is not operating its business pursuant to this Article. Such amounts shall be paid in addition to the payment of Rent and shall be considered Additional Rent (as hereinafter defined). If the Lessee Work is not completed and/or Lessee’s operations are not fully open for business within 20 days after the Operational Date, Lessor shall have the right to terminate this Lease and Lessee shall forfeit its Security Deposit (as hereinafter defined), if any, and any other sums paid to Lessor hereunder.

4.3 Operation of Lessee’s Business. Lessee will operate Lessee’s business in the Premises so as to maximize the Gross Sales produced by such operation, and will carry in the Premises at all times a stock of merchandise of such size, character, quantity, and quality as is reasonably designed to produce the greatest Gross Sales. Lessee will carry on its business diligently and continuously at the Premises through the Initial Term and any renewal term thereof and will keep the Premises open for business on all business days in accordance with the following schedule of business hours: ______________. If Lessor from time to time establishes a different schedule of business hours for the Tivoli, Lessee will remain open during such revised business hours.

4.4 Manner of Conducting Business. Lessee’s business in the Premises will be conducted only under the trade name specified as follows: ____. Lessee will not use or permit the Premises to be used under any other trade name without Lessor’s prior written consent. Lessee will maintain an adequate number of capable employees and sufficient inventory in order to achieve the greatest possible Gross Sales. Lessee’s local advertising will refer to the business conducted at the Premises and will mention the name of the Tivoli Student Union. Lessee acknowledges that the identity of Lessee, the specific character of Lessee’s business, the anticipated use of the Premises, and the relationship between such use and other uses within the Tivoli have been material considerations to Lessor’s entry into this Lease. Any material change in the character of Lessee’s business or use, including, but not limited to, the inventory, decor, or theme, will constitute a default under this Lease.
4.5 **Student Employees and Local Business Partners.** Lessee agrees to give preference when reasonable in hiring to the employment of students at the Premises who are enrolled at the Community College of Denver, Metropolitan State University of Denver, and the University of Colorado Denver.

4.6 **Sales Restrictions.** Lessee is prohibited from selling at the Premises the following items: cigarettes or other tobacco or smoking products, marijuana or cannabis products, school supplies, collegiate insignia items, sports clothing, pizza, fast food hamburgers and/or Asian or Mexican-style fast food. Any product sold through an automated vending machine is also prohibited.

4.7 **Default.** Notwithstanding Sections 4.2 and 4.5, if Lessee violates any of the requirements of this Article in connection with the use and operation of the Premises, without Lessor’s prior written consent, Lessee shall pay a penalty of **One Hundred Dollars ($100.00)** per violation for each calendar day that each such violation persists.

**ARTICLE 5  **LESSOR’S OWNERSHIP

5.1 Lessor warrants and represents itself to be the owner of, or the authorized representative or agent of the owner of, the Premises in the form and manner as stated herein, and during the Initial Term and any renewal term thereof covenants and agrees to warrant and defend Lessee in the quiet, peaceable enjoyment and possession of the Premises.

5.2 Notwithstanding the foregoing, Lessee acknowledges that the Premises is located within a student union and as a student union, musicians or other entertainers are regularly scheduled for appearance in and around the Tivoli. It is Lessee’s responsibility to obtain a schedule of events from the Lessor.

**ARTICLE 6  **RENT

6.1 **Base Rent.** Throughout the Initial Term and any renewal term thereof, Lessee will, on a monthly basis, pay Base Rent to Lessor as rent for the Premises. Base Rent shall mean _____ per month commencing on the Commencement Date, which shall be increased annually upon each anniversary of the Commencement Date by an amount equal to ____ percent over the amount prevailing during the preceding year. The Base Rent amount will be paid in advance on the first day of each calendar month of the Initial Term and any renewal term therefore, beginning on the Commencement Date whether or not said date is the first day of the calendar month. If the Commencement Date is on a day other than the first day of the calendar month, then such Base Rent will be appropriately prorated by Lessor for such month.

6.2 **Percentage Rent.** During the Initial Term and any renewal term thereof, Lessee will furnish Lessor with a statement of Gross Sales (as hereinafter defined) for the preceding calendar month and Lessee will pay Lessor an amount equal to ______ percent of its Gross Sales (the “Percentage Rent”) for that month. The monthly statement of Gross Sales and the Percentage Rent shall be due on the fifteenth day of each month for the preceding calendar month, beginning with the Operational Date.

6.3 **Utilities.** Lessee will pay all utility deposits and fees and all monthly service charges for water, electricity, sewage, gas, telephone, telecommunication services, HVAC services and any other utility services furnished to the Premises and the improvements on the Premises during the Initial Term and any renewal term thereof. If such services are not separately metered and billed to Lessee but rather are billed to and paid by Lessor, Lessee will pay to Lessor its pro rata share of the cost of such services and such costs shall be deemed Additional Rent. Lessor shall have the option to either separately meter and bill utility services for the Premises or provide central metering for all or some of the utilities provided to the Premises and bill Lessee for its respective utility usage. The cost of submeters and their installation will be borne by Lessee.
6.4 Unless otherwise stated, Base Rent and Percentage Rent shall collectively be referred to as Rent. All Rent amounts and any accompanying monthly Gross Sales statements will be paid to Lessor, without notice or demand, and without deduction or offset, in lawful money of the United States of America at the Lessor’s Student Facilities & Services Office, 900 Auraria Parkway, Suite 325, Denver, Colorado, 80204 or at such place as Lessor may from time to time designate in writing. Payments shall be made payable to: Student Facilities & Services. At the Lessor’s sole and absolute discretion and with five (5) days prior written notice to Lessee, Lessor may require that Lessee pay Rent with a certified cashier’s check for any given month or for all subsequent months.

6.5 Late Payments. If Lessee remits any amounts due and payable to Lessor more than 24 hours late and without Lessor’s prior written consent, Lessor shall have the right, but not the obligation, to charge Lessee a late fee equal to five percent (5%) of the amount due and interest at the annual rate of eighteen percent (18%) from the date the payment is due until the payment and interest on it are paid in full. This penalty may be assessed in addition to any other charge described in this Lease and shall be deemed to be Additional Rent.

6.6 Additional Rent. Lessee shall pay to Lessor, in addition to Base Rent and Percentage Rent, all other amounts which shall become due and payable hereunder by the Lessee to the Lessor. Any such amounts shall be deemed to be Rent and all remedies of Lessor on nonpayment of Rent shall be applicable thereto. Any penalties assessed by Lessor under the terms of this Lease shall be immediately due and payable to Lessor upon notice to Lessee and shall be considered to be Additional Rent.

ARTICLE 7 GROSS SALES; RECORD KEEPING; & LESSOR’S RIGHT TO INSPECT

7.1 Gross Sales.

(a) For purposes of this Lease and the calculation of Percentage Rent, Gross Sales shall mean the actual sales or rental price of all goods, wares and merchandise sold, leased, licensed or delivered, less sales taxes paid, and the actual charges for all services performed by the Lessee or by any sublessee, licensee or concessionaire in, at, from or arising out of the use of the Premises, wholesale and retail, whether for cash, credit, exchange or otherwise, without reserve or deduction for inability or failure to collect. Gross Sales will include without limitation, sales, rentals and services:

(1) when the orders for them originate in, at, from or arising out of the Premises, whether delivery or performance is made from the Premises or from some other place;

(2) made or performed by mail, telephone or telegraph orders; or

(3) that Lessee or any sublessee, licensee, concessionaire or other person in the normal and customary course of its business would credit or attribute to its operations in any part of the Premises.

(b) Any deposit that is not refunded will be included in Gross Sales. Each installment sale or credit sale will be treated as a sale for the full price in the month during which the sale is made, regardless of whether or when Lessee receives payment for it. Gross Sales will not be reduced by any franchise, occupancy, capital stock, income or similar tax based on income or profits.

7.2 Percentage Rent & Recordkeeping.

(a) Each monthly statement of Gross Sales furnished by Lessee will be certified as correct by Lessee or an employee of Lessee authorized to so certify and will show the computations of Gross Sales for Lessee and each of its sublessee, licensees and concessionaires separately.
(b) For the purpose of ascertaining the amount of Gross Sales, Lessee will record each and every sale at the time of the transaction on either a cash register having a sealed, continuous cash register tape with cumulative totals that numbers, records, and duplicates each transaction entered into the register, or on serially pre-numbered sales slips. If Lessee chooses to record each sale on individual sales slips, the sales slips (including those canceled, voided, or not used) will be retained in numerical sequence for three (3) years.

(c) Lessee will prepare, preserve, and maintain for a period of not less than three (3) years, the following books, accounts and records:

1. daily cash register summary tapes (normally referred to as “Z tapes”) or pre-numbered sales slips;
2. a single, separate bank account into which all receipts of business or other revenue from operations on or from the Premises are deposited;
3. all bank statements detailing transactions in or through any business bank account;
4. a general ledger or a summary record of all cash receipts and disbursements from operations on or from the Premises;
5. copies of all tax returns filed with any governmental authority that reflect in any manner sales, income or revenue generated in or from the Premises, including but not limited to, federal income tax returns and state sales or use tax returns; and
6. other records or accounts that Lessor may reasonably require in order to ascertain, document or substantiate monthly Gross Sales.

(d) Notwithstanding anything to the contrary stated herein, failure to maintain the above records pursuant to the terms of this Section shall be deemed to be a default under the terms of this Lease.

(e) Lessee’s obligation under this Section shall survive the expiration or earlier termination of this Lease.

7.3 All of the books, records and other documents set forth in this Article from which Gross Sales may be readily and accurately determined and verified shall be maintained at the Premises and in the manner recited in Section 7.2, and will be open to inspection, examination, or audit by Lessor or Lessor’s designated representative upon giving Lessee fifteen (15) days prior notice of Lessor’s intention to exercise its rights under this Article. In connection with an examination or audit, Lessor will have the right to inspect the records of sales from any other store operated by Lessee, but only if the examination is reasonably necessary to ascertain Gross Sales from the Premises.

7.4 Because the bona fide reporting of Gross Sales and the due payment of Percentage Rent are essential to Lessor, Lessor shall also be entitled at any time to have all or any of the accounting records and procedures of Lessee affecting the determination of Gross Sales specially audited or examined by Lessor or its agent and who may be required by Lessor to report to Lessor his opinion as to any matters arising in connection with whether or not Lessee has complied with the Gross Sales reporting requirements contained in this Lease and the payment of Percentage Rent.

(a) If Lessee’s accounting records and procedures were sufficient to permit a determination for Gross Sales for any period in question, Lessor shall deliver a copy of any report it prepares or receives to
Lessee and shall forthwith credit to Lessee any amount therein set out as an overpayment of Percentage Rent by Lessee or the Lessee shall forthwith pay to the Lessor any amount therein set out as an underpayment of Percentage Rent, as the case may be; or

(b) If Lessee’s accounting records and procedures were not sufficient to permit a determination of Gross Sales for any period in question, Lessor may thereafter deliver to Lessee an estimate made by Lessor of Gross Sales for any such period and the amount of any underpayment of Percentage Rent. In such an instance, Lessee shall forthwith pay to Lessor any amount therein set out as an underpayment of Percentage Rent. Every such estimate shall be binding upon Lessee until and except to the extent that Lessee proves it inaccurate and shall not be contestable by Lessee after one year.

7.5 All of Lessor’s costs of any special audit, examination or report under this Article shall be payable by Lessee to Lessor on demand if the Percentage Rent paid by Lessee for any period was three or more percent less than required under the terms of this Lease or if Lessee has made any other default under the terms of this Lease.

