

INDOOR SPACE LICENSE AGREEMENT

THIS INDOOR SPACE LICENSE AGREEMENT (this “Agreement”) is made and entered into as of **02/01/2026** (the “Effective Date”), by and between ARAPAHOE SCHOOL DISTRICT NO. 6, LITTLETON PUBLIC SCHOOLS, a school district organized under the laws of the State of Colorado (“Licensor”), and THE LITTLETON POLICE DEPARTMENT, a department of the City of Littleton, Colorado (the “Licensee”).

RECITALS

This Agreement is made with respect to the following facts:

A. Licensor is the owner of the real property located at 5933 South Fairfield Street, Littleton, CO 80120 (the “Property”).

B. Licensee desires to obtain a license from Licensor to enter upon and use a portion of the Property identified as **Classroom 144** (the “License Parcel”). Licensor has agreed to grant such license upon the terms and provisions set forth in this Agreement.

AGREEMENT

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

1. Grant of License. Licensor hereby grants to Licensee a revocable license (the “License”), subject to all of the terms and provisions of this Agreement, for Licensee and its employees, agents, representatives and contractors (collectively, “Licensee’s Parties”) to enter upon the License Parcel for the purpose of community outreach office use and for no other purpose whatsoever. Licensee has inspected the License Parcel, acknowledges that the License Parcel is in a good, clean and safe condition and repair and accepts the License Parcel in its “AS-IS” condition. No goods, merchandise or materials shall be kept or stored by Licensee on or about the License Parcel which are in any way hazardous, or which would cause an increase in the premium rate of fire insurance that Licensor would otherwise be able to obtain. If said insurance rate is increased, then the increased cost of such insurance shall be paid by Licensee to Licensor. Licensee, at its sole expense, shall comply with any and all requirements of any insurance organization or company necessary for the maintenance of reasonable premium rates for fire and general liability insurance covering the License Parcel. Licensee at its sole cost and expense shall maintain the License Parcel in a good, clean and safe condition. Licensee shall not have the right at any time to make any alterations, modifications or additions to the License Parcel. There shall be no charge for the use of the License Parcel (except as expressly provided herein), however, Licensee agrees to pay for and be held responsible for any damage to the License Parcel that was caused or created by Licensee and/or anyone acting by, through or under Licensee. Licensor shall also have the right to continue to market the License Parcel as available, and conduct showings at any time without prior notice to Licensee. Furthermore, Licensor shall not be responsible for the security of the Licensee’s personal property and materials stored in the License Parcel.

2. Term; Removal and Restoration. The term of the License (the “Term”) will commence on the Effective Date and expire on the date that is 365 days after the Effective Date. The License is fully revocable upon 30 days’ written notice from Licensor to Licensee. Licensee’s right to use the License Parcel pursuant to this Agreement is intended as a temporary right only for the duration of the Term or any earlier termination thereof pursuant hereto. Licensee acknowledges and agrees that this License does

not grant to or confer upon Licensee any right to occupy the License Parcel (except as provided herein), any tenancy therein or any possessory interest in the License Parcel, and Licensee hereby waives and relinquishes any claims therefor. Upon the expiration or earlier termination or revocation of the Term, Licensee shall immediately surrender and vacate the License Parcel and Licensee will remove all of its property from the License Parcel and will restore the License Parcel to the condition existing prior to the commencement of the Term, including, without limitation, the removal and disposal of all trash therefrom, if any. Lessor may exercise any and all remedies at law or in equity to recover possession of the License Parcel, as well as any actual damages incurred by Lessor, due to Licensee's failure to vacate the License Parcel and deliver possession to Lessor as required by this Agreement.

3. **License Fee.** **[Intentionally Deleted].**

4. **Improvements.** Lessor shall have no obligation to make any leasehold alterations, additions or improvements to the License Parcel and Licensee shall accept the License Parcel in a "broom-clean," "as-is," "where-as" condition and state of repair and without representation or warranty whatsoever.

