

(File Name: _____)

Revised 03112011

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

LEASE NO. _____

DATE: January 1, 2011

LESSOR: CITY OF SAINT PAUL

DEPARTMENT OF PARKS AND RECREATION

LESSEE: USA Weightlifting, Twin City Barbell, Inc.

1675 Fifth St. East

St. Paul, MN 55106

CITY OF SAINT PAUL



LEASE AGREEMENT

- 1) **Leased Premises.** The LESSOR, in consideration of the payment of the Basic Rent and Additional 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: Eastview Recreation Center, 1675 5th St. E., St. Paul, MN 55106, and consists of 1632 square feet of space described as the west half of the gymnasium. LESSEE understands that the office, craft room, kitchen and garage are shared space and LESSEE does not have exclusive use of said space.

- 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 year</u>	<u>January 1, 2011</u>	<u>December 31, 2011</u>

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

To conduct an Olympic style weightlifting training and instruction program, and for no other purpose without the written consent of the LESSOR; exclusive use of Leased Premises by LESSEE shall be during the hours set by the LESSEE. LESSOR shall provide staff to supervise the game room during the school year Monday through Friday for three hours in the afternoon. In the event that LESSOR is unable to staff the room on any given day, LESSEE may choose to open and supervise the game room. LESSEE understands that when LESSOR staff is not scheduled at the building the building is the responsibility of the LESSEE's. LESSEE shall name two individuals who will be issued keys necessary to enter and secure the building said individuals are required to pass a criminal background check, and keys may not be transferred or used by other employees without advance permission in writing from the City.

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)
<u>\$3,600:00</u>	<u>Monthly</u>	<u>January 1, 2011</u>	<u>\$300.00</u>

LESSEE shall make all payments of Basic Rent to LESSOR at the following address:
St. Paul Parks and Recreation, Accounting, 25 4th St. West, 400 CHA, St. Paul, MN 55102

The applicable account number for City Finance Accounting Code is:
23183

All Basic and Additional 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) **Taxes.** LESSEE shall be responsible for and pay all taxes and assessments against the Leased Premises, except that LESSEE may at its own expense contest and challenge the imposition or amount of any such tax or assessment as prescribed by law; provided, however, that in the event this Lease is terminated by either party, LESSOR may at its option require the LESSEE to pay such contested taxes pending appeal, to place in escrow a sum sufficient to pay said taxes, or take other action that will remove said contested taxes as an encumbrance to title or as an exception to the transferability of marketable title to the Leased Premises.

6) **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.

7) **Insurance.**

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

i) **FIRE AND ALL RISK INSURANCE,** on the lease premises shall be purchased by the LESSOR; the LESSEE shall pay, as Additional Rent, the

premium for said insurance in the amount of \$23.44 per year (\$.08/sf), due on the commencing date of this lease and on the anniversary date of the lease each subsequent year and in the event of a claim, any deductible. 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 LESSEE, 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 during the term of this lease the following coverage:
- i) The LESSEE shall be responsible for the self insurance of, or the acquisition of Commercial Property Insurance on its personal property.
 - ii) COMMERCIAL GENERAL 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, \$3,000,000 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) not exclude explosion, collapse and underground property damage; (d) be written on an "Occurrence Form" policy basis; and (e) not contain an "aggregate" policy limit unless specifically approved in writing by LESSOR.
 - iii) AUTOMOBILE LIABILITY INSURANCE with minimum limits of \$1,000,000 combined single limit and \$2,000,000 aggregate, covering hired, non-owned and owned automobiles.
 - iv) WORKERS' COMPENSATION INSURANCE with not less than statutory minimum limits; and EMPLOYERS' LIABILITY INSURANCE with minimum limits of at least \$100,000 per accident and with an all states endorsement.
 - v) The LESSEE shall supply to LESSOR current insurance certificates for policies required in Paragraph (7). The said certificates shall certify whether or not the agent has errors and omissions insurance coverage.
 - vi) 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.
 - vii) Nothing in this contract shall constitute a waiver by the LESSOR of any statutory limits or exceptions on liability.

- viii) 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 on the date of LESSEE'S execution of this agreement. The policies required in paragraph (7) shall be endorsed to indicate that the insurer shall give the LESSOR notice of any changes or cancellation per the terms of the policy.
 - ix) 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 Building, 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.
- 8) **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.
- 9) **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.
- 10) **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.

