

Authority (C.F. or A.O.)

LEASE NO. _____

FINANCE DEPT. LEASE NO. _____ [Lease Number]

DATE: _____ [Date]

LESSOR: City of Saint Paul _____

DEPARTMENT OF PARKS AND RECREATION

LESSEE: Como Friends

**CITY OF SAINT PAUL
STANDARD LEASE
AGREEMENT**

[1] **Leased Premises.** The LESSOR; in consideration of the payment of the Basic Rent hereinafter specified to be paid by the LESSEE, and the covenants and agreements herein contained, does hereby lease, demise and let unto LESSEE the premises hereinafter referred to as the Leased Premises, whose address is: 1225 Estabrook Drive Saint Paul, MN 55103, and which is legally described as: the gift shop build-out and basement storage in the Visitor Center at Como Park Zoo and Conservatory.

[2] **Term of Lease.** This lease shall be in effect for a term commencing and ending on the dates indicated below, unless terminated earlier by the LESSOR as provided herein.

Term	Commencing Date	Ending Date
<u>16 years</u>	<u>January 1, 2023</u>	<u>December 31, 2038</u>

[3] **Use of Premises.** The LESSEE shall use and occupy the Leased Premises for the following purpose:
a) designated retail space in the Visitor Center to operate Garden Safari Gifts, b) designated storage space in the basement of the Visitor Center for inventory and c) use of common space such as restrooms and class rooms in the Visitor Center.

[4] **Rent.** Rent shall consist of Basic Rent of \$1.00 per twelve month period. LESSEE shall pay all rent in advance for the entire Lease Term.

(A) **Basic Rent**

Total Basic Rent During Lease Term	Payment Schedule		
	(Payment Period	Commencing Date	\$ per Period)
<u>\$16.00</u>	<u>Jan 1-Dec 31</u>	<u>January I, 2023</u>	<u>\$1.00</u>

LESSEE shall make the payment of Basic Rent to LESSOR at the following address:

1225 Estabrook Drive Saint Paul MN 55103

The applicable account number for City Finance Accounting Code is:_____

All Basic Rent shall be payable within thirty days of the execution of the Lease, or if no date certain is provided, within 30 days of the billing date. The Lessor shall charge interest of 1.5% per month for any Basic Rent remaining unpaid beyond the due date as here provided.

[5] **Right of Entry.** At all times during the term of this lease, the LESSOR shall have the right, by itself, its agents and employees, to enter into and upon the Leased Premises during reasonable business hours or, in the event of an emergency, at any time for any legitimate purpose.

[6] **Insurance.**

(A) **LESSOR'S Insurance.** The LESSOR shall acquire and keep in effect during the term of this agreement the following coverages:

FIRE AND RISK INSURANCE, on the Leased Premises shall be purchased by the LESSOR. Said insurance shall name the City of Saint Paul as the insured. With respect to any loss of the LESSOR'S property not covered by insurance, it shall be the responsibility of the LESSOR, within a reasonable time, to pay all costs to repair or replace the damaged property with like kind, such reasonable time to be determined by the LESSOR. LESSEE shall be responsible for insurance of its own property.

(B) LESSEE'S Insurance. The LESSEE shall acquire and keep in effect during the term of this lease the following coverage:

- (1) The LESSEE shall be responsible for the self insurance of, or the acquisition of Commercial Property Insurance on, its personal property.
- (2) COMMERCIAL GENERAL OR PUBLIC LIABILITY INSURANCE including blanket contractual liability coverage, personal injury liability coverage and broad form property damage liability endorsement with a combined single limit of not less than \$1,500,000, per occurrence, \$2,000,000 aggregate, shall be purchased by the LESSEE. Such insurance shall: (a) name the City of Saint Paul as additional insured; (b) be primary with respect to LESSOR'S insurance or self-insurance; (c) include an all services, products or completed operations endorsement, (d) not exclude explosion, collapse, and underground property damage; (e) be written on an Occurrence Form policy basis.
- (3) AUTOMOBILE LIABILITY INSURANCE with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate limits, covering hired, non-owned and owned automobiles.
- (4) WORKERS' COMPENSATION INSURANCE with not less than statutory minimum limits; and EMPLOYERS' LIABILITY INSURANCE with minimum bodily injury limits of at least \$100,000 per accident, \$100,000 per employee bodily injury by disease and maximum \$500,000 per disease, with an all states endorsement.
- (5) The LESSEE shall supply to LESSOR current insurance certificates for policies required in Paragraph (6). The said certificates shall certify whether or not the agent has errors and omissions insurance coverage.

The limits-cited under each insurance requirement above establish minimums; and it is the sole responsibility of the LESSEE to purchase and maintain additional insurance that may be necessary in relation to this lease.

