

(File Name: _____)

Revised

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

LEASE NO. _____

DATE: _____

CITY OF SAINT PAUL

LESSOR: CITY OF SAINT PAUL, FIRE DEPARTMENT

645 Randolph Avenue, Saint Paul, MN 55102

LESSEE: Saint Paul Fire Foundation

131 White Oaks Lane, Saint Paul, MN 55127



**LEASE
AGREEMENT**

1) **Leased Premises.** The LESSOR, in consideration of the public purpose to raise money to support firefighter safety and education, 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:
Saint Paul Fire Training Center, 1683 Energy Park Drive, Saint Paul, MN, 55108.

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 (Months/Years)	Commencing Date	Ending Date
<u>1 day</u>	<u>June 14, 2011</u>	<u>June 14, 2011</u>

3) **Use of Premises.** The LESSEE shall use and occupy the Leased Premises for the following purpose:

To host a fundraising event for the Saint Paul Fire Foundation
and for no other purpose without the prior written consent of LESSOR.

The public purpose of this event is for the non-profit Saint Paul Fire Foundation to raise money to support firefighter safety and education.

If any alcoholic beverages are served on LESSOR’s Leased Premises under this Lease Agreement, the liquor vendor providing and/or serving alcoholic beverages must be licensed and have liquor liability insurance pursuant to State of Minnesota licensing requirements. The LESSEE must provide proof to the LESSOR of the liquor vendor’s license and required liquor liability insurance before LESSEE has entry right to the Leased Premises.

Alcoholic beverage shall only be provided or served by the licensed Liquor vendor.

- 4) **Rent.** Rent shall consist of Basic Rent and such Additional Rent as may apply. LESSEE shall pay all rent in advance, on the first day of the term of the lease and on the first day of each payment period thereafter as indicated in the Payment Schedule below:

a) **Basic Rent**

Total Basic Rent During Lease Term	Payment Schedule		
	(Payment Period	Commencing Date	\$ per Period)
\$1.00		June 14, 2011	\$1.00

LESSEE shall make all payments of Rent to LESSOR at the following address:

The applicable account number for City Finance Accounting Code is:

All Rent shall be payable on the date certain provided herein, or if no date certain is provided, within 30 days of the billing date. The LESSOR shall charge interest of 1.5% per month on any Basic or Additional 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.** All policies shall be written on an occurrence basis or as acceptable to the LESSOR. Certificate of insurance must indicated if the policy is issued on a claims-made or occurrence basis. Agent must state on the certificate if company carries errors and omissions coverage.
- a) LESSEE must have insurance to meet the below requirements.
1. WORKERS' COMPENSATION INSURANCE with coverage no less than the statutory limits and EMPLOYERS LIABILITY INSURANCE with limits of not less than \$500,000 per disease, \$500,000 per person, \$500,000 policy.

2. COMPREHENSIVE GENERAL LIABILITY INSURANCE including blanket contractual liability coverage and personal liability coverage with a combined single limit of not less than: \$2,000,000 PER OCCURRENCE.

Such insurance shall: (1) name both the Saint Paul Fire Department and the City of Saint Paul, Minnesota, their elected and appointed officers, employees and agents as additional insureds; (2) be primary with respect to City's insurance or self-insurance program; (3) contain a standard cross liability endorsement; (4) not exclude explosion, collapse, and underground property damage; and (5) be written on an "Occurrence" Form policy basis.

With respect to property losses not covered by insurance, it shall be the responsibility of LESSEE to pay all costs to repair or replace damaged property with like kind and within a reasonable time.

- b) Insurance limits shall be subject to the tort claims liability limits as set forth in chapter 466 of Minnesota Statutes.
- c) Waiver of Subrogation. LESSOR waives its right of subrogation for damage to the Leased Premises, contents therein, loss of use thereof, and/or loss of income, up to the amount of insurance proceeds collected. LESSEE waives its right of subrogation for damage to property in the Leased Premises, loss of use thereof, loss of income and/or accounts receivable, up to the amount of their respective insurance proceeds collected. The parties shall notify their respective insurance companies, in writing, of the provisions of this paragraph; and, if either cannot waive its subrogation rights, such party shall immediately notify the other party, in writing.
- d) The LESSEE may not commence any training sessions until Certificate of Insurance covering all of the insurance required for this project is approved and the Project Manager has issued a notice to proceed. Insurance must remain in place for the duration of the original contract and any extension periods.
- e) The LESSOR reserves the right to review LESSEE's insurance policies at any time to verify that LESSOR's requirements have been met.
- f) Nothing shall preclude the LESSOR from requiring LESSEE to purchase and provide evidence of additional insurance if the scope of services change, if the amount of the contract is significantly increased, or if the exposure to the LESSOR or its citizens is deemed to have increased.
- g) 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.
- h) Nothing in this contract shall constitute a waiver by the LESSOR of any statutory limits or exceptions on liability.
- i) LESSEE shall place the insurance with responsible insurance companies authorized and

licensed to do business in the State of Minnesota and approved by LESSOR, and shall deliver copies of the policies to LESSOR, if a reasonable reason exists to review such policies and only once notice has been provided to review such policies.