- 11) **Maintenance and Repair** LESSEE shall be responsible, at its own expense, for repairs and maintenance if the caused damage or condition necessitating the repairs or maintenance is caused by LESSEE or by participants in any LESSEE sponsored activities. Routine maintenance such as general building cleaning restroom cleaning and trash removal shall be performed, to the best of their ability, by "Circle of Peace", volunteers or LESSOR staff. When possible, efforts will be made to complete these tasks prior to the start of LESSEE day. LESSEE may need to help with general building cleaning from time to time and during specific special events. At the end of LESSEE day, LESSEE shall be responsible for storing LESSEE items securely and general cleaning of leased premises.
- 12) **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.
- 13) **Surrender of Premises.** The LESSEE, at the expiration of said term, or any sooner termination of this lease, shall quit peacefully and surrender possession of said property and its tenant buildouts and trade fixtures to LESSOR in as good order and condition as the property was delivered to the LESSEE. LESSOR reserves the right to accept tenant buildouts and trade fixtures, or LESSEE must remove them.
- 14) **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. It is fully understood and agreed that LESSEE is aware of the conditions of the Leased Premises and leases the same "as is."
- 15) **Holdover.** Any holdover after the expiration of the term of this Lease shall be allowed only after receiving the written consent of the LESSOR. Said tenancy shall be deemed to be a tenancy only from month-to-month. All other terms and conditions of this Lease shall be applicable.
- 16) **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.

- 17) **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.
- 18) **Destruction.** In the event of damage to or destruction of the Leased Premises or in the event the premises becomes untenable or unfit for occupancy due to such damage during the term of this Lease, LESSOR may at its option:
- a) terminate the lease upon fifteen (15) days' written notice to LESSEE; or
 - b) within fifteen (15) days agree to restore the premises within a reasonable time period following the casualty, charging the costs in excess of the insurance proceeds, if any, to the LESSEE as Additional Rent; or
 - c) may direct that LESSEE promptly restore the Leased Premises to substantially the condition existing immediately prior to such damage or destruction, and for that purpose, if such damage or destruction was caused by perils insured against the LESSOR shall make available to LESSEE pro-rata, as work progresses, the net proceeds of such insurance. If such proceeds are insufficient to pay the entire cost thereof, LESSEE agrees to pay as Additional Rent, a lump sum payment (or in a form agreed upon by the LESSOR) equal to the remainder of such cost.

The Basic Rents to be paid during the restoration period shall be abated in proportion to the percentage of loss and impairment of the use of the Leased Premises as determined by the LESSOR, times the number of days of loss or impairment.

- 19) **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) the filing of a petition to have LESSEE adjudicated bankrupt or a petition for reorganization or arrangement under any laws of the United States relating to bankruptcy filed by LESSEE;
 - b) in the event a petition to have LESSEE adjudicated bankrupt is filed against LESSEE, the failure to dismiss such petition within ninety (90) days from the date of such filing;
 - c) the assets of LESSEE or of the business conducted by LESSEE on the Leased Premises be assumed by any trustee or other person pursuant to any judicial proceedings;
 - d) LESSEE makes any assignment for the benefit of creditors;

- e) the failure by LESSEE to timely pay Basic Rent or Additional Rent as required by this Lease;
- f) the failure by LESSEE to observe and perform any covenant, condition or agreement on its part to be observed or performed as required by this Lease; or
- g) the failure by LESSEE or its surety to discharge, satisfy or release any lien or lien statement filed or recorded against the Leased Premises within sixty days after the date of such filing or recording, whichever date is earlier.

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 or in paragraph (22) relating to liens by giving not less than ten days' written notice to LESSEE; and when so terminated, LESSOR may reenter the Leased Premises. This Lease and its Leased Premises shall not be treated as an asset of LESSEE'S estate. 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 (24) of this Lease.

20) **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.

21) **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 of race, sex, color, creed, religion, age, disability, marital status, familial status, status with respect to public assistance, national origin, sexual or affectional orientation or ancestry 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.
- 22) **Liens.** The LESSEE shall not permit mechanic's liens or other liens to be filed or established or to remain against the Leased Premises for labor, materials or services furnished in connection with any additions, modifications, improvements, repairs, renewals or replacements made to the Leased Premises, or for any other reason; provided that if the LESSEE shall first notify the LESSOR of its intention to do so and shall deposit in escrow with the LESSOR a sum of money or a bond or irrevocable letter of credit acceptable to the LESSOR equal to the amount of the claim of lien, LESSEE may in good faith contest any such claims or mechanic's or other liens filed or established and in such event may permit the items contested to remain undischarged and unsatisfied during the period of such contest. If, in the opinion of the LESSOR, the nonpayment of any such items subjects the Leased Premises to any loss or forfeiture, the LESSOR may require the LESSEE to use the escrow account to promptly pay all such unpaid items and if LESSEE fails to pay from the escrow account, the LESSOR may pay and charge the LESSEE as Additional Rent.
- 23) **Eminent Domain.** In the event the entire Leased Premises are taken by eminent domain, or such portion thereof is so taken that in LESSEE'S reasonable judgment it is uneconomic thereafter to restore the Leased Premises and proceed under the terms and provisions of this Lease, LESSEE may terminate this Lease by giving to LESSOR thirty days' written notice of termination, effective as of the date on which the condemning authority acquires legal title or physical possession of the Leased Premises. LESSEE hereby waives and releases any claim to or share in the Award of Compensation for the taking, notwithstanding any other provision of law, this Lease or any other agreement. LESSEE may to the extent otherwise permitted in the eminent domain proceeding, remove its own trade fixtures at its own expense.
- 24) **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, and use its best efforts to ease the Premises to or enter into an agreement with another person for the account of LESSEE;
 - b) terminate this lease, exclude LESSEE from possession of the Premises, and use its best efforts to lease the Premises to or enter into an agreement with another in accordance with applicable law;
 - c) exclude LESSEE from possession of the Premises, with or without terminating this Lease and operate the Premises itself;
 - d) terminate the Lease, exclude LESSEE from possession of the Leased Premises, sell all or any part of the Premises at the best price obtainable (provided such sale is