- (7) Nothing in this contract shall constitute a waiver by the LESSOR of any statutory limits or exceptions on liability.
- (8) LESSEE shall place the insurance with responsible insurance companies authorized and licensed to do business in the State of Minnesota, and shall deliver copies of the

policies to LESSOR on the date of LESSEE'S execution of this agreement. The policies required in paragraph (6) shall be endorsed to indicate that the insurer cannot cancel or change the insurance without first giving the LESSOR 30 days' written notice.

- (9) Insurance limits shall be subject to the tort claims liability limits as set forth in chapter 466 of Minnesota Statutes.

- [7] **Cancellation or Termination.** This lease shall be subject to cancellation and termination by LESSOR or LESSEE at any time during the term hereof by giving the other party notice in writing at 180 days, prior to the date when such termination shall become effective.
- [8] **Notice.** All notices herein provided to be given, or that may be given by either party to the other, shall be deemed to have been fully given when served personally on LESSOR or LESSEE, or when made in writing and deposited in the United States Mail, certified and postage prepaid, and addressed to the LESSEE at the address stated on page (1) and to the LESSOR at the Real Estate Division, City Hall Annex, 25th W 4th St, Suite 1000 Saint Paul, Minnesota 55102. The address to which the notice shall be mailed may be changed by written notice given by either party to the other. Nothing herein shall preclude the giving of such address change notice by personal service.
- [9] **Assignment and Subletting.** LESSEE shall not assign or sublet this Lease without the written consent of the LESSOR, which consent must be obtained prior to the execution of any agreement to sublease the Leased Premises.
- [10] **Maintenance and Repairs.** LESSOR shall be responsible for all repairs, maintenance and upkeep of the Leased Premises, including but not limited to emergency repairs of any kind; routine maintenance and repair to keep the Leased Premises in good repair, safe and in compliance with applicable fire, health, building and other life-safety codes; and all repairs and maintenance needed to keep the buildings or structures on the Leased Premises in good condition.
- [11] **Indemnity.** The LESSEE agrees to indemnify, defend, save and hold harmless the City of Saint Paul and any agents, officers and employees thereof from all claims, demands, actions or causes of action of whatsoever nature or character, arising out of or by reason of the Lease of the herein described Leased Premises by the LESSOR to the LESSEE, or the use or condition of the Leased Premises or

as a result of the operations or business activities taking place on the Leased Premises, except to the extent any injury or damage is the result of the negligence or willful misconduct of LESSOR. It is fully understood and agreed that LESSEE is aware of the conditions of the Leased Premises and leases the same as is.

[12] **Controlling Lease.** In the event there is any prior existing lease or rental agreement between LESSEE and LESSOR (or its predecessor in interest) covering the subject property, it is agreed and understood that this Lease shall cancel and terminate any prior leases or rental agreements as of the effective date of this lease.

[13] **Compliance with Laws.** The property described herein may be used for only the purposes stated herein. It is the sole and exclusive responsibility of the LESSEE in the use of the property to comply with all laws, rules, regulations or ordinances imposed by any jurisdiction affecting the use to which the property is proposed to be put. Inability or failure by the LESSEE to comply with any of said laws, rules, regulations or ordinances will not relieve the LESSEE of the obligation to pay the rental provided herein.

[14] **Non-Discrimination.** The LESSEE for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that

- (A) no person, on the ground race, creed, religion, sex, sexual or affectional orientation, color, national origin, ancestry, familial status, age, disability, marital status or status with regard to public assistance shall be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
- (B) that in connection with the construction of any improvements on said lands and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors;
- (C) that such discrimination shall not be practiced against the public in its access in and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest and recreation) constructed or operated on the Leased Premises; and

(D) that the LESSEE shall use the premises in compliance with all other requirements imposed pursuant to the Saint Paul Legislative Code Chapter 183.

(15) **Alterations.** The LESSEE will not make any alterations to the premises without the written consent of the LESSOR, such consent not to be unreasonably withheld. If the LESSEE desires to make any such alterations, an accurate description shall first be submitted to and approved by the LESSOR. All such work shall be performed under the LESSOR'S supervision and any improvements made to the Leased Premises at the LESSEE'S expense shall become the property of the LESSOR at the end of the Lease period. LESSEE agrees that all alterations will be done in a workmanlike manner and in conformance with applicable building codes, that the structural integrity and building systems of the building will not be impaired, and that no liens will attach to the premises by reason thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year in this Lease first above-written

CITY OF SAINT PAUL

Mayor

Date:

City Clerk

Date:

Director, Parks and Recreation

Date:

Director, Financial Services

Date:

Approved as to Form:

Assistant City Attorney

COMO FRIENDS

It's:

Date: