

## COURTHOUSE PARKING LOT LEASE

THIS LEASE ("Lease") is made as of this **07<sup>th</sup>** day of **May, 2022**, between the County of Gilpin ("Lessor"), 203 Eureka Street, Central City, Colorado 80427 and the Central City Opera House Association, a Colorado not for profit corporation, ("Lessee").

IN CONSIDERATION OF the payment of the Rent and the performance of the covenants, and terms and conditions by Lessee as set forth below, the Lessor does hereby lease to Lessee the following described property ("Property"): Parking lots adjacent to County Court House, 203 Eureka Street, Central City, Colorado.

TO HAVE AND TO HOLD the same with all appurtenances, unto the said Lessee on the following dates, for days specified on the attached Schedule, with exclusive use to begin no earlier than two (2) hours prior to performances at a rate of Ten and no/100 Dollars (**\$10.00**), for the term hereof, receipt of which is hereby acknowledged, and together with other valuable consideration.

- A. The Lessee, in consideration of the leasing of the Property agrees as follows:
1. To pay the Rent for the Property above-described;
  2. To sublet no part of the Property, and not to assign the Lease or any interest therein without the written consent of the Lessor, which consent may not be unreasonably withheld;
  3. To use the Property solely as a parking facility to meet opera patron parking requirements in excess of capacity of lessee's parking lot;
  4. To neither hold nor attempt to hold the Lessor liable for any injury or damage, proximate or remote, occurring by reason of Lessee negligence;
  5. Lessee Insurance – Lessee shall maintain public liability and property damage insurance with limits of no less than one million dollars (\$1,000,000.00) aggregate and per occurrence, and shall provide Lessor with a certificate evidencing such coverage, identifying Lessor as a named insured.
  6. Indemnification – Lessee shall indemnify, hold harmless and defend Lessor from any and all losses, claims, liabilities, or expenses, including reasonable attorney fees, which Lessor may suffer or incur and arising from Lessee's use and occupancy of the Property. To the extent permitted under the Colorado Governmental Immunity Act, Lessor agrees to indemnify Lessee from and against any such claims, including reasonable attorney's fees which Lessee may suffer or incur in connection with any negligent act on the part of Lessor.

B. MISCELLANEOUS PROVISIONS

1. Any notice required to be given under the terms of this Lease shall be mailed, first-class, postage prepaid, certified or registered U.S. mail, to the principal offices of the Lessee and Lessor which have been previously identified herein. All changes of address must be provided in writing no later than thirty (30) days prior to their effective date.
2. All notices or other communications required or permitted by this Agreement shall be deemed given only if in writing and mailed first class United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Lessor: County of Gilpin  
Attn: Deputy Clerk to Board  
P.O. Box 366  
203 Eureka Street  
Central City, CO 80427

If to Lessee: Central City Opera House Association  
Attn: Scott Dessens, CFO  
400 S Colorado Blvd., Suite 530  
Denver, CO 80246

With a copy to: Robert D. Showalter  
Massey & Showalter  
518 17<sup>th</sup> St., Suite 100  
Denver, CO 80202

3. This Lease shall be governed by the laws of the State of Colorado. In the event that any provision or clause of this Lease conflicts with the law, such conflict shall not affect other provisions of this Lease which can be given effect without the conflicting provision, and to this end, the provisions of the Lease are declared severable. Venue for all legal claims regarding this matter shall be the County of Gilpin, Colorado.

THIS LEASE shall be binding on the parties, their personal representatives, successors and assigns.

LESSEE:  
Central City Opera House Association

LESSOR:  
County of Gilpin

\_\_\_\_\_  
Pamela Pantos, General Director

\_\_\_\_\_  
Sandy Hollingsworth  
Chair, Board of County Commissioners

ATTEST:

ATTEST:

\_\_\_\_\_  
Deputy Clerk Sharon Cate

## SCHEDULE OF PERFORMANCES 2022

Day	Date	Opera	Time
Saturday	July 2	Piazza	8:00 p.m.
Friday	July 8	Piazza	8:00 p.m.
Saturday	July 9	Die Fledermaus	8:00 p.m.
Sunday	July 10	Lunch, Song, Short Works	11:45 a.m.
Sunday	July 10	Piazza	2:30 p.m.
Thursday	July 14	Piazza	8:00 p.m.
Friday	July 15	Die Fledermaus	8:00 p.m.
Saturday	July 16	Lunch, Song, Short Works	11:45 a.m.
Saturday	July 16	Piazza	2:30 p.m.
Saturday	July 16	Two Remain	7:30 p.m.
Sunday	July 17	Lunch, Song, Short Works	11:45 a.m.
Sunday	July 17	Die Fledermaus	2:30 p.m.
Wednesday	July 20	Two Remain	7:30 p.m.
Thursday	July 21	Die Fledermaus	8:00 p.m.
Saturday	July 23	Lunch, Song, Short Works	11:45 a.m.
Saturday	July 23	Die Fledermaus	2:30 p.m.
Saturday	July 23	Apprentice Concert	8:00 p.m.
Sunday	July 24	Lunch, Song, Short Works	11:45 a.m.
Sunday	July 24	Piazza	2:30 p.m.
Tuesday	July 26	Piazza	8:00 p.m.
Sunday	July 31	Die Fledermaus	2:30 p.m.