5. **Access by Lessor; Rules and Regulations.** Lessor shall have the right to enter onto the License Parcel at any time, without notice to Licensee, in order to inspect the License Parcel or Licensee's operations thereon and to confirm compliance with the terms of this Agreement. Licensee agrees to comply with the reasonable rules and regulations adopted by Lessor from time to time pertaining to the use of the License Parcel. Licensee covenants and agrees to memorialize its obligations under this Agreement in any sublicense agreements, and to require all sublicensees to comply with and perform in a timely manner each of the obligations of Licensee pursuant to this Agreement the same as if such sublicensee were the "Licensee" under this Agreement.

6. **Other Activities.** Licensee acknowledges that a variety of commercial and construction activities (the "Activities") may occur around the License Parcel and throughout the Property. The Activities are expected to generate an unpredictable amount of visible, audible and odorous impacts and disturbances. The Activities may include, without limitation: (a) sporting activities; (b) office and business uses, including meetings; (c) food bank and or food drives; (d) craft fairs; (e) speaking events; (f) special events; (g) any other uses or activities permitted by law; and (h) construction and construction activities, including without limitation, construction noise, traffic, temporary fencing, dust and the like.

7. **Waiver and Release.** Licensee hereby acknowledges that the Activities, and the impacts and disturbances generated by them, may occur in and adjacent to the License Parcel and throughout the Property. Licensee agrees that Licensee will not have the right to rescind this Agreement or to claim any breach of this Agreement based on the existence or occurrence of the Activities or impacts and disturbances generated by the Activities. Licensee forever waives and releases any claims Licensee and its successors and assigns may have against Lessor, the operator(s), tenants and occupants of the License Parcel and Property in which the Activities occur and their respective successors and assigns, which in any way arise out of the impacts and disturbances generated from the Activities.

8. **Laws; Compliance.** Lessor and Licensee agree to comply with any and all present or future federal, state or local laws, statutes, ordinances, rules, requirements, regulations or orders of any and all governmental or quasi-governmental authorities having jurisdiction. Without limiting the foregoing, Licensee shall (a) be responsible for obtaining, at Licensee's expense, any and all permits and approvals required in connection with Licensee's use of the License Parcel, (b) keep the License Parcel free of trash, rubbish and other debris, (c) pay when due all fines or fees levied arising out of the use of the License Parcel, and (d) at Licensee's expense, promptly repair any damage to the License Parcel and Property caused by Licensee or the Licensee's Parties. This section shall survive expiration of the Term.

9. Liens. If and to the extent applicable, Licensee agrees to pay before delinquency all costs for work, services or materials furnished to Licensee for the License Parcel the nonpayment of which could result in any lien against the Property, including the License Parcel. Licensee will keep title to the Property free and clear of any such lien. Prior to commencing any work on the License Parcel, Lessor may post a notice of non-responsibility on the License Parcel in accordance with C.R.S. § 38-22-105, notifying all laborers and materialmen providing labor or materials in connection therewith that the Property, including the License Parcel, and Lessor's interest therein are not subject to any lien for the same. Licensee will immediately notify Lessor of the filing of any such lien against the Property or any pending claims or proceedings relating to any such lien, and Licensee will defend, indemnify and hold Lessor harmless from and against all loss, damages and expenses (including attorneys' fees) suffered or incurred by Lessor as a result of such lien, claims or proceedings, to the extent such lien, claims or proceedings result from the actions of Licensee. In case any such lien attaches, Licensee agrees to cause it to be immediately released and removed of record (failing which Lessor may, but shall not be obligated to, do so at Licensee's sole expense).

10. Insurance; Indemnities and Waivers.

(a) Licensee's Property Insurance. During the Term, Licensee will, at Licensee's expense, procure and maintain "Special Form" (formerly known as "All Risk") insurance, including fire, extended coverage, sprinkler leakage (including earthquake sprinkler leakage), flood and/or water damage, vandalism and malicious mischief, covering the License Parcel and any and all personal property, machinery, equipment, furniture, fixtures (including also property under the care, custody, or control of Licensee) and business interests which may be located in, upon or about the License Parcel, including machinery and equipment breakdown with both coverage parts including coverage for spoilage, if applicable, and glass breakage that covers all of Licensee's property in the License Parcel (including, without limitation, inventory, trade fixtures, furniture and other property removable by Licensee under the provisions of this License), in an amount not less than 100% of their actual replacement cost from time to time. The proceeds of such insurance shall be used for the repair or replacement of the property insured, except that the proceeds attributable to the License Parcel shall be paid and belong to Lessor, and the proceeds attributable to the personal property shall be paid and belong to Licensee. Such insurance shall, without limiting the foregoing, insure against:

(i) loss or damage by fire; and

(ii) such other risk or risks of a similar or dissimilar nature as are now, or may in the future be, customarily covered with respect to a Licensee's machinery, equipment, furniture, fixtures, personal property and business located in a building similar in connection, general location, use, occupancy and design to the building, including, but without limiting the generality of the foregoing, windstorms, hail, explosions, vandalism, theft, malicious mischief, civil commotion and such other coverage as Licensee may deem appropriate or necessary.

The property insurance required under this Section 10(a) shall not contain a co-insurance requirement.

(b) Licensee's Other Insurance. During the Term, Licensee will, at Licensee's expense, procure, carry and maintain 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 and with deductibles satisfactory to Lessor as may more particularly be provided below:

- (i) Commercial general liability insurance for injury to or death of any person and damage to property of others in connection with the construction of improvements on the License Parcel and with Licensee's use of and operations in the License Parcel. Such insurance shall be for \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate, shall include products/ongoing and completed operations with a \$2,000,000.00 annual aggregate, shall include personal and advertising injury with a \$1,000,000.00 annual aggregate, and in all instances including premises medical payments for not less than \$5,000.00. This limit may be achieved by the use of a primary general liability policy combined with an excess or umbrella liability policy; except that the limits of liability shall be adjusted from time to time during the Term to such higher limits as Lessor may reasonably require under then current conditions. Licensee's policy of liability insurance shall include an endorsement naming Lessor and such other persons as Lessor specifies from time to time, as additional insureds. All such insurance will be on an occurrence based form including, without limitation, personal injury and contractual liability for the performance by Licensee of the indemnity agreements set forth in Section 10(b);
- (ii) Workers' compensation insurance insuring against and satisfying Licensee's obligations and liabilities under the workers' compensation laws of the State of Colorado, including employers' liability with limits of \$1,000,000 for each accident, each employee and each illness pertaining to Licensee's employees; and
- (iii) if Licensee operates owned, hired or nonowned vehicles on the Project, comprehensive automobile liability will be carried at a limit of liability not less than \$1,000,000.00 combined bodily injury and property damage.

(c) Form of Licensee's Policies; Failure to Maintain. Current, original certificates of insurance with respect to the insurance required to be maintained by Licensee under this Section 10, together with copies of the endorsements when applicable naming Lessor and any others specified by Lessor as additional insureds, will be delivered to Lessor at least 30 days prior to Licensee's occupancy of the License Parcel and from time to time at least 30 days prior to the expiration of the term of each such policy. Without limiting any of the foregoing terms of this Section 10, all commercial general liability policies maintained by Licensee will be on "occurrence" (and not "claims made") forms and will name as additional insureds Lessor and such other persons as Lessor specifies from time to time, and such additional insureds will be entitled to recover under such policies for any loss sustained by them, their agents and employees as a result of the negligent acts or omissions of Licensee. All insurance coverages maintained by Licensee under Section 10.3 shall include a waiver of any right of subrogation of the insurers thereunder in favor of Lessor and any additional insureds hereunder. All such policies maintained by Licensee will provide that they may not be terminated nor may coverage be reduced except after 30 days' prior written notice to Lessor and the other additional insureds. All insurance required to be carried by Licensee hereunder shall be issued by insurance companies qualified to do business in the State of Colorado and rated A-VIII or better in the most current issue of "Best's Key Rating Guide." It is agreed that all insurance coverage maintained by Licensee under this Lease with respect to the License Parcel shall be primary and that any similar insurance maintained by Lessor or the other named additional insureds for its and/or their own protection shall be secondary or excess and not contributing insurance. If Licensee fails to maintain any insurance required by this Lease, Licensee shall be liable for any loss or cost resulting from that failure. Lessor may, but shall not be obligated to, provide for such insurance at Licensee's cost. This Section 10.4 shall not waive any of Lessor's other rights and remedies under this Lease. All parties hired by Licensee shall provide evidence of and maintain general

liability coverage, automobile liability coverage, workers' compensation and employer's liability coverage. Coverage shall include, in favor of Licensee and Lessor, but shall not be limited to include, additional insured status, primary and non-contributory coverage and waiver of subrogation.

(d) Licensee's Indemnity. **[Intentionally Deleted].**

(e) Mutual Waiver of Subrogation for Property. Lessor and Licensee each hereby waives and releases its rights of recovery against each other, and against their respective officers, directors, members, managers, stockholders, partners, employees, agents, representatives, customers or business visitors, for (i) any loss or damage to its property capable of being insured against by an "all-risk" or "multi-peril" insurance coverage whether carried or not; and (ii) all loss cost, damage or expense arising out of or due to any interruption of business and all increased or additional costs of business and other costs or expenses whether similar or dissimilar, regardless of the cause therefore, which are capable of being insured against under business interruption insurance whether or not carried. Each party, at its own cost, shall apply to its insurers to obtain such waivers and obtain any special endorsements, if required by its insurer, to evidence compliance with this provision.

(f) Licensee's Assumption of Risk. Licensee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to persons, in, upon or about the License Parcel from Licensee's and its agents', contractors' and employees' use of the License Parcel, and Licensee hereby waives all related claims against Lessor and Lessor's employees, Lessor's managing agent and Lessor's mortgagee. Without implying any obligation of Lessor or Lessor's employees, Lessor's managing agent and Lessor's mortgagee to accept any of Licensee's property for safekeeping, Lessor and Lessor's employees, Lessor's managing agent and Lessor's mortgagee shall not be liable for any damages to property entrusted to Lessor or Lessor's employees, Lessor's managing agent and Lessor's mortgagee, nor for loss of or damage to any property in or about the License Parcel by theft or otherwise except to the extent caused by such parties' gross negligence or willful misconduct. Licensee shall give prompt notice to Lessor in case of fire or accidents in the License Parcel or on the Property.

(g) Exemption of Lessor. Licensee hereby agrees that Lessor and Lessor's employees shall not be liable for any injury to Licensee's business or any loss of income therefrom or for any consequential damages from any cause whatsoever except to the extent caused by such parties' gross negligence or willful misconduct. Lessor and Lessor's employees, Lessor's managing agent and Lessor's mortgagee shall not be liable for any damage, destruction or loss of property or for any injury or death to any person arising from any act or neglect of any other Licensee or other occupant or user of the Property, or any matter beyond the reasonable control of Lessor and Lessor's employees, Lessor's managing agent and Lessor's mortgagee.

(h) Outdated Terms. If, at any time during the Term, any type of insurance policy required by this License is no longer available, discontinued or generally considered outdated within the insurance industry (such as how, as of the date of this License, the outdated term "public liability insurance" is now referred to as "commercial general liability insurance") (collectively referred to herein as an "Outdated Policy"), then in lieu of such Outdated Policy, Lessor and Licensee shall maintain the new type of policy replacing and most comparable to the Outdated Policy.

11. Notices. All notices required or permitted under this Agreement must be in writing and will only be deemed properly given and received (a) when actually given and received, if delivered in person to a party who acknowledges receipt in writing; (b) within the same day when sent by confirmed facsimile transmission or electronic delivery; (c) one business day after deposit with a private courier or overnight delivery service, if such courier or service obtains a written acknowledgment of receipt; or (d) three business days after deposit in the United States mails, certified or registered mail with return receipt requested and postage prepaid. All such notices must be transmitted by one of the methods described above to the party to receive the notice at the address set forth for such party below or at such other address as any party may notify the others of pursuant to this Section 11:

If to Lessor:

Littleton Public Schools
5933 South Fairfield Street
Littleton, Colorado 80120
Attention: Jose Cardenas
Telephone: (303) 347-4452

With a copy of any notice of an Event of Default to:

Jumps Law, LLC
2630 West Belview Avenue, Suite 270
Littleton, Colorado 80123
Email: bjumps@jumpslaw.com
Attention: Brian P. Jumps

If to Licensee:

City of Littleton Police Department
2255 W Berry Avenue
Littleton, CO 80120
Attention: Chief Doug Stephens
Telephone: (303) 795-3875

With a copy of any notice of an Event of Default to:

City of Littleton City Attorney's Office
2255 W Berry Avenue
Littleton, CO 80120
Attention: City Attorney
Telephone: (303) 795-3725

12. Captions. All captions used herein are for convenience only and will have no meaning in the interpretation or effect of this Agreement.

