

**STATE OF UTAH  
DEPARTMENT OF GOVERNMENT OPERATIONS  
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT**

**LEASE AGREEMENT  
Contract No. \_\_\_\_\_**

**THIS LEASE AGREEMENT** is made and entered into by and between the **SAN JUAN COUNTY** for and behalf of **MONTICELLO COWORKING SPACE** whose principal place of business is 117 South Main Street, Monticello, Utah, hereinafter called “**LANDLORD**,” and the **STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT**, for and in behalf of the Governor’s Office of Economic Opportunity, whose principal place of business is 4315 S. 2700 W. 3rd Floor, Taylorsville, Utah, hereinafter called “**TENANT**.”

**W I T N E S E T H**

**THAT WHEREAS**, **TENANT** has requested space for use as an office in the Monticello Coworking Space; and,

**NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:**

**SECTION 1. LEASED PREMISES**

1.1 **LANDLORD** does hereby lease unto **TENANT** approximately 100 square feet of office space in the facility more commonly known as the Monticello Coworking Space located at 80 North Main Street, Monticello, Utah.

**SECTION 2. TERM OF LEASE**

2.1 The initial term of this Lease Agreement shall be for a period of **FIVE (5)** year which term shall commence on October 1, 2024, and shall expire on September 30, 2029.

**SECTION 3. OPTION TO RENEW**

3.1 **LANDLORD** covenants with **TENANT** that **LANDLORD** shall, at **LANDLORD’S** option, and at the expiration of the initial Lease term again grant an option for renewal to **TENANT** under the same terms and conditions provided herein.

**SECTION 4. CONSIDERATION**

4.1 **LANDLORD** is hereby leasing the office space herein described to **TENANT** at a cost of \$150.00 per month.

**SECTION 5. REPRESENTATIONS**

5.1 **LANDLORD** represents that it is the lawful owner or lawful representative of the owners of the Leased Premises and that it has the right to lease the same as herein provided and does hereby guarantee quiet and peaceable enjoyment of the Leased Premises to **TENANT**.

**SECTION 6. TENANT IMPROVEMENTS**

6.1 **TENANT** shall not make improvements, additions or alterations to the Leased Premises without having first obtained written approval from **LANDLORD**.

**SECTION 7. LANDLORD RESPONSIBILITIES**

7.1 LANDLORD agrees to pay for all utilities including gas, electricity, water and sewer expenses during the term hereof.

**SECTION 8. LANDLORD RESPONSIBILITIES**

8.1 LANDLORD shall be responsible for the janitorial and garbage services.

**SECTION 9. REIMBURSABLE SERVICES TO LANDLORD**

~~9.1 LANDLORD shall provide to TENANT a monthly billing for any additional services incurred by LANDLORD.~~

**SECTION 10. TAXES AND INSURANCE**

10.1 LANDLORD shall pay and bear all costs of real property taxes, personal property taxes, and all other taxes assessed against the Leased Premises. LANDLORD further agrees to keep the Leased Premises fully insured to protect the same from loss or damage by fire, vandalism and malicious mischief at all times during the term of this Lease Agreement.

**SECTION 11. REPAIR AND MAINTENANCE**

11.1 All repairs and maintenance of the Leased Premises shall be made at the sole cost and expense of LANDLORD, except for damages caused by TENANT.

**SECTION 12. USE OF PREMISES**

12.1 TENANT shall not, at any time, use or occupy or permit the Leased Premises to be used or occupied in any manner which would in any way violate any Certificate of Occupancy issued for the building, and shall not use or permit the Leased Premises to be used or occupied in whole or in part in a manner which may violate the laws, orders, ordinances, rules, regulations, or requirements of any department of federal, state, or city governments.

**SECTION 13. TENANT'S PERSONAL PROPERTY & FIXTURES**

13.1 All personal property and fixtures placed in or upon the Leased Premises by TENANT shall not become part of the Leased Premises and TENANT shall be privileged to remove the same at the termination or expiration of the Lease Agreement.

**SECTION 14. TERMINATION & SURRENDER OF LEASED PREMISES**

14.1 TENANT agrees to quit and surrender peaceable possession of the Leased Premises to LANDLORD when this Lease Agreement is terminated. Upon termination of this Lease Agreement TENANT shall deliver the Leased Premises to LANDLORD in good condition and broom clean, normal wear and tear excepted.

**SECTION 15. MANNER OF GIVING NOTICE**

15.1 Any notice to be given by either party to the other pursuant to the provisions of this Lease or of any law, present or future, shall be in writing and delivered personally to the party to whom notice is to be given, or by certified mail, return receipt requested, addressed to the party for whom notice is intended at the address stated below or such other address as it may have designated in writing. Notice shall be deemed to have been duly given, if delivered personally, upon receipt thereof, and if mailed, upon the third day after mailing thereof.