7.6 Financial Statements. Within ninety (90) days after the end of each calendar year during the Initial Term and any renewal term thereof, Lessee will deliver to Lessor: (a) a financial statement (including fiscal year), certified by Lessee’s chief financial officer; and (b) copies of the past year’s sales tax returns filed by Lessee with respect to business conducted from the Premises or Lessee shall supply Lessor with appropriate documentation of Lessee’s tax exemption status.

ARTICLE 8 LESSEE WORK

8.1 Lessee Work. At Lessee’s sole cost and expense, Lessee shall be responsible for undertaking and completing all Lessee Work, as described in Exhibit C, attached hereto and made a part hereof, in a good and workmanlike manner, in strict conformance with the plans approved by Lessor and in compliance with applicable legal, building code and zoning requirements, including but not limited to the requirements of the Americans with Disabilities Act (hereinafter referred to as “ADA”). Lessee shall also comply with Lessor’s “Building Standards for the Tivoli,” as amended, which is incorporated into this Lease by reference. Any damage to any part of the Tivoli or any property of Lessor or any other lessee of the Tivoli caused by Lessee or Lessee’s agents will be repaired or corrected by Lessee, at Lessee’s expense, to the satisfaction of Lessor. Lessee shall be responsible for obtaining a certificate of occupancy for the Premises.

8.2 Lessee Finish Requirements.

(a) Prior to beginning any of the work described in Exhibit C, Lessee shall first provide to Lessor evidence of all insurance required by the terms of Article 18 of this Lease, and any necessary permits and/or licenses. Lessee shall also, prior to beginning any work in or on the Premises, post the mechanics’ lien and asbestos disclaimers in the forms set out in Exhibit F, attached hereto and made a part hereof, in sufficient number and in every work area as determined by Lessor.

(b) For the Initial Term and any renewal term thereof, Lessee shall provide Lessor with a list of proposed contractors to perform Lessee Work at the Tivoli. Lessor reserves the right to review, approve and reject Lessee’s contractor(s) and provide Lessee with a list of building approved contractors.

(c) No Lessee Work shall commence prior to the Lessor’s approval of all plans, specifications, and proposed contractors for Lessee Work. Such plans, specifications, and proposed contractors shall be presented to Lessor not less than thirty (30) days after the Commencement Date.

8.3 Alterations. Lessee shall comply with the following requirements:
(a) Lessee will not make or cause to be made any alterations, additions or improvements to or of the Premises or any part of the Premises, or attach any fixture or equipment to the Premises, without first obtaining Lessor’s prior written consent.

(b) Any alteration, additions or improvements to the Premises consented to by Lessor will be made by Lessee at Lessee’s sole cost and expense according to the plans, specifications, and proposed contractors approved by Lessor.

(c) Lessor may require, at its option, that Lessee provide Lessor at Lessee’s sole cost and expense a lien and completion bond, or payment and performance bond, in an amount equal to twice the estimated cost of any contemplated alterations, fixtures and improvements, to insure Lessor against any liability for mechanics’ or material men’s liens and to ensure the completion of such work.

(d) All alterations, additions, fixtures and improvements, whether temporary or permanent in character, made in or upon the Premises either by Lessee or Lessor (other than furnishings, trade fixtures, and equipment installed by Lessee), will be Lessor’s property and, at the end of the Initial Term or any renewal term thereof, will remain on the Premises without compensation to Lessee. If Lessor requests at the end of the Initial Term or any renewal term thereof, Lessee will remove all such alterations, fixtures and improvements from the Premises and return the Premises to the condition in which they were delivered to Lessee. Upon such removal, Lessee will immediately and fully repair any damage to the Premises occasioned by the removal.

(e) Lessee will acquire and maintain all of its personal property, furniture, fixtures, equipment, alterations and improvements in the Premises free of liens, claims or adverse interests of third parties.

ARTICLE 9 COMMON AREAS

9.1 As used in this Lease, the term “Common Areas” means, without limitation, any parking areas, hallways, entryways, stairs, escalators, elevators, driveways, walkways, terraces, docks, loading areas, trash facilities, and all other areas and facilities in the Tivoli that are provided and designated from time to time by Lessor for the general nonexclusive use and convenience of Lessee with other lessees of the Tivoli and their respective employees, customers, invitees, licensees, or other visitors. Lessor grants Lessee, its employees, invitees, licensees, and other visitors a nonexclusive license for the Initial Term and any renewal term thereof to use the Common Areas in common with others entitled to use the Common Areas including, without limitation, Lessor and other lessees of the Tivoli, and their respective employees, customers, invitees, licensees, and visitors, and other persons authorized by Lessor, subject to the terms and conditions of this Lease. Without advance notice to Lessee and without any liability to Lessee in any respect, Lessor will have the right to:

(a) establish and enforce reasonable rules and regulations concerning the maintenance, management, use and operation of the Common Areas;

(b) close off any of the Common Areas for maintenance, alteration, or improvement purposes;

(c) temporarily close any of the Common Areas for maintenance, alteration, or improvement purposes;
(d) select, appoint or contract with any person for the purpose of operating and maintaining the Common Areas, subject to such terms and at such rates as Lessor deems reasonable and proper;

(e) change the size, use, shape or nature of any such Common Areas, provided such change does not thus deprive Lessee of the substantial benefit and enjoyment of the Premises. So long as Lessee is not thus deprived of the substantial use and benefit of the Premises, Lessor will also have the right at any time to change the arrangement or location of, or both, or to regulate or eliminate the use of, any concourse, parking spaces, or any elevators, stairs, toilets, or other public conveniences in the Tivoli, without incurring any liability to Lessee or entitling Lessee to any abatement of Rent, and such action will not constitute an actual or constructive eviction of Lessee; and

(f) change the size or use of the Common Areas.

ARTICLE 10 LESSOR’S SERVICES

10.1 Lessor’s Repair and Maintenance. Lessor will maintain the Common Areas of the Tivoli in reasonably good order and condition, except for: (a) any damage occasioned by the negligent or willful acts or omissions of Lessee, Lessee’s agents, employees or invitees; (b) any damage occasioned by the failure of Lessee to perform or comply with any terms, conditions or covenants in this Lease; (c) any structural alterations or improvements required by Lessee’s use and occupancy of the Premises; and (d) ordinary wear and tear.

10.2 Lessor’s Other Services. Lessor will use its best efforts to keep the Common Areas: (a) in a reasonably clean and orderly condition and free of snow, ice and debris; and (b) lighted and landscaped. Lessor will not be in default under this Lease or be liable for any damages directly or indirectly resulting from, nor will the Rent be abated by reason of: (i) the installation, use or interruption of use of any equipment in connection with the furnishing of any such services; (ii) failure to furnish or delay in furnishing any such services, when such failure or delay is caused by accident or any condition beyond the reasonable control of Lessor or by the making of necessary repairs or improvements to the Premises or to the Tivoli; or (iii) the limitation, curtailment, rationing, or restrictions on use of water, electricity, gas or any other form of energy serving the Premises or the Tivoli. Lessor will use reasonable efforts to remedy diligently any interruption in the furnishing of such services, but shall have no liability for a failure to do so.

10.3 Limitation on Liability. Lessor will not be liable to Lessee or any other person for direct or consequential damage or otherwise for any failure to supply any heat, air conditioning, elevator, cleaning, lighting, security, or other service Lessor has agreed to supply during any period when Lessor uses reasonable diligence to supply such services. Lessor reserves the right to discontinue temporarily such services, or any of them, at such times as may be necessary by reason of the following: accident; unavailability of employees; repairs, alterations, or improvements; strikes; lockouts; riots; acts of God; governmental preemption in connection with a national or local emergency; any rule, order, or regulation of any governmental agency; conditions of supply and demand that make any product unavailable; or Lessor’s compliance with any mandatory governmental energy conservation program at the request of or with consent or acquiescence of Lessee. In the event of invasion, mob, riot, public excitement, or other circumstances rendering such action advisable in Lessor’s sole opinion, Lessor will have the right to prevent access to or from the Tivoli during the continuance of the same by such means as Lessor, in its sole discretion, may deem appropriate, including without limitation locking doors and closing parking areas and other Common Areas. Lessor will not be liable for damages to person or property or for injury to, or interruption of, business for any discontinuance permitted under this Article, nor will such discontinuance in any way be construed as an eviction of Lessee or cause an abatement of Rent or operate to release Lessee from any of Lessee’s obligations under this Lease. Lessee acknowledges that the liability of Lessor and its directors, employees and agents is limited by the provisions of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as now or hereafter
amended, and the risk management statutes, C.R.S. §24-30-1501, et seq., as now or hereafter amended. Lessee further acknowledges that no provision of this Lease is intended to, or shall, operate to expand the types or extent of the liability of Lessor beyond that provided for in the above-cited statutes.

ARTICLE 11 LESSEE’S REPAIRS

11.1 Lessee will at all times during the Initial Term and any renewal term thereof keep and maintain, at its own cost and expense, in good order, condition, and repair, the Premises (including, without limitation, all improvements, fixtures, and equipment on the Premises). At all times, Lessee shall adhere to Lessor’s “Building Standards for the Tivoli,” as amended.

11.2 Lessee’s obligation to keep and maintain the Premises in good order, condition, and repair includes without limitation the following: all plumbing and sewage facilities to the sewer main in the Premises; floors (including floor coverings); doors, locks, and closing devices; window casements and frames; signage; glass and plate glass; grilles; all electrical facilities and equipment; and all other appliances and equipment of every kind and nature. In addition, Lessee will, at its sole cost and expense, install or construct any improvements, equipment, or fixtures required by any governmental authority of agency as a consequence of Lessee’s use and occupancy of the Premises. Lessee will replace any damaged plate glass immediately upon the occurrence of such damage.

11.3 Lessor shall have the right to enter the Premises for the purpose of independently assessing Lessee’s compliance with the obligation to keep and maintain the Premises in accordance with the terms of this Article. Lessor may, in its sole discretion, determine that certain facilities or systems within the Premises are in need of maintenance and/or repair. Upon such a determination by Lessor, Lessee shall be obligated to perform said maintenance or repair at its own expense. In the alternative, Lessor may perform such services itself or employ an outside firm to perform periodic inspections of the facilities and systems serving the Premises, and to perform any necessary work, maintenance, or repair of them. In that event, Lessee will reimburse Lessor for all reasonable amounts paid by Lessor in connection with such repairs and maintenance.

11.4 Lessee shall be responsible for complying with the applicable provisions of the ADA as it applies to the Premises and the condition thereof. Lessee will provide ADA access and use to the Premises and Lessee will complete needed alterations that meet or exceed current ADA regulations and guidelines.

11.5 To the extent allowed by law, Lessee waives the right to make repairs at Lessor’s expense under the provisions of any laws permitting repairs by a lessee at the expense of a lessor.

11.6 Lessee shall be responsible for pest control (rodent and bugs) for the Premises. Lessee will enter into a preventative maintenance contract reasonably acceptable to Lessor at Lessee’s sole cost and expense with a pest control contractor reasonably acceptable to Lessor for the Initial Term and any renewal term thereof. Lessee will provide the Lessor with copies of such services and/or receipts of such services within ten (10) days of the service.

11.7 Lessee shall be responsible for the total maintenance of the hood exhaust system and its roof-top unit. This maintenance shall include, but not be limited to, cleaning the entire exhaust system, including hood, ductwork and roof-top unit, a minimum of four (4) times per calendar year by a professional hood-cleaning company approved by Lessor, and testing the hood’s ANSUL system a minimum of two (2) times per calendar year by a professional fire-suppression company also approved by Lessor. Total maintenance shall also include any and all repairs to the hood system in order to keep it in good operating condition and shall be at the expense of Lessee. Lessee will provide the Lessor with copies of such service and/or receipts of such services as required by the City and County of Denver or its health department within ten (10) days of the service.
11.8 Any occurrence of Lessee violating any of the requirements of this Article without Lessor’s prior written consent shall result in a penalty of One Hundred Dollars ($100.00) per violation for each calendar day that each such violation persists. In addition, Lessor may, but will not be obligated to, cure Lessee’s default and charge Lessee as Additional Rent the cost incurred to do so plus fifteen percent (15%) of such cost.

ARTICLE 12 PAYMENTS FOR CONTRACTORS’ LABOR & MATERIALS

12.1 Lessee shall comply with the following provisions:

(a) Lessee will pay or cause to be paid all costs and charges for Lessee Work, as set forth in Article 8 and Exhibit C, done by it or caused to be done by it in or to the Premises and for all materials furnished for or in connection with such work. In the conduct of Lessee Work, the Lessee shall take all action to ensure that no mechanics’ or other lien shall attach to the Premises or the Tivoli, including without limitation, the posting of notices, with form and content and in the manner as specified in C.R.S. §38-22-105(2), as now or hereafter amended, notifying all persons or entities which may supply labor or materials in connection with the Lessee Work that the Lessor’s interest in the Premises and/or the Tivoli shall not be subject to any lien for the same.

(b) Lessee will indemnify Lessor against, and hold Lessor, the Premises, and the Tivoli free, clear, and harmless of and from, all mechanics’ liens, and claims of liens, and all other liabilities, lien, claims, and demands, on account of such work. If any such lien, at any time, is filed against the Premises or any part of the Tivoli, Lessee will cause such lien to be discharged of record within ten (10) days after the filing of such lien, except that if Lessee desires to contest such liens, it will furnish Lessor, within such ten (10) day period, security reasonably satisfactory to Lessor of at least one hundred fifty percent (150%) of the amount of the claim, plus estimated costs and interest. If a final judgment establishing the validity or existence of a lien for any amount is entered, Lessee will pay and satisfy the same at once.

(c) If Lessee fails to pay any charge for which a mechanics’ lien has been filed, and has not given Lessor security as described above, Lessor may, at its option, pay such charge and related costs and interest, and the amount so paid, together with reasonable attorneys’ fees incurred in connection with such lien, will be immediately due from Lessee to Lessor.

(d) Nothing contained in this Lease will be deemed the consent or agreement of Lessor to subject Lessor’s interest in the Premises or the Tivoli to liability under any mechanics’ or other lien law.

(e) If Lessee receives notice that a lien has been or is about to be filed against the Premises or the Tivoli, or that any action affecting title to the Tivoli has been commenced on account of work done by or for, or materials furnished to or for, Lessee, it will immediately give Lessor written notice of such notice. At least ten (10) days prior to the commencement of any Lessee Work (including, but not limited to, any maintenance, repairs, alteration, additions, improvements or installations) in or to the Premises, by or for Lessee, Lessee will give Lessor written notice of the proposed work and the names and addresses of the persons supplying labor and materials for the proposed work. Lessor will have the right to post notices of non-responsibility or similar notices on the Premises in order to protect the Premises against any such liens.

ARTICLE 13 END OF TERM

13.1 Upon the expiration of this Lease or earlier termination thereof, Lessee will promptly quit and surrender the Premises in good order, condition, and repair, ordinary wear and tear excepted.
13.2 If Lessee is not then in default at the expiration of this Lease, Lessee may remove from the Premises any trade fixtures/"branded" equipment, equipment and movable furniture placed in the Premises by Lessee, whether or not such trade fixtures or equipment are fastened to the Tivoli. Lessee will not remove any trade fixtures or equipment without Lessor’s written consent if such fixtures or equipment will result in impairing the structural strength of the Tivoli or improvements.

13.3 Whether or not Lessee is in default at the expiration of this Lease, Lessee will at Lessor’s request remove Lessee’s personal property, furniture, fixtures, equipment, and improvements, return the Premises to their condition in which they were delivered to Lessee, and repair any damage that occurs when it is doing so. All trade fixtures, equipment, furniture, inventory, effects, alterations, additions and improvements not so removed will be deemed conclusively to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to Lessee or any other person and without obligation to account for them; and Lessee will pay Lessor for all expenses incurred in connection with such property, including but not limited to the cost of repairing any damage to the Tivoli or Premises cause by the removal of such property.

13.4 Lessee’s obligation under this Article shall survive the expiration or earlier termination of this Lease.

ARTICLE 14 EMINENT DOMAIN

14.1 The term “total taking” means the taking of the fee title or Lessor’s master leasehold estate by the right of eminent domain or other authority of law, or a voluntary transfer under the threat of the exercise of the right of eminent domain or other authority, to so much of the Premises or a portion of the Tivoli as is necessary for Lessee’s occupancy that the Premises are not suitable for Lessee’s intended use. The term “partial taking” means a taking of only a portion of the Premises or the Tivoli that does not constitute a total taking.

14.2 If a total taking occurs during the Initial Term or any renewal term thereof, this Lease will terminate as of the date of the taking. The phrase “date of the taking” means the date of taking actual physical possession by the condemning authority or such earlier date as the condemning authority gives notice that it is deemed to have taken possession.

14.3 If a partial taking occurs during the Initial Term or any renewal term thereof, either Lessor or Lessee may cancel the portion of this Lease with respect to the portion of the Premises taken by written notice given within thirty (30) days after the date of the taking, and this Lease will terminate as to the portion of the Premises taken on the date of the taking. If the Lease is not so terminated, this Lease will continue in full force and effect as to the remainder of the Premises. The monthly Base Rent payable by Lessee for the balance of the Initial Term or any renewal term thereof will be abated in the proportion that the leasable area of the Premises taken bears to the leasable area of the Premises immediately prior to such taking, and Lessor will make all necessary repairs or alterations to make the remaining Premises a complete architectural unit.

14.4 All compensation and damages awarded for the taking of the Premises, any portion of the Premises, or the whole or any portion of the Common Areas or Tivoli will belong to Lessor. Lessee will not have any claim or be entitled to any award for diminution in value of its rights under this Lease or for the value of any unexpired term of this Lease; however, Lessee may make its own claim for any separate award that may be made by the condemnor for Lessee’s loss of business or for the taking of or injury to Lessee’s improvements, or on account of any cost or loss Lessee may sustain in the removal of Lessee’s trade fixtures, equipment and furnishing, or as a result of any alterations, modifications or repairs that may be reasonably required by Lessee to put the remaining portion of the Premises not so condemned in a suitable condition for the continuance of Lessee’s occupancy.
14.5 If this Lease is terminated pursuant to this Article, then all Rent and other charges payable by Lessee to Lessor under this Lease will be paid up to the date of the taking, and any Rent and other charges paid in advance and allocable to the period after the date of the taking will be repaid to Lessee by Lessor. Lessor and Lessee will then be released from all further liability under this Lease.

ARTICLE 15  DAMAGE & DESTRUCTION

15.1 If the Premises or the portion of the Tivoli necessary for Lessee’s occupancy is damaged or destroyed during the Initial Term or any renewal term thereof by any casualty insurable under standard fire and extended coverage insurance policies, Lessor shall have the option to terminate this Lease or to repair or rebuild the Premises to substantially the condition in which the Premises were immediately prior to their delivery to Lessee.

15.2 Lessor’s obligation under this Article will not exceed the extent of proceeds received by Lessor of any insurance policy maintained by Lessor.

15.3 The monthly Base Rent will be abated proportionately, at a rate and for a period selected by Lessor, during any period in which, by reason of any damage or destruction not occasioned by the negligence or willful misconduct of Lessee or Lessee’s employees or invitees, there is a substantial interference with the operation of the business of Lessee. Such abatement will be proportional to the measure of business in the Premises that Lessee may be required to discontinue. The abatement will continue for the period commencing with such destruction or damage and ending with the completion by the Lessor of such work, repair, or re-construction as Lessor is obligated to do.

15.4 If the Premises or the portion of the Tivoli necessary for Lessee’s occupancy is damaged or destroyed according to the following standards as determined by the Lessor, the Lessor may either terminate this Lease or elect to repair or restore the damage or destruction: (i) to the extent of ten percent (10%) or more of the then-replacement value of either the Premises or the Tivoli by a cause or casualty other than those covered by fire and extended coverage insurance; or (ii) to the extent that it would take in excess of ninety (90) days to complete the requisite repairs. If this Lease is not terminated pursuant to this Section 15.4, this Lease will remain in full force and effect. Lessor and Lessee waive the provisions of any law that would dictate automatic termination or grant either of them an option to terminate in the event of damage or destruction. Lessor’s election to terminate under this Section will be exercised by written notice to Lessee given within sixty (60) days after the damage or destruction. Such notice will set forth the effective date of the termination of this Lease.

15.5 Upon the completion of any such work, repair, or restoration by Lessor provided in this Article, Lessee will repair and restore all other parts of the Premises, including without limitation leasehold improvements and all trade fixtures, equipment, furnishings, signs, and other improvement originally installed by Lessee. Lessee’s Work will be subject to the requirements of Articles 8 and 11.

15.6 During any period of reconstruction or repair of the Premises, Lessee will continue the operation of its business in the Premises to the extent reasonably practicable.

ARTICLE 16  SUBORDINATION

16.1 General.

(a) This Lease and Lessee’s rights under this Lease are subject and subordinate to any ground or underlying Lease, first mortgage, indenture, first deed of trust, or other first lien encumbrance, together with
any renewals, extensions, modifications, consolidations, and replacements of such first lien encumbrance, now or hereafter affecting any portion of the Tivoli or any interest of Lessor in them or Lessor’s interest in this Lease and the leasehold estate created by this Lease (except to the extent any such instrument expressly provides that this Lease is superior to such instrument). This provision will be self-operative and no further instrument of subordination will be required in order to affect it.

(b) Lessee will execute, acknowledge and deliver to Lessor, at any time and from time to time, upon demand by Lessor, such documents as may be requested by the Lessor, any ground or underlying lessor, or any mortgagee, to confirm or effect any such subordination. If Lessee fails or refuses to execute, acknowledge, and deliver any such document within twenty (20) days after written demand, Lessor, its successors, and assigns will be entitled to execute, acknowledge, and deliver any and all such documents for and on behalf of Lessee as attorney-in-fact for Lessee.

16.2 **Attornment.** Lessee agrees that if any holder of any ground or underlying lease, mortgage, deed of trust, or other encumbrance encumbering any part of the Tivoli succeeds to Lessor’s interest in the Premises, Lessee will pay to such holder all rents subsequently payable under this Lease. Lessee agrees that in the event of the enforcement by the trustee or the beneficiary under or holder or owner of any such mortgage, deed of trust, or land or ground lease, Lessee will, upon request of any person or party succeeding to the interest of Lessor as a result of such enforcement, automatically become the lessee of and attorn to such successor in interest without change in the terms or provisions of this Lease. Upon request by such successor in interest and without cost to Lessor or such successor in interest, Lessee will execute, acknowledge, and deliver an instrument or instruments confirming the attornment. If Lessee fails or refuses to execute, acknowledge, and deliver any such document within twenty (20) days after written demand, such successor in interest will be entitled to execute, acknowledge, and deliver any and all such documents for and on behalf of Lessee as attorney-in-fact for Lessee.

16.3 **Power of Attorney.** Lessee by this Article constitutes and irrevocably appoints Lessor, its successors, and assigns as Lessee’s attorney-in-fact to execute, acknowledge, and deliver any and all documents described in this Article for and on behalf of Lessee.

**ARTICLE 17  ENTRY BY LESSOR**

17.1 Lessor, its agents, employees, and contractors may enter the Premises at any time in response to an emergency and at reasonable hours to: (a) inspect the same; (b) exhibit the same to prospective purchasers, lenders, or lessees; (c) determine whether Lessee is complying with all its obligations in this Lease; (d) supply, any service that this Lease obligates Lessor to provide to Lessee; (e) post notices of non-responsibility or similar notices; or (f) make repairs required of or permitted by Lessor under the terms of this Lease or make repairs to or perform maintenance on any adjoining space or utility service or make repairs, alterations, or improvements to any other portion of the Tivoli; provided however, all such work will be done as promptly as reasonably possible and so as to cause as little interference to Lessee as reasonably possible.

17.2 Lessee waives any claim against Lessor, its agents, employees, or contractors for damages for any injury or inconvenience to or interference with Lessee’s business, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by such entry.

17.3 Lessor will at all times have and retain a key with which to unlock all of the doors in, on or about the Premises, excluding Lessee’s vaults, safes, and similar areas designated in writing by Lessee in advance. Lessor acknowledges that the Premises may be secured by motion detectors, alarms and/or other security devices during non-business hours. Lessor shall not be responsible for alarm or security charges billed to Lessee as a result of access to the Premises by the fire department or other emergency response personnel.
17.4 Lessor will have the right to use any and all means Lessor may deem proper to enter the Premises in an emergency. Any such entry will not under any circumstances be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises, nor will any such entry entitle Lessee to damages or an abatement of Rent or other charges that this Lease requires Lessee to pay.

ARTICLE 18 INSURANCE

18.1 Lessor’s Insurance. At all times during the Initial Term and any renewal term thereof, Lessor will carry and maintain (which may include or consist entirely of self-insurance): (a) fire and extended coverage insurance covering the Tivoli and the Tivoli’s equipment and Common Area furnishings; and (b) comprehensible general liability insurance in such amounts as Lessor determines from time to time in its reasonable discretion.

18.2 Lessee’s Insurance.

(a) At all times during the Initial Term and any renewal term thereof, Lessee will carry and maintain, at Lessee’s expense, the following insurance, in the amounts specified below or such other amounts as Lessor may from time to time reasonably request, with insurance companies and on forms satisfactory to Lessor:

(1) Commercial general liability insurance, including property damage, insuring Lessor and Lessee (and any mortgagee, ground lessor or other person or persons whom Lessor may designate, called “additional insured” in this Lease) from and against all claims, demands, actions, or liability for injury to or death of any persons, and for damage to property arising from or related to the use or occupancy of the Premises or the operation of Lessee’s business. No deductible will be carried under this coverage without the prior written consent of Lessor. This policy must contain, but not be limited to, coverage for the Premises and operations, products and completed operations, blanket contractual, personal injury, operations, ownership, maintenance and use of owned, non-owned, or hired automobiles, bodily injury, and property damage. Unless otherwise specified by the Lessor, the policy must have limits in amounts not less than $1,000,000 per occurrence and $3,000,000 in the aggregate. This insurance will include a contractual coverage endorsement specifically insuring the performance by Lessee of its indemnity agreement contained in the terms of this Lease. Any such insurance coverage will be for the benefit of Lessor, Lessee, and any additional insured or loss payee, as their interests may appear. Lessee will not adjust losses or execute proofs of loss under such policies without Lessor’s prior written approval.

(2) Worker’s compensation insurance with a limit of no less than that amount required by law.

(3) “All-risk” fire insurance, including without limitation vandalism and malicious mischief, to the extent of ninety percent (90%) of the replacement value of all furnishings, trade fixtures, leasehold improvements, equipment, merchandise, and other personal property from time to time situated in, on, or upon the Premises. The proceeds from any such insurance will be payable to Lessor and held in trust by the Lessor to be used only for the repair or replacement of the improvements, fixtures, and other property so insured.

(b) If this Lease is canceled by reason of damage or destruction and Lessee is relieved of its obligation to restore or rebuild the improvements on the Premises, any insurance proceeds for damage to the Premises, including all fixtures and leasehold improvements, will belong to Lessor, free and clear of any claims by Lessee.
(c) All policies of insurance described in this Article that Lessee is to procure and maintain will be issued by responsible companies, reasonably acceptable to Lessor and qualified to do business in Colorado. A copy of every policy or certificate of insurance pertaining to this Article shall be delivered to Lessor within thirty (30) days of the Commencement Date. All public liability and property damage policies will contain the following provisions:

1. Lessor, and any additional designated insured, will be entitled to recovery under said policies for any loss occasioned to them, their servants, agents, and employees by reason of the negligence of Lessee, its officers, agents or employees;

2. The company writing the policy will agree to give Lessor and any additional insured or loss payee not less than thirty (30) days notice in writing prior to any cancellation, reduction or modification of such insurance and shall permit Lessee to waive its rights of subrogation, which, by execution of this Lease, Lessee hereby waives;

3. Lessor, and any additional designated insured, shall be named as additional addressees for notices of non-payment of premiums; and

4. All public liability, property damage, and other casualty policies will be written as primary policies, not entitled to contribution from, nor contributing with, any coverage that Lessor may carry.

(d) Lessee’s obligations to carry the insurance required by this Lease may be brought within the coverage of a so-called blanket policy of insurance carried and maintained by Lessee, so long as:

1. Lessor and such other persons will be named as additional insured under such policies as their interests may appear;

2. The coverage afforded to Lessor and such other persons will not be reduced or diminished by reason of the use of such blanket policy of insurance; and

3. All other requirements set forth in this Article are otherwise satisfied.

(e) If Lessee fails either to acquire the insurance required pursuant to this Article or to pay the premiums for such insurance or to deliver required certificates or policies, Lessor may, in addition to any other rights and remedies available to Lessor, acquire such insurance and pay the requisite premiums, but Lessor shall not be required to do so. Those premiums will be payable by Lessee to Lessor immediately upon demand and shall be considered Additional Rent.

18.3 Adequacy of Coverage. Lessor, its agents and employees make no representation that the limits of liability specified to be carried by Lessee pursuant to this Article are adequate to protect Lessee. If Lessee believes that any of such insurance coverage is inadequate, Lessee will obtain, at Lessee’s sole expense, such additional insurance as Lessee deems adequate.

18.4 Certain Insurance Risks. Lessee will not do or permit to be done any act or thing upon the Premises which would: (a) jeopardize or be in conflict with fire insurance policies covering the Tivoli and fixtures and property in the Tivoli; (b) increase the rate of fire insurance applicable to the Tivoli to an amount higher than it otherwise would be for the general use as a student union; or (c) subject Lessor to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon the Premises.
18.5 **Lessee’s Insurance Payments.** If, as a result of any act or omission or violation of this Lease by Lessee, the rate of fire insurance applicable to the Tivoli or any other insurance carried by Lessor is increased to an amount higher than it otherwise would have been, Lessee will reimburse Lessor for the increased cost of Lessor’s insurance premiums. Such reimbursement will be deemed to be Additional Rent payable upon the first day of the month following Lessor’s delivery to Lessee of a statement showing payment by Lessor for such increased insurance premiums. In any action or proceeding in which Lessor and Lessee are parties, a schedule or “make up” of rates for the Tivoli or Premises issued by the body making fire insurance rates for the Premises will be presumptive evidence of the facts stated and of the several items and charges in the fire insurance rate then applicable to the Premises.

18.6 **Waiver of Subrogation.** Lessor and Lessee each waive any and all rights to recover against the other or against any other tenant or occupant of the Tivoli, or against the officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees or business visitors of such other party or of such other tenant or occupant of the Tivoli, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried by such party pursuant to this Section 18 or any other property insurance actually carried by such party. Lessor and Lessee, from time to time, will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Tivoli or the Premises or the contents of the Tivoli or the Premises. Lessee agrees to cause all other occupants of the Premises claiming by, under or through Lessee to execute and deliver to Lessor such a waiver of claims and to obtain such waiver of subrogation rights endorsements.

**ARTICLE 19 INDEMNIFICATION, WAIVER & RELEASE**

19.1 **Indemnification.** Lessee will neither hold nor attempt to hold Lessor or its employees or agents liable for, and Lessee will indemnify and hold harmless Lessor, its employees, and agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments, and expenses (including without limitation attorneys’ fees) incurred in connection with or arising from:

(a) The use or occupancy or manner of use or occupancy of the Premises by Lessee or any person claiming under Lessee;

(b) Any activity, work, or thing done, permitted, or suffered by Lessee in or about the Premises or the Tivoli;

(c) Any acts, omissions, or negligence of Lessee or any person claiming under Lessee or the contractors, agents, employees, invitees, or visitors of Lessee or any such person;

(d) Any breach or nonperformance by Lessee or any person claiming under Lessee or the employees, agents, contractors, invitees, or visitors of Lessee or any such person of any term, covenant, or provision of this Lease or any law, ordinance, or governmental requirement of any kind;

(e) Any injury or damage to the person, property, or business of Lessee or its employees, agents, contractors, invitees, visitors, or any other person entering upon the Premises or the Tivoli under the express or implied invitation of Lessee.

19.2 If any action or proceeding is brought against Lessor or its employees by reason of any such claim, Lessee, upon notice from Lessor, will defend the same at Lessee’s expense with counsel reasonably satisfactory to Lessor.
19.3 **Waiver and Release.** Lessee, as a material part of the consideration to Lessor for this Lease, by this Article waives and releases all claims against Lessor, its employees, and agents with respect to all matters for which Lessor has disclaimed liability pursuant to the provisions of this Lease. Lessee agrees that Lessor, its agents, and its employees will not be liable for the following: any loss, injury, death, or damage (including consequential damages) to persons, property, or Lessee’s business occasioned by theft; act of God; public enemy; injunction; riot; strike; insurrection; war; court order; requisition; order of governmental body or authority; fire; explosion; falling objects; steam, water, rain or snow; leak or flow of water (including fluid from the elevator system), rain or snow from or into part of the Tivoli or from the roof, street, subsurface, or from any other place, or by dampness, or from the breakage, leakage, obstruction, or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures of the Tivoli; or from construction, repair, or alteration of any other premises in the Tivoli or the Premises; or from any acts or omissions of any other lessee, occupant, or visitor of the Tivoli; or from any cause beyond Lessor’s control.

19.4 Lessee’s obligations pursuant to this Article 19 shall survive the expiration or earlier termination of this Lease.

**ARTICLE 20 ASSIGNMENT & SUBLETTING**

20.1 Lessee covenants that it will not assign, mortgage, or encumber this Lease, nor sublease, nor permit the Premises or any part of the Premises to be used or occupied by others, without the prior written consent of Lessor in each instance, which consent may be withheld for any reason. Any assignment or sublease in violation of this Article will be void.

20.2 In the event Lessor consents to a sublease or assignment under the terms of this Article, Lessee shall be responsible for the payment of any costs incurred by Lessor in connection therewith including, but not limited to, any legal fees incurred by Lessor in connection with reviewing and/or preparing any documents in connection with any such sublease or assignment.

20.3 Limitation on Remedies. Lessee will not be entitled to make any claim for any relief or damages, and Lessee by this Article waives, any claim, for relief or damages based upon the assertion by Lessee that Lessor has unreasonably withheld or unreasonably delayed its consent or approval to a proposed assignment or subletting of this Lease.

**ARTICLE 21 SECURITY DEPOSIT**

21.1 As of the Commencement Date, Lessee shall deposit with Lessor the amount of $1,000 as security for the full, faithful and timely performance of every provision of this Lease to be performed by Lessee (the “Security Deposit”).