permitted by applicable law,) such sale to be on such terms and conditions as the LESSOR, in its sole discretion, shall determine and apply the proceeds of such sale less any expenses thereof for the account of the LESSEE.

- e) exercise any remedies available to it under the Minnesota Uniform Commercial Code;
- f) take whatever action at law or in equity may appear necessary or appropriate to collect the Basic Rent and Additional Rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the LESSEE under this Lease.
- g) 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.

25) **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 Basic Rent and Additional 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.

26) **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.

- 27) **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.

- 28) **Security.** The LESSEE shall a separate key for the leased premise room(s) and for the building exterior access. LESSOR and LESSEE shall determine the number of keys and access cards. In the event a card or key is lost or stolen LESSEE shall pay LESSOR the cost of replacement.

- 29) **Premises' Furnishings.** Premises' are rented unfurnished with the exception of the use of _____ which shall remain during the lease term.

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: TWIN CITY BARBELL INC.
ROGER SADECKI

Roger Sadecki

Its *President*

Its

Its

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

NDAVEY

DATE (MM/DD/YYYY) 5/20/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: K & K Insurance Group, Inc. CONTACT NAME: SPORTS UNDERWRITING. INSURED: USA WEIGHTLIFTING, INC. INSURER A: NATIONAL CASUALTY COMPANY. NAIC #: 11991.

COVERAGES CERTIFICATE NUMBER: 1605871 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) EVENT: TWIN CITY BARBELL CLUB WEIGHTLIFTING TRAINING DATE: 05/20/11-01/01/12 LOCATION: FRONT COMMUNITY RECREATION CENTER *CERTIFICATE HOLDER IS AN ADDITIONAL INSURED AS RESPECT TO THE LIABILITY ARISING FROM THE NAMED INSURED

CERTIFICATE HOLDER CITY OF SAINT PAUL C/O FRONT COMMUNITY RECREATION CTR 485 STINSON STREET SAINT PAUL, MN 55117

CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Scott Furbush

Certificate of Compliance Minnesota Workers' Compensation Law

PRINT IN INK or TYPE.

Minnesota Statutes, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in any activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Chapter 176. The required workers' compensation insurance information is the name of the insurance company, the policy number, and the dates of coverage, or the permit to self-insure. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

BUSINESS NAME (Individual name only if no company name used) <i>TWIN CITY BARBELL INC.</i>	LICENSE OR PERMIT NO (if applicable) -
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DBA (doing business as name) (if applicable)

BUSINESS ADDRESS (PO Box must include street address) <i>1675 Fifth Street East</i>	CITY <i>ST. Paul</i>	STATE <i>MN</i>	ZIP CODE <i>55106</i>
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YOUR LICENSE OR CERTIFICATE WILL NOT BE ISSUED WITHOUT THE FOLLOWING INFORMATION. You must complete number 1, 2 or 3 below.

NUMBER 1 COMPLETE THIS PORTION IF YOU ARE INSURED:

INSURANCE COMPANY NAME (not the insurance agent)		
WORKERS' COMPENSATION INSURANCE POLICY NO.	EFFECTIVE DATE	EXPIRATION DATE

NUMBER 2 COMPLETE THIS PORTION IF SELF-INSURED:

I have attached a copy of the permit to self-insure.

NUMBER 3 COMPLETE THIS PORTION IF EXEMPT:

I am not required to have workers' compensation insurance coverage because:

- I have no employees.
- I have employees but they are not covered by the workers' compensation law. (See Minn. Stat. § 176.041 for a list of excluded employees.) Explain why your employees are not covered: _____

Other: _____

ALL APPLICANTS COMPLETE THIS PORTION:

I certify that the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify that I am authorized to sign on behalf of the business.

APPLICANT SIGNATURE (mandatory) <i>Roger Salechi</i>	TITLE <i>President</i>	DATE <i>4-15-11</i>
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NOTE: If your Workers' Compensation policy is cancelled within the license or permit period, you must notify