- 7) **Cancellation or Termination.** This lease shall be subject to cancellation and termination by LESSOR at any time during the term hereof by giving the LESSEE notice in writing at ninety (90) days, (thirty (30) days for leases with a term of one (1) year or less or any month-to-month tenancies) prior to the date when such termination shall become effective. In the event of such termination, and on the effective date of such termination, LESSOR shall return any unearned rental paid by the LESSEE without interest.
- 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, 25 W. 4th St., 1000 City Hall Annex, 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, Repairs and Cleanup.** LESSEE shall, at its own cost and expense, be responsible for all repairs, maintenance, upkeep and cleanup of the Leased Premises as a result of their usage, 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. The foregoing obligations shall bind the LESSEE regardless of the cause of the damage or condition necessitating the repair or maintenance.

LESSEE shall be responsible for any and all required cleanup required as a result of this usage. LESSEE will clean the training facilities to the satisfaction of LESSOR including the removal of all debris.

- 11) **Payments in Case of Default.** LESSEE shall pay LESSOR all costs and expenses, including reasonable attorney's fees in any action brought by LESSOR to recover any rent due and unpaid hereunder, or for the breach or default of any of the covenants or agreements contained in this Lease, or to recover possession of said property, whether such action progresses to judgment or not.
- 12) **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, as long as the claims, demands actions or causes of actions are not negligently caused by the conduct of the LESSOR. It is fully understood and agreed that LESSEE is aware of the conditions of the Leased Premises and leases the same "as is."

- 13) **Pollution and Contaminants.** LESSEE agrees to comply with all ordinances, laws, rules and regulations enacted by any governmental body or agency relating to the control, abatement or emission of air and water contaminants and the disposal of refuse, solid wastes or liquid wastes.

LESSEE shall bear all costs and expenses arising from compliance with said ordinances, laws, rules, or regulations and shall indemnify, defend, save and hold harmless LESSOR from all liability, including without limitation, fines, forfeitures, and penalties arising from the failure by LESSEE to comply with such ordinances, laws, rules or regulations. LESSOR has the right to perform cleanup and charge the LESSEE as Additional Rent for such costs should the LESSEE fail to comply.

- 14) **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 federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to LESSEE's use of the Leased Premises under this Agreement, including but not limited to, the control, abatement or emission of air and water contaminants and /or disposal of refuse, solids wastes or liquid wastes. It shall be the obligation of LESSEE to apply for, pay for, and obtain all permits and/or licenses required. 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.

- 15) **Non-Discrimination.** The LESSEE for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby agree that

- a) no person, on the ground of race, color, national origin, religion, sex, family status, disability, receipt of public assistance, sexual orientation, marital status, creed or age 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 use of the leased and the furnishing training and services thereon, no discrimination shall be practiced;
- c) that such discrimination shall not be practiced in its access in and use of the Leased Premises and services; 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.

- 16) **Assignment.** LESSEE shall not assign the services and rights under this Agreement.

17) **Events of Default.** The occurrence of any of the following events during the term of this Lease shall constitute an event of default by the LESSEE:

- a) LESSEE makes any assignment for the benefit of third parties;
- b) the failure by LESSEE to timely pay Basic Rent or Additional Rent as required by this Lease;
- c) the failure by LESSEE to observe and perform any condition or agreement on its part to be observed or performed as required by this Lease; or

It is an express covenant and agreement of LESSOR and LESSEE that LESSOR may, at its election, terminate this Lease in the event of the occurrence of any of the events described in this paragraph by giving not less than ten days' written notice to LESSEE; and when so terminated. This Lease and its Leased Premises shall not be treated as an asset of LESSEE. It is further expressly understood and agreed that LESSOR shall be entitled upon such reentry, notwithstanding any other provision of this Lease, to exercise such rights and remedies as are provided in Paragraph (18) of this Lease.

18) **Default Remedies.** In the event an Event of Default occurs under paragraph (19) of this Lease, LESSOR may exercise any one or more of the following remedies:

- a) reenter and take possession of the Premises without termination of this Lease;
- b) terminate this lease, exclude LESSEE from possession of the Premises;
- c) exclude LESSEE from possession of the Premises;
- d) exercise any remedies available to it under law;
- e) take whatever action at law or in equity may appear necessary or appropriate to collect rent; and
- f) in exercising any of its remedies set forth in this Section, the LESSOR may, whether or not the Lease is then in effect, hold the LESSEE liable for the difference between the payments and other costs for which the LESSEE is responsible under this Lease.

No remedy herein conferred upon or reserved to LESSOR is intended to be exclusive of any other available remedy or remedies, but each such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or thereafter existing at law or in equity by statute. No delay or omission to exercise any such right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the LESSOR to exercise any remedy reserved to it in this Provision, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

19) **Default of Payment.** LESSEE agrees that, should it default on any payment owing and due to be

paid to LESSOR as provided in this Agreement, including but not limited to Rent, then the remaining unpaid balance shall, at the option of the LESSOR, immediately become due. Said LESSEE further agrees that the LESSOR may, at its option and without notice to LESSEE, enter judgment against LESSEE in Ramsey County District Court for the amount of the unpaid balance. And LESSEE does hereby confess judgment in the amount of the unpaid balance due upon default, and does authorize the LESSOR to enter judgment as provided above. LESSEE does hereby agree that the LESSOR, at its option, may enter a judgment, at any time within one year of the time the last payment shall have come due, for the full amount of the unpaid balance due pursuant to the confession of judgment provided herein.

- 20) **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 and such alterations shall be done by the LESSEE at its own expense. 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.
- 21) **Amended.** Anything herein contained to the contrary notwithstanding, this Lease may be terminated, and the provisions of this Lease may be, in writing, amended by mutual consent of the parties hereto.

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

LESSOR:

Mayor

City Clerk

Director – Office of Financial Services

Department Director

City Attorney (Form Approval)

LESSEE:

Its

Its

Its