21.2 If Lessee defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of Rent or Additional Rent, Lessor may use, apply, or retain all or any part of the Security Deposit for the payment of any Rent or Additional Rent, or any other sum in default, or for the payment of any other amount Lessor may spend or become obligated to spend by reason of Lessee’s default, or to compensate Lessor for any other loss or damage Lessor may suffer by reason of Lessee’s default.

21.3 If any portion of the Security Deposit is used as set forth in Section 21.2 above, Lessee will within ten (10) days after written demand deposit cash with Lessor in an amount sufficient to restore the Security Deposit to its original amount.
21.4 Lessor will not be required to keep the Security Deposit separate from its general funds and Lessee will not be entitled to interest on the Security Deposit.

21.5 The Security Deposit will not be deemed a limitation on Lessor’s damages or a payment of liquidated damages or a payment of the Rent.

21.6 If Lessee fully, faithfully and in a timely manner performs every provision of this Lease, the Security Deposit or any balance of the Security Deposit will be returned to Lessee within sixty (60) days after the expiration of the Initial Term or any renewal term thereof.

21.7 Lessor may deliver the funds deposited under this Lease by Lessee to the purchaser of the Tivoli in the event the Tivoli is sold and Lessor will have no further liability to Lessee with respect to the Security Deposit.

ARTICLE 22 TAXES

22.1 Lessee shall pay possessory interest tax and all real property taxes and assessments for the Premises, if any, which become due and payable during the Initial Term and any renewal thereof, which are directly attributable to Lessee’s tenancy created under this Lease, or equitably allocated to it if not separately assessed. Lessor shall provide Lessee with documentation from the taxing authority indicating with reasonably certainty that the property tax or tax increase was directly attributable to Lessee’s tenancy. All such payments shall be made by Lessee and evidence of payments shall be provided to Lessor. Lessee shall pay all taxes on its equipment and its personal property at the Premises.

22.2 Lessee shall indemnify Lessor from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable attorneys’ fees and court costs, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Lessor in relation to the taxes owed or assessed on the Premises.

ARTICLE 23 EFFECT OF SALE

23.1 A sale, conveyance, or assignment of the Tivoli will operate to release Lessor from liability from and after the effective date of such sale, conveyance, or assignment upon all of the covenants, terms, and conditions of this Lease, express or implied, and after the effective date of such sale, conveyance, or assignment, Lessee will look solely to Lessor’s successor in interest in and to this Lease. This Lease will not be affected by any such sale, conveyance or assignment, and Lessee will attorn to Lessor’s successor in interest to this Lease.

ARTICLE 24 DEFAULT

24.1 Events of Default. The following events are referred to collectively as “events of default” or individually as an “event of default”:

(a) Lessee fails in the due and punctual payment of Rent, Additional Rent, insurance premiums, taxes, or any other amounts due under this Lease;

(b) Lessee vacates or abandons the Premises;
(c) This Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Lessee, or are taken upon or subject to any attachment at the instance of any creditor or claimant against Lessee, and the attachment is not discharged or disposed of within ten (10) days after its levy;

(d) Lessee files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors;

(e) Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Lessee are instituted against Lessee, or a receiver or trustee is appointed for all or substantially all of the property of Lessee, and such proceeding is not dismissed or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment;

(f) Lessee fails to take possession of the Premises on the Commencement Date of the term;

(g) Lessee fails to comply with the recordkeeping requirements of Article 6 or the operational requirements of Article 8;

(h) Lessee breaches any of the other agreements, terms, covenants, or conditions that this Lease requires Lessee to perform, and such breach continues for a period of thirty (30) days after notice from Lessor to Lessee;

(i) Lessee fails to maintain the permits and licenses necessary for any of the uses in Article 3: or

(j) Lessee makes a material misrepresentation to Lessor in connection with the entry into or performance of this Lease.

24.2 Lessor’s Remedies. If any one or more events of default set forth in Section 24.1 occur then Lessor has the right, at its election:

(a) to give Lessee written notice of Lessor’s intention to terminate this Lease immediately or on any later date specified in such notice, in which case Lessee’s right to possession of the Premises will cease and this Lease will be terminated, except as to Lessee’s liability; or

(b) sue monthly for and recover all Rent, Additional Rent, and any other amounts due under this Lease, including damages and litigation related costs and attorneys’ fees; or

(c) to avail itself to the remedies set forth in Section 21.2 regarding the use of Lessee’s Security Deposit; or

(d) without further demand or notice, and with or without terminating this Lease, to reenter and take possession of the Premises or any part of the Premises, repossess the same, expel Lessee and those claiming through or under Lessee, and remove the effects of both or either, using such force for such purposes as may be necessary, without being liable for prosecution, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Rent or other amounts payable under this Lease or as a result of any preceding breach of covenants or conditions; or
(e) without further demand or notice, to cure any event of default and to charge Lessee for the cost of effecting such cure, including without limitation attorneys’ fees, provided that Lessor has no obligation to cure any such event of default of Lessee.

24.3 In the event that the Lessor elects to reenter as provided in Section 24.2, or should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided by law, Lessor may, from time to time, without terminating this Lease:

(a) relet the Premises or any part of the Premises in Lessor’s or Lessee’s name, by and for the account of Lessee, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term) and on such conditions and upon such other terms (which may include concessions of free Rent and alteration and repair of the Premises) as Lessor, in its sole discretion, may determine; and

(b) Lessor may collect and receive the Rent.

24.4 Lessor will in no way be responsible or liable for any failure to relet the Premises or any part of the Premises, or for any failure to collect any Rent due upon such reletting. No such reentry or taking possession of the Premises by Lessor will be construed as an election on Lessor’s part to terminate this Lease unless a written notice of such intention is given to Lessee. No notice from Lessor under this Section or under a forcible or unlawful entry and detainer statute or similar law will constitute an election by Lessor to terminate this Lease unless such notice specifically so states.

24.5 Lessor reserves the right following any such reentry or reletting to exercise its right to terminate this Lease by giving Lessee such written notice, in which event this Lease will terminate as specified in such notice.

24.6 Additional Remedies. In addition to the remedies set out in Section 24.2 above,

(a) Lessor shall at any time have the right, but not the obligation, to declare an event of default regardless of whether Lessee has paid or is obligated to pay a penalty in connection with said event of default;

(b) Notwithstanding anything to the contrary set forth herein, to the extent Lessee defaults or commits any violation under the terms of this Lease, and such default or violation is one which endangers the Premises, the Tivoli or any individual or group of individuals, then Lessor shall have the option to terminate this Lease immediately and without notice; and

(c) If three events which would constitute an event of default as set forth in Article 24 occur in any calendar year, whether or not waived by Lessor and whether or not cured by Lessee, Lessor shall have the right to terminate this Lease or to charge Lessee at the rate of $500 per occurrence retroactively, which shall be considered to be Additional Rent. The charge described in this Section 24.6 shall be in addition to any other fine or penalty described herein.

24.7 Certain Damages. If Lessor does not elect to terminate this Lease as permitted in subsection (a) of Section 24.2, but on the contrary elects to take possession as provided Section 24.2, Lessee will pay to Lessor: Rent, Additional Rent, and other sums as provided in this Lease that would be payable under this Lease if such repossessions had not occurred, less the net proceeds, if any, of any reletting of the Premises after deducting all Lessor’s expenses in connection with such reletting, including without limitation all repossession costs, brokerage commissions, attorneys’ fees, court costs, expenses of employees, alteration and repair costs, and expenses of preparation for such reletting. Lessee will pay such rent and other sums as provided in this
Section 24.7 to Lessor monthly on the day on which the Rent would have been payable under this Lease if possession had not been retaken.

24.8 Continuing Liability After Termination. If this Lease is terminated on account of the occurrence of an event of default, Lessee will remain liable to Lessor for damages in an amount equal to Rent, Additional Rent, and other amounts that would have been owing by Lessee for the balance of the Initial Term or the renewal term thereof, had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Premises by Lessor subsequent to such termination, after deducting all Lessor’s expenses in connection with such reletting, including without limitation the expenses enumerated in Section 24.7. In the event this Lease is so terminated, Lessor will be entitled to recover against Lessee, as damages for loss of the bargain and not as a penalty, an aggregate rent that, at the time of such termination of this Lease, represents the excess of the aggregate of monthly Rent, Additional Rent, and all other amounts payable by Lessee that would have accrued for the balance of the Initial Term, or renewal term thereof, over the aggregate rental value of the Premises (such rental value to be computed on the basis of a Lessee paying not only a rent to Lessor for the use and occupation of the Premises, but also such other charges as are required to be paid by Lessee under the terms of this Lease) for the balance of such Initial Term, or renewal term thereof, both discounted to present value at the lesser of eight percent (8%) or the discount rate of the New York Federal Reserve Bank on the date of the event of default.

24.9 Cumulative Remedies. Any suit or suits for the recovery of the amounts and damages set forth in this Article 24 may be brought by Lessor, from time to time, at Lessor’s election, and nothing in this Lease will be deemed to require Lessor to await the date upon which the Initial Term or renewal term thereof would have expired had there occurred no event of default. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease existing at law or in equity or by statute or otherwise. All costs incurred by Lessor in collecting any amounts and damages owing by Lessee pursuant to the provisions of this Lease or to enforce any provisions of this Lease, including reasonable attorneys’ fees from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced by Lessor, will also be recoverable by Lessor from Lessee.

ARTICLE 25 RULES & REGULATIONS, INCLUDING SIGNS

25.1 Rules and Regulations. Lessee and its employees, agents, licensees, and visitors will at all times observe faithfully, and comply strictly with, the rules and regulations set forth on Exhibit D, attached hereto and made a part hereof, and the “Auraria Campus Event Services Policies and Procedures,” as amended. The “Auraria Campus Event Services Policies and Procedures” are incorporated herein by reference and may be found on the Internet at www.ahec.edu/for-campus-faculty-staff/event-services/event-services-policies-and-procedures.

25.2 Signs. Lessee will purchase and install one sign, which sign shall conform to Lessor’s sign criteria attached to this Lease as Exhibit E, attached hereto and made a part hereof. To the extent required by such signage, such signage shall be installed by a licensed electrician approved in advance by Lessor. Any sign shall be installed on or before the Operational Date. Lessee will maintain, repair, and replace the sign as required by Lessor during this Lease. At the expiration or earlier termination of this Lease, Lessee will remove this sign from the Premises and fully repair any damage to the Premises occasioned by such removal.

25.3 Lessee will keep the display windows and signs of the Premises well-lighted for those business hours set forth in Article 8 and maintain adequate night lights within the Premises for all other hours.

25.4 Without the prior written consent of Lessor, Lessee will not place or permit to be placed any sign, advertising material, or lettering upon the exterior of the Premises or any sign, advertising material, or lettering upon the exterior or interior surface of any door or show window or at any point inside the Premises
from which it may be visible from outside the Premises. Upon request of Lessor, Lessee will immediately
remove any such sign, advertising material, or lettering at Lessee’s expense.

25.5 Lessor may from time to time amend, delete, or modify existing rules and regulations, or adopt new
rules and regulations, for the use, safety, cleanliness, and care of the Premises and the Tivoli and the comfort,
quiet, and convenience of occupants of the Tivoli. Modifications or additions to the rules and regulations as
set forth in this Article will be effective upon notice to Lessee from Lessor. In the event of any breach of any
rules or regulations or any amendments or additions to such rules and regulations, Lessor will have all
remedies that this Lease provides for default by Lessee, and will, in addition, have any remedies available at
law or in equity, including the right to enjoin any breach of such rules and regulations. Lessor will not be
liable to Lessee for violation of such rules and regulations by any other lessee, its employees, agents, visitors,
licensees, or any other person. In the event of any conflict between the provisions of this Lease and the rules
and regulations, the provisions of this Lease will govern.