13. Recording. Licensee will not cause this Agreement to be recorded without the prior written consent of Lessor and, in the event this Agreement is recorded by Licensee without the prior written consent of Lessor, the License will automatically terminate.

14. Assignment. Licensee may not sublet any portion of the License Parcel and may not assign any of its rights or delegate any of its obligations under this Agreement without Lessor's consent, which consent may be withheld in Lessor's sole discretion. If all or any portion of the Property is

transferred by Licensor during the Term, Licensor shall have the right to assign its rights or interest in this Agreement to the transferee of all or such portion of the Property without the written permission of Licensee, provided that Licensor delegates all of its benefits and obligations hereunder to such assignee.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and there are no prior or contemporaneous agreements, either oral or written, relating to the subject matter hereof except as expressly set forth herein.

17. Waiver; Amendment. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

18. Severability. If any term or provision of this Agreement is found by any court of competent jurisdiction to be unenforceable or otherwise contrary to applicable law, such provision shall be deemed to be severed here from and the remaining terms and provisions of this Agreement shall be enforced to the fullest extent permitted by applicable law.

19. Binding Effect. In no event will this Agreement be deemed to create a transferable real property interest in, or an encumbrance against, the Property for the benefit of Licensee and in no event will this Agreement or the License be deemed to constitute a covenant running with title to the Property at law. Subject to Section 14, this Agreement will bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

20. Brokers. No brokerage commission or similar fee shall be paid by Licensor to any person or entity by virtue of this License or Licensee's use of the License Parcel.

21. Defaults and Remedies.

(a) General. Except to the extent expressly stated to the contrary elsewhere in this Agreement, all rights and remedies of Licensor enumerated in this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress at law or in equity to which Licensor may be lawfully entitled in case of any breach or threatened breach by the Licensee of any provision of this Agreement. Each party agrees to pay, upon demand, all of the other party's costs, charges and expenses, including the reasonable fees and out-of-pocket expenses of counsel, agents and others retained, incurred in successfully enforcing the other party's obligations under this Agreement.

(b) Licensee's Default. Licensee's breach or failure to comply with any provision of this Agreement applicable to Licensee, and such breach or noncompliance continues for a period of five days after notice by Licensor to Licensee will constitute a material breach by Licensee and an "Event of Default" under this Agreement.

(c) Licensor's Remedies. Time is of the essence. If any Event of Default occurs, Licensor will have the right, at Licensor's election, then or at any later time, to terminate this Agreement and/or exercise any rights and remedies available at law or in equity. Notwithstanding anything to the contrary contained herein, Licensor shall have the absolute right to immediately

terminate and revoke this License if Licensee has failed to perform of any of its duties or obligations under this Agreement.

22. Waiver of Jury. LICENSOR AND LICENSEE WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY LICENSOR OR LICENSEE AGAINST THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, LICENSEE'S USE AND OCCUPANCY OF THE LICENSE PARCEL, OR THE RELATIONSHIP OF LICENSOR AND LICENSEE.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by telecopy or electronic delivery and, upon receipt, shall be deemed originals and binding upon the parties hereto.

24. Limitation of Liability. Licensee agrees to look solely to Licensor's interest in the License Parcel for the recovery of any judgment from Licensor, it being agreed that Licensor, and if Licensor is a partnership, its partners whether general or limited, and if Licensor is a corporation, its directors, officers or shareholders, and if Licensor is a limited liability company, its managers or members, will never be personally liable for any such judgment. In no event will Licensor be liable to Licensee or any other person for consequential, special or punitive damages, including, without limitation, lost profits.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

LICENSOR:

**ARAPAHOE SCHOOL DISTRICT NO. 6,
LITTLETON PUBLIC SCHOOLS**, a school
district organized under the laws of the State of
Colorado

By: _____

Print Name: Jose Cardenas

Title: Director of East Community Center

LICENSEE:

THE LITTLETON POLICE DEPARTMENT,
a department of the City of Littleton, Colorado

By: _____

Name: _____

Its: _____