## TELLER HOUSE PARKING LOT LEASE

THIS LEASE ("Lease") is made as of this 07<sup>th</sup> day of May, 2022, between the County of Gilpin ("Lessee"), 203 Eureka Street, Central City, Colorado 80427, and the Central City Opera House Association, a Colorado not for profit corporation, ("Lessor").

IN CONSIDERATION OF the payment of the Rent and the performance of the covenants, and terms and conditions by Lessee as set forth below, the Lessor does hereby lease to Lessee the following described property ("Property"): Parking lot adjacent to Central City Opera House, 124 Eureka Street, Central City, Colorado.

TO HAVE AND TO HOLD the same with all appurtenances, unto the said Lessee on the following dates, for the dates of August 8, 2022, through June 1, 2023, at a rate of Ten and no/100 Dollars (\$10.00), for the term hereof, receipt of which is hereby acknowledged, and together with other valuable consideration.

- A. USE. Lessee shall have non-exclusive use of the property solely as a parking facility which shall constitute an accessory use to the County Court House at 203 Eureka Street, to accommodate public parking in excess of the capacity of Lessee's parking lot.
- B. The Lessee, in consideration of the leasing of the Property agrees as follows:
1. To pay the Rent for the Property above-described;
  2. To sublet no part of the Property, and not to assign the Lease or any interest therein without the written consent of the Lessor, which consent may not be unreasonably withheld;
  3. To neither hold nor attempt to hold the Lessor liable for any injury or damage, proximate or remote, occurring by reason of Lessee negligence;
  4. Lessee Insurance – Lessee shall maintain public liability and property damage insurance with limits of no less than one million dollars (\$1,000,000.00) aggregate and per occurrence, and shall provide Lessor with a certificate evidencing such coverage, identifying Lessor as a named insured.
  5. Indemnification – To the extent permitted under the Governmental Immunity Act, Lessee shall indemnify, hold harmless and defend Lessor from any and all losses, claims, liabilities, or expenses, including reasonable attorney fees, which Lessor may suffer or incur and arising from Lessee's use and occupancy of the Property. Lessor agrees to indemnify Lessee from and against any such claims, including reasonable attorney's fees which Lessee may suffer or incur in connection with any negligent act on the part of Lessor.
- C. MISCELLANEOUS PROVISIONS
1. Any notice required to be given under the terms of this Lease shall be mailed, first-class, postage prepaid, certified or registered U.S. mail, to the principal offices of the Lessee and Lessor which have been previously identified herein. All changes of address must be provided in writing no late than thirty (30) days prior to their effective date.
  2. All notices or other communications required or permitted by this Agreement shall be deemed given only if in writing and mailed first class United States mail, registered or

certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Lessee:

County of Gilpin  
County Manager Ray Rears  
P.O. Box 366  
203 Eureka Street  
Central City, CO 80427

If to Lessor:

Central City Opera House Association  
Attn: Pamela Pantos, **General Director**  
400 S Colorado Blvd., Suite 530  
Denver, CO 80246

With a copy to:

Robert D. Showalter  
Massey & Showalter  
518 17<sup>th</sup> St., Suite 100  
Denver, CO 80202

This Lease shall be governed by the laws of the State of Colorado. In the event that any provision or clause of this Lease conflicts with the law, such conflict shall not affect other provisions of this Lease which can be given effect without the conflicting provision, and to this end, the provisions of the Lease are declared severable. Venue for all legal claims regarding this matter shall be the County of Gilpin, Colorado.

THIS LEASE shall be binding on the parties, their personal representatives, successors and assigns.

LESSOR:  
Central City Opera House Association

LESSEE:  
County of Gilpin

\_\_\_\_\_  
Pamela Pantos, **General Director**

\_\_\_\_\_  
Sandy Hollingsworth  
Chair, Board of County Commissioners

ATTEST:

ATTEST:

\_\_\_\_\_  
Deputy Clerk Sharon Cate