ARTICLE 26  LESSOR EQUIPMENT

26.1 For the Initial Term and any renewal term thereof, Lessee shall have the exclusive use of the Lessor
owned equipment and personal property identified in Exhibit G, attached hereto and made a part hereof;
provided however that Lessee shall be responsible for all costs of maintenance and repair. Upon the
expiration of this Lease or the earlier termination thereof, Lessee shall return such equipment to the Lessor in
good working condition.

ARTICLE 27  MISCELLANEOUS

27.1 No Offer. This Lease is submitted to Lessee on the understanding that it will not be considered an
offer and will not bind Lessor in any way until: (a) Lessee has duly executed and delivered duplicate originals
to Lessor; and (b) Lessor has executed and delivered one original to Lessee.

27.2 Joint and Several Liability. If Lessee is composed of more than one signatory to this Lease, each
signatory will be jointly and severally liable with each other signatory for payment and performance according
to this Lease.

27.3 No Construction Against Drafting Party. Lessor and Lessee acknowledge that each of them and
their counsel have had an opportunity to review this Lease and that this Lease will not be construed against
Lessor merely because Lessor or Lessor’s counsel has prepared it.

27.4 Time of the Essence. Time is of the essence of each and every provision of this Lease.

27.5 No Recordation. Lessee’s recordation of this Lease or any memorandum or short form of it will be
void and a default under this Lease.

27.6 No Waiver. The waiver by Lessor of any agreement, condition, or provision contained in this Lease
will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition,
or provision contained in this Lease, nor will any custom or practice that may grow up between the parties in
the administration of the terms of this Lease be construed to waive or lessen the right of Lessor to insist
upon the performance by Lessee in strict accordance with the terms of this Lease. The subsequent
acceptance of Rent by Lessor will not be deemed to be a waiver of any preceding breach by Lessee of any
agreement, condition, or provision of this Lease, other than the failure of Lessee to pay the particular Rent so
accepted.
27.7 **Limitation on Recourse.** Lessee recognizes that Lessor is an agency of the State of Colorado and that Lessor and all of its officers, directors, and employees are subject to the Colorado Governmental Immunity Act, C.R.S.24-10-101, et seq., and that its officers, directors and employees will never be personally liable for any judgments against Lessor.

27.8 **Estoppel Certificates.**

(a) At any time and from time to time but within ten (10) days after written request by Lessor, Lessee will execute, acknowledge, and deliver to Lessor a certificate certifying: (a) that this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification; (b) the date, if any, to which Rent and other sums payable under this Lease have been paid; (c) that no notice has been received of any default which has not been cured, except as to defaults specified in the certificate; and (d) such other matters as may be reasonably requested by Lessor. Any such certificate may be relied upon by any prospective purchaser or existing or prospective mortgagee or beneficiary under any deed of trust of the Tivoli or any part of the Tivoli.

(b) Lessee by this Section constitutes and irrevocably appoints Lessor, its successors and assigns, as Lessee’s attorney-in-fact to execute, acknowledge, and deliver any and all documents described in this Section for and on behalf of Lessee, in the event that Lessee fails or refuses to do so.

27.9 **Waiver of Jury Trial.** Lessor and Lessee by this Section waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Lease against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, Lessee’s use or occupancy of the Premises, or any other claims (including without limitation claims for personal injury or property damage), and any emergency statutory or any other statutory remedy.

27.10 **No Merger.** The voluntary or other surrender of this Lease by Lessee or the cancellation of this Lease by mutual agreement of Lessee and Lessor or the termination or this Lease on account of Lessee’s default will not work a merger, and will, at Lessor’s option: (a) terminate all or any subleases and subtenancies; or (b) operate as an assignment to Lessor of all or any subleases or sub-tenancies. Lessor’s option under this Section will be exercised by notice to Lessee and all known sublessees or sublessees in the Premises or any part of the Premises.

27.11 **Holding Over.** Lessee will have no right to remain in possession of all or any part of the Premises after the expiration of the Initial Term or any renewal term thereof. If Lessee remains in possession of all or any part of the premises after the expiration of the Initial Term or any renewal term thereof, with the express or implied consent of Lessor: (a) such tenancy will be deemed to be a periodic tenancy from month-to-month only; (b) such tenancy will not constitute a renewal or extension of this Lease for any further term; and (c) such tenancy may be terminated by Lessor upon the earlier of thirty (30) days prior written notice or the earliest date permitted by law. In such event, monthly Base Rent will be increased to an amount equal to one hundred fifty percent (150%) of the monthly Base Rent payable during the last month of the Initial Term or any renewal term thereof, and any other sums due under this Lease will be payable in the amount and at the times specified in this Lease. Such month-to-month tenancy will be subject to every other term, condition, and covenant contained in this Lease.

27.12 **Notices.**

(a) Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease must be in writing and will be deemed to have been given when personally
delivered or deposited in the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at the following addresses:

Lessor: 
Auraria Higher Education Center 
Attn: CFO 
Business Services Office 
1201 5th Street, Suite 370, Denver, Colorado 80217

Lessee: 
[Address]

(b) Either Lessor or Lessee may add additional addresses or change its address for purposes or receipt of any such communication by giving ten (10) days prior written notice of such change to the other party in the manner prescribed in this Section. For the purposes of this Section, the Lessee may use the Premises as an additional address for notices but not as the sole or primary address.

27.13 Severability. If any provision of this Lease proves to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid, or unenforceable a provision will be added as a part of this Lease as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

27.14 Written Amendment Required. No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by the party or parties to be bound by such change. Lessee agrees to make any modifications of the terms and provisions of this Lease required by any lending institution providing financing for the Tivoli, provided that no such modifications will materially adversely affect Lessee’s rights and obligations under this Lease.

27.15 Entire Agreement. This Lease, the exhibits, and addenda, if any, contain the entire agreement between Lessor and Lessee and may be amended only by subsequent written agreement. No promises or representations, except as contained in this Lease, have been made to Lessee respecting the condition of the Premises or the Tivoli.

27.16 Captions. The captions of the various articles and sections of this Lease are for convenience only and do not necessarily define, limit, describe, or construe the contents of such articles or sections.

27.17 Notice of Lessor’s Default. In the event of any alleged default in the obligation of Lessor under this Lease, Lessee will deliver to Lessor written notice and Lessor will have thirty (30) days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within a thirty (30) day period, to commence action to cure such alleged default. A copy of such notice will be sent to any holder of a mortgage or other encumbrance on the Tivoli or the Premises of which Lessee has been notified in writing, and such holder will also have the same time periods to cure such alleged default.

27.18 Authority. Lessee and the party executing this Lease on behalf of Lessee represent to Lessor that such party is authorized to do so and agree to deliver to Lessor a resolution or similar document to that effect.

27.19 Governing Law. This Lease will be governed by and construed in accordance with the laws of the State of Colorado.

27.20 Force Majeure. Lessor will have no liability to Lessee, nor will Lessee have any right to terminate this Lease or abate Rent or assert a claim of partial or total actual or constructive eviction, because of Lessor’s failure to perform any of its obligations in the Lease if the failure is due to reasons beyond Lessor’s
reasonable control, including without limitation strikes or other labor difficulties; inability to obtain necessary
governmental permits and approvals (including building permits or certificates of occupancy); unavailability
or scarcity of materials; war; riot; civil insurrection; accidents; acts of God; and governmental preemption in
connection with a national emergency. If Lessor fails to perform its obligations because of any reasons
beyond Lessor’s reasonable control (including those enumerated above), the period for Lessee’s performance
will be extended day for day for the duration of the cause of Lessor’s failure.

27.21 No Easements for Air or Light. Any diminution or shutting off of light, air, or view by any structure
that may be erected on lands adjacent to the Tivoli will in no way affect this Lease or impose any liability on
Lessor.

27.22 Lessor’s Fees. Whenever Lessee requests Lessor to take any action or give any consent required or
permitted under this Lease, Lessee will reimburse Lessor for all of Lessor’s costs incurred in reviewing the
proposed action or consent, including without limitation reasonable attorneys’, engineers’, architects’,
accountants’, and other professional fees, within ten (10) days after Lessor’s delivery to Lessee of a statement
of such costs. Lessee will be obligated to make such reimbursement without regard to whether Lessor
consents to any such proposed action.

27.23 Lessor Liability Exposure. Notwithstanding any other provision of this Lease to the contrary, no
term or condition of this Lease shall be construed or interpreted as a waiver of any provision of the Colorado
Governmental Immunity Act, C.R.S. §24-10-101, et seq., as now or hereafter amended. The parties hereto
understand and agree that liability for claims for injuries to persons or property arising out of the negligence
of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled
and limited by the provisions of C.R.S. §24-10-101, et seq., as now or hereafter amended, and C.R.S. §24-30-
1501, et seq., as now or hereafter amended. Any provision of this Lease, whether or not incorporated herein
by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Lessor to the
above cited laws.

27.24 Late Charges. Any late charges payable by Lessee according to the terms of this Lease are intended
to compensate Lessor for the reasonable estimate of its additional administrative costs resulting from Lessee’s
failure. The actual cost in each instance is extremely difficult, if not impossible, to determine. Any such late
payment charge, therefore, will constitute liquidated damages and will be paid to Lessor together with any
unpaid amounts which precipitated said late charges.

27.25 Binding Effect. The covenants, conditions, and agreements contained in this Lease will bind and
inure to the benefit of Lessor and Lessee and their respective heirs, executors, administrators, successors, and,
except as otherwise provided in this Lease, their assigns.

27.26 Parking. Parking availability in the Tivoli parking lot, or adjacent parking lots, is on a non-reserved
basis and at no time is availability of parking guaranteed. Lessee’s employees, invitees, agents and contractors
are responsible for any and all daily parking fees and/or charges assessed for use of parking lots/facilities.
Further, Lessor reserves the right to redefine any and all parking configurations, including but not limited to
size, shape and location of the parking lots themselves

27.27 Minority Contractors. Lessee will use its reasonable efforts to utilize minority and Colorado-based
sources for its products whenever possible.

27.28 Open Records Act. Lessee understands and agrees that Lessor is an entity of the State of Colorado
and is subject to all of the requirements of the Colorado Open Records Act, C.R.S. §24-72-201, et seq., as
now or hereafter amended.
27.29 **Paperwork Required.** Unless otherwise provided in this Lease, Lessee shall forward copies of all licenses, permits or similar documents to Lessor with thirty (30) days after the Commencement Date (e.g., Business License, Health Department Certificate, etc.).

27.30 **Discrimination.** Lessee agrees to not discriminate against any employee or applicant for employment because of age, race, color, physical disability, religion, sexual orientation, national origin, ancestry or gender. Lessee further agrees to take affirmative action to insure that applicants are employed and that employees are treated equitably during employment without regard to their age, race, color, physical disability, religion, sexual orientation, national origin, ancestry or gender and shall comply with all provisions of federal, state, and local employment law relating thereto, including but not limited to the Campus Sex Crimes Prevention Act.

27.31 **Applicable Law.** The Lessee shall at all times during the Initial Term and any renewal term thereof strictly adhere to, and comply with, all applicable federal, state and local laws, and their implementing regulations, as they currently exist and may hereafter be amended.

**ARTICLE 28 ENVIRONMENTAL MATTERS**

28.1 Lessee agrees not to use, produce, treat, generate, release, discharge, store, transport, or cause to be transported, or dispose of any hazardous substances at, on, under, in, or about the Premises or the Tivoli. The term “hazardous substances” shall mean any toxic or hazardous or noxious substance, material, or waste which is regulated by any local government authority having jurisdiction over the Premises, the State of Colorado, or the United States government, including but not limited to:

(a) Asbestos or any asbestos-containing material of any kind or character which is now or may potentially become friable;

(b) Polychlorinated biphenyls (“PCBs”), as regulated by the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.;

(c) Any materials or substances now or hereafter defined or designated as: “hazardous substances” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §1251, et seq.; “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et_seq.; “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, et seq.; or “chemical substance,” “new chemical substance,” or “hazardous chemical substance or mixture” pursuant to Sections 3, 6 and 7 of the Toxic Substances Control Act, 15 U.S.C. §2601, et seq., or by any successor statute to these statutes, or by any regulation now or hereafter promulgated pursuant to said statutes or their successors;

(d) Any oil or petroleum compounds, flammable substances, explosives, radioactive materials; or

(e) Any other materials or pollutants which pose a hazard to the Premises or to persons on or about the Premises or cause the Premises to be in violation of any environmental laws, including all federal, state and local laws, statutes, regulations, or ordinances relating to the environment, and/or public health and safety (the “Environmental Laws”).

28.2 Lessee also agrees that it will notify Lessor in writing within ten (10) days of its receipt of any notice of a violation of any Environmental Laws during the Initial Term or any renewal term thereof. Said notice shall include a copy of such notice of violation.
28.3 Lessee shall take no action to disturb or disrupt existing asbestos within the Tivoli or the Premises, if any. If remediation of asbestos should be required by an appropriate governmental entity, unless it is the result of Lessee’s breach of this Article, either party may terminate this Lease upon 30 days prior written notice, whereupon all responsibilities of both parties relating to this Lease shall terminate.

28.4 Lessee will be solely responsible for and will indemnify, defend, save and hold harmless Lessor, its agents and employees from and against all liability, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable attorneys’ fees and court costs, expert witnesses and consultants) arising out of or in connection with: (i) Lessee’s breach of its obligations pursuant to this Section; or (ii) Lessee’s introduction of hazardous substances, materials and/or waste to the Premises or the Tivoli. Lessee’s obligations under this Section shall survive the expiration or other termination of this Lease.

Remainder of page left intentionally blank
IN WITNESS WHEREOF, the parties have executed this Lease effective as of the date first set forth above.

LESSEE:
Name

BY: ___________________________________
Name/Title

Federal Tax ID No: ______________________

LESSOR:
STATE OF COLORADO, acting by and through the Board of Directors of the Auraria Higher Education Center

BY: ___________________________________
Barbara Weiske,
Executive Vice President for Administration

APPROVED:

_______________________________
Bill Mummert,
CFO/Asst. VP of Business Services

APPROVED AS TO LEGAL FORM:

_______________________________
Fred C. Kuhlwilm,
General Counsel
EXHIBIT A
Legal Description of the Mercantile Building Property

The Mercantile Building property, legally described as Lots 1 to 12, inclusive, and the vacated alley, Block 30, WEST DENVER Subdivision, together with approximately 360 feet of the northeasterly ½ of vacated 10th Street lying between vacated Curtis and Lawrence Streets, the centerline of vacated Curtis Street lying between vacated 10th and 11th Streets, and approximately 360 feet of the southwesterly ½ of vacated 11th Street lying between Curtis and Lawrence Streets, in the City and County of Denver, Colorado;

Together with all improvements thereon, all easements, rights of way and appurtenances thereto, including appurtenant access over public rights of way, and Lessor’s interest in all adjoining vacated streets, alleys or public rights of way;

Including the Mercantile Building located at 906 Curtis Street, Denver, Colorado 80204
EXHIBIT B
The Premises
EXHIBIT B
The Premises
EXHIBIT B
The Premises

Auraria Higher Education Center
DENVER, COLORADO
BUILDING: MERCANTILE

906 Curtis
Denver CO

PROJ #
ISSUED 01/01/38
REVISION RECORD
AHEC 05/29/08
AHEC 08/10/10
EXHIBIT C
Lessee Work

1. GENERAL PROVISIONS

(a) All Lessee Work shall comply with Lessor’s “Building Standards for the Tivoli,” as amended, and shall be carried out in a good and workmanlike manner in conformity with plans and specifications having been prepared for and at the expense of the Lessee by qualified professional design, architectural and/or engineering consultants, and each of which plans, specifications and consultants shall have been approved in writing by the Lessor. Mechanical and electrical design work shall be performed and certified by a registered professional engineer. Lessee Work shall not commence before all such Lessor’s written approval has been received by the Lessee.

(b) On or before seven (7) days after the Commencement Date, the Lessee shall cause to be prepared and submitted to the Lessor for its approval the preliminary plans and specifications for the Lessee Work. Such submittal shall include five sets of blueline prints and three sets of those specifications not shown on the drawings. If the submitted materials fail to meet with the Lessor’s approval, the Lessor shall so notify the Lessee by returning one set of blueline prints with required changes noted. If resubmittal of the preliminary plans and specifications is required, the Lessee shall cause the same to be revisited in accordance with the returned blueline prints within seven (7) days after receipt thereof in such manner as to obtain the Lessor’s approval.

(c) Within ten (10) days after the Lessor notifies the Lessee of the Lessor’s approval of the preliminary plans and specifications for the Lessee Work, the Lessee shall cause to be prepared and submitted to the Lessor for its approval construction plans and specifications. Such submittal shall include one sepia, five sets of blueline prints, three sets of specifications and a complete color and finish board for the Premises. Such construction plans and specifications shall be prepared in strict conformance with the preliminary plans and specifications previously reviewed and approved by the Lessor and shall be in all respects sufficient for the purpose of obtaining a building permit for the Lessee Work. If required by the Lessor, the Lessee shall cause the construction plans and specifications to be resubmitted to the Lessor for its approval within ten (10) days after the Lessor notifies the Lessee of any required changes. Such resubmitted materials shall include those changes required by the Lessor.

(d) The Lessee, and its contractor(s) and material suppliers, shall observe the rules and regulations as from time to time may be imposed by the Lessor, including the Rules and Regulations set forth in Exhibit D, respecting the conduct and performance of Lessee Work, including, but not limited to:

(i) time and place of deliveries;
(ii) hours, scheduling and coordination of work;
(iii) material and equipment handling and storage;
(iv) electricity, heat and water availability;
(v) cleanup and toilet facilities;
(vi) garbage and refuse storage and removal;
(vii) insurance to be carried by or for the Lessee respecting Lessee Work; and
(viii) parking.

(e) The Lessor may be required to install utility lines through the Premises and other lessee spaces to service the Lessee and/or other lessees of the Tivoli or other campus buildings. Lessee shall give access to such utility lines as may be required, from time to time, by Lessor, its employees and contractors. The lessee for whom such lines are being installed shall be responsible for all costs so involved.
2. **SPECIFIC PROVISIONS**

The Lessee shall at its expense do all the work necessary to complete the Premises and fully finish, fixture and furnish the same ready for the conduct of the Lessee’s business. Lessee Work shall include, without limitation, the following, unless the Premises already meet the requirements set forth herein:

(a) Ceilings. All ceiling finish in the Premises.

(b) Floors. All floor finish in the Premises.

(c) Wall Finish:

(i) All interior wall finishes, including painting and decorating. Glazing in any fire rated walls shall be wire glass;

(ii) All demising walls shall not be used as support for the Lessee’s shelving, hanging fixtures or other such loading unless with the Lessor’s prior written approval (which may, if given, require additional strengthening of such walls at the Lessee’s expense);

(iii) Fire exit doors shall be provided to the extent required by code, with lockset by the Lessee; and

(iv) Lessee shall adhere to any and all rules and regulations governing historical walls, doors, windows frames, other equipment, etc.

(d) Partitions. All interior partitions, doors and related hardware including lockset for any fire exit door.

(e) Electrical. The Lessee shall make arrangements with Public Service Company of Colorado for electrical service to and serving the Premises including setting a meter if applicable. The Lessee shall install cable conduit from the main disconnect switch or circuit breaker in the meter room to the Premises. The Lessee shall furnish and install within the Premises all electrical distribution panels, dry type transformer, and all branch wiring, lighting fixtures and other electrical equipment and facilities. Once Lessee begins construction of Lessee Work at the Premises, all electrical service shall be transferred into Lessee’s name and Lessee shall be responsible for any and all such costs until the expiration of the Lease. Electrical fixtures must be Underwriters Laboratories (“UL”) listed.

(f) Heating, Ventilation and Air Conditioning. The Lessee shall provide and install sheet meal supply and return ductwork, including grills and diffusers, for the distribution of heat and air conditioning throughout the Premises. Such ductwork shall be connected to the building system at Lessee’s expense. The Lessee shall provide the necessary electrical connections and wiring for any and all building system connections and/or any other power requirements.

(g) Exhaust. The Lessee shall install toilet exhausts as required by code. The Lessee shall furnish an approved kitchen exhaust hood and all connecting ducts and controls as required by code.

(h) Telephone and Telecommunications Systems. The Lessee shall arrange with a telephone vendor or utility for telephone service to and from the Premises and the installation of the Lessee’s telephone feeder system in the empty conduit from the telephone room serving the Premises. The Lessee shall provide and install any fire detection, security or other telecommunication system or facility that it requires, subject to first receiving the Lessor’s written approval.

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(i) **Plumbing, Natural Gas and Grease Interceptor System.** All plumbing, including an electric water heater if domestic hot water is required. Lessee shall make arrangements with Public Service Company of Colorado for the installation of a gas meter serving the Premises to be connected to the nearest gas service stubout. Lessee shall also extend a gas line from such meter to the Premises. Where the Lessee’s plumbing fixtures are to receive grease or where such fixtures are otherwise required by code to be connected to a grease interceptor system, the Lessor, at the Lessee’s expense, will connect such fixtures to the stubouts for the building common grease interceptor system installed by the Lessor.

(j) **Refuse, Garbage and Recycling.** An appropriate means for the handling of refuse within the Premises, including refrigerated refuse storage in the case of any perishable garbage and utilization of all available recycling resources.

(k) **Storefront and Signs.** A complete storefront and bulkhead, including any signs, each in keeping with the Lessee Design Criteria set forth in this Exhibit C and Lessor’s Sign Criteria set forth in Exhibit E.

(l) **Washrooms.** One or more complete washrooms (including partitions, fixtures and fittings) to minimum code requirements, when applicable.

(m) **Lessee’s Fixtures and Furnishings.** All counters, show windows, displays, shelving and other trade fixtures, furnishings, furniture and equipment as may be required by the Lessee for and in the conduct of its business.

3. **LESSEE DESIGN CRITERIA**

   Lessee must conform to the following finish standards in designing and building out the Premises:

(a) **Walls.** For food operations, walls that are visible to the customer shall be faced with ceramic tile. Other walls shall be of a type and finish to conform to applicable codes for walls in food production and handling establishments.

(b) **Floors.** Floors for food operations shall be finished with quarry tile or other finish as approved by Lessor. For non-food operations, carpet or VCT tile as approved by Lessor.

(c) **Lighting.** The use of decorative lighting is encouraged. All lighting fixtures must be UL listed and are subject to Lessor’s approval.

(d) **Facades.** Facades of service counters shall be finished with decorative materials that can include stone, wood, metal, Corian or other materials, as approved by Lessor. The use of plastic laminate is prohibited.

(e) **Tray Slides.** The installation of tray slides on service counters is prohibited.

(f) **Ceilings.** Ceilings shall be a lay-in acoustical ceiling tile, (conforming to all applicable codes for food production and handling establishments, when applicable).
EXHIBIT D
Rules & Regulations

The following rules and regulations shall apply to the Tivoli and the Premises:

1. Signage of any kind or nature may not be placed on areas not designated for posting. Signage may not be placed on doors, glass, walls, ceilings, furnishings, columns, exterior building surfaces, etc. Special “event way finding” signage and exterior banners, etc. must be approved in advance by the Lessor.

2. Display of table tents in the food court area for advertising purposes must be approved in advance by the Lessor and must comply with established size and material regulations, if applicable.

3. Leafleting of vehicles in the Tivoli or Auraria Campus parking lots is not allowed.

4. Distribution of fliers is only allowed with advance approval of the Lessor and shall take place only in the areas pre-established for solicitation.

5. Lessees who do not have outside entrances and wish to gain access to their stores outside of regular building hours are asked to arrange such access, in advance with Lessor. The Tivoli’s regular business hours are provided in the “Tivoli Student Union Policies and Procedures Guide,” as amended.

6. Building hours may be adjusted for holidays and semester breaks. Lessees will be notified, in advance, of any changes.

7. The Lessor must be provided with the name and home phone number of both the Manager and Assistant Manager of Lessee in case of emergencies. The Lessor must also be notified whenever there is a change.

8. Lessee must adhere to Fire, Injury, Shoplifting, Bomb Threat and Neighborhood Watch Guidelines, as established by the Lessor. Revisions/updates will be provided to the Lessee as they occur.

9. The majority of deliveries must take place before 8:00 a.m. in order to limit the negative impact of traffic and merchandise being delivered through the Common Areas during business hours. Lessee will receive specific guidelines with respect to the time and location of their deliveries from the Lessor. Lessee and their contractors will attend a preconstruction meeting with Lessor and receive specific instructions, delivery times and routes that Lessee and its contractors shall use during the build-out of Lessee’s approved drawings.

10. When using the trash compactors, Lessee must compact its trash after each use. If previous users have not used the compactor to compact their trash, Lessee shall notify the Lessor. Trash must not be left on the dock. Further, Lessor reserves the right to establish trash disposal routes to be used by Lessee, its agents, employees, and contractors.

11. Corridors behind stores and exterior areas adjacent to the Premises must be kept free of trash, boxes or “just delivered” merchandise. Items of this nature present a serious fire hazard and keep maintenance and delivery people from being able to access other stores.
12. Lessee will not:

(a) do or permit to be done in or about the Premises, nor bring to, keep, or permit to be brought or kept in the Premises, anything that is prohibited by or will in any way conflict with any law, statute, ordinance, or governmental rule or regulation that is now in force or that may be enacted or promulgated hereafter;

(b) do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other lessees of the Tivoli, or injure or annoy them;

(c) use or allow the Premises to be used for any improper, immoral, unlawful, or objectionable purpose; or

(d) cause, maintain or permit any nuisance in, on, or about the Premises.

13. Lessee acknowledges that it is Lessor’s intent that the Tivoli be operated in a manner which is consistent with the highest standards of decency and morals prevailing in the community which it serves. Toward that end, Lessee agrees that it will not sell, distribute, display or offer for sale any item which, in Lessor’s good faith judgment, is inconsistent with the quality of operation of the Tivoli or may tend to injure of retract from the moral character or image of the Tivoli within such community. Without limiting the generality of the foregoing, Lessee will not sell, distribute, display or offer for sale any roach clip, water pipe, bong, toke, coke spoon, cigarette papers, hypodermic syringe or other paraphernalia commonly used in the use or ingestion of illicit drugs.

14. The Campus is committed to being a leader in sound social and environmental practices, including the use of renewable resources, recycling and composting. Lessee will be expected to participate in recycling and composting programs (where available) to divert as much of their waste from the landfill as possible.

(a) **Disposables.** Vendors will be expected to provide a “dine-in/no plastic bag” option for customers (where applicable) in order to minimize the use of plastic bags and Styrofoam containers. Styrofoam “to go” containers will not be allowed.
EXHIBIT E
Sign Criteria

1.0 Purpose. These criteria establish basic signage design guidelines for the Tivoli. Lessee is asked to work closely with the Lessor in developing its designs and fabricating its signage. Every effort will be made to accommodate the individual needs of each lessee, as individuality and creativity are highly encouraged.

2.0 Design Criteria. All signs and environmental graphics must conform to this criteria and must receive the written approval of the Lessor prior to fabrication and installation. Sign fabrication and installation shall be completed by a professional manufacturer. Certain Premises may have additional criterion if associated with historic facilities.

2.1 Suggested Materials. The following materials may be used:

- glass: etched, sandblasted, tinted, clear
- hardwood: natural but sealed, stained, painted
- mirror: clear, tinted, etched
- metals: chrome, bronze, brass, painted
- tile: glazed, unglazed but sealed
- stone: natural marble, granite, slate
- other materials: gold, silver and copper leaf; real brick; fabric

2.2 Prohibited Materials. These materials are not permitted:

- artificial stone, brick or wood
- pegboard
- softwoods
- molded plastic letters
- paper signs
- signs taped in place
- “sale” signs
- temporary signs painted in the glass

2.3 Illumination. Illuminated signs are encouraged, as they will add to the exciting retail flavor of the Tivoli. However, internally illuminated cabinet, box or can signs are prohibited. Exposed neon and/or incandescent illumination, halo illumination and concealed lighting are encouraged. Exposed Florescent illumination will not be permitted. External, incandescent spot illumination is permitted, providing the light source does not cause glare in the eyes of the viewer. All sign illumination shall be at Lessee’s expense. Any non-illuminated signs must be extremely high quality and are not to be used as a cost-saving measure. Exposed electrical raceways, conduit or wiring are not permitted. Animated and/or flashing signs are, in general, not permitted. However, Lessor will review proposed animated signs on an individual basis. All electrical signs must be approved and labeled as UL compliant.

2.4 Sign Location. Signs shall terminate no less than 1'-0" from the edge of the demising wall or column or other definition of the adjacent space of Lessor or other lessee.

2.5 Exterior Signs. Exterior signs will generally not be permitted on any part of the Tivoli, unless the main customer door is an exterior entry.
2.6 **Sign Labels.** Manufacturer’s labels and/or UL labels shall not be permitted on the exposed surface of signs, except where required by local ordinance. Such labels shall be in an inconspicuous location, not visible from typical sight lines to the sign.

2.7 **Sign Installation and Removal.** Lessee assumes all responsibility and cost for the installation of Lessee’s permanent signage, including electrical connection. Lessee assumes all responsibility for regular periodic maintenance and cleaning of all signage. Lessee assumes all responsibility for the removal of Lessee’s signage within seven calendar days of vacating the Premises. Signage installation and removal shall be at Lessee’s expense.

2.8 **Sign Types.**

   Primary Sign. The Lessee shall use one sign per storefront, located in the sign band above Lessee’s storefront, using one of the following:

   - plaque
   - individual letters
   - combination of individual letters and plaque
   - or other method with Lessor’s approval

Menu Signs. No purveyor provided signage of any kind is permitted.

2.9 **Address.** Project standard address identification signs shall be provided by the Lessor at Lessor’s expense.

3.0 **Submittals.** Lessee shall submit to the Lessor for approval, before fabrication of signage, two copies of the following documents:

   Show schematically, in ¼" = 1'-0" scale, the location and type of each sign relative to the surrounding storefront and other signs.

   Three-view orthographic and section views as required; showing all dimensions, materials, connections, details, mounting and fastening methods of each sign.

   Show in ¼" = 1'0" scale and in full color each sign in context with surrounding storefront and signs.

Lessee shall keep on site one complete set of all approved sign drawings, specifications and other documents in good order and available for Lessor’s reference.
EXHIBIT F
Mechanics’ Lien and Asbestos Disclaimer Forms

MECHANICS’ LIEN
Notice of Non-responsibility

All contractors, builders, workmen, suppliers of materials or labor, or any person or entity similarly situated, are hereby on notice that with regard to the premises located at ______ of the Tivoli Student Union (the “Premises”), the State of Colorado, acting by and through the Board of Directors of the Auraria Higher Education Center (the “Lessor”), is not responsible in any way for any liabilities, financial or otherwise, liens, claims, costs and/or demands incurred or arising in connection with any demolition, construction or other work done on, to or in connection with the Premises. ________________, as Lessee of the Premises, is liable for all such responsibility, financial or otherwise, liens, claims, costs and/or demands and shall indemnify Lessor against any such expenses.

Any questions regarding this notice should be made to the Lessor’s Tenant Relations Coordinator at 303-556-8078.

__________________________ (Occupation Date)

NOTICE WITH RESPECT TO ABATEMENT OF ASBESTOS

All contractors, builders, workmen, suppliers of materials or labor, or any person or entity similarly situated, are hereby on notice that with regard to the premises located at ______ of the Tivoli Student Union (the “Premises”), the State of Colorado, acting by and through the Board of Directors of the Auraria Higher Education Center (the “Lessor”), has to the best of its knowledge and belief, completed abatement of all asbestos, if any, located in or around the Premises. If, however, any such contractors, builders, workmen, suppliers of materials or labor, or any person or entity similarly situated should encounter what it suspects to be asbestos or any related substance in the course of its work, that individual or individuals should immediately cease all construction, avoid any disturbance of any such material and immediately contact Lessor’s Assistant Vice President of Operations & Services at 303-556-2750.
EXHIBIT C – FURNITURE, FIXTURE & EQUIPMENT INVENTORY

Mercantile Equipment, AHEC Owned:

**Upstairs Dining Room and Staircase**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Antique Armoire</td>
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<tr>
<td>9</td>
<td>Round Table</td>
</tr>
<tr>
<td>7</td>
<td>Rectangular Table</td>
</tr>
<tr>
<td>6</td>
<td>Square Table</td>
</tr>
<tr>
<td>71</td>
<td>Wood Chairs</td>
</tr>
<tr>
<td>8</td>
<td>Stained Glass Lamp Shades</td>
</tr>
<tr>
<td>1</td>
<td>Hanging Metal Lamp with Shade</td>
</tr>
<tr>
<td>8</td>
<td>Framed Historical Photos (two with missing descriptions)</td>
</tr>
<tr>
<td>2</td>
<td>Framed Prints</td>
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</tbody>
</table>

**Downstairs Dining Room and Staircase**

<table>
<thead>
<tr>
<th>Quantity</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Stained Glass Lamp Shade</td>
</tr>
<tr>
<td>8</td>
<td>Wall Sconce with Hurricane Shade</td>
</tr>
<tr>
<td>2</td>
<td>Large Round Table</td>
</tr>
<tr>
<td>7</td>
<td>Small Round Table</td>
</tr>
<tr>
<td>3</td>
<td>Square Tables</td>
</tr>
<tr>
<td>50</td>
<td>Captain’s Chairs</td>
</tr>
<tr>
<td>2</td>
<td>Lockers with Six (6) Doors</td>
</tr>
<tr>
<td>5</td>
<td>Framed Historical Photos (3 downstairs, 2 staircase)</td>
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</tbody>
</table>

**Main Level / Kitchen, Prep and Service Area**

<table>
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<tr>
<th>Quantity</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>Three-Compartment Sink with Garbage Disposal</td>
</tr>
<tr>
<td>1</td>
<td>10’ Counter with Sink and Shelves</td>
</tr>
<tr>
<td>2</td>
<td>3’ x 3” print</td>
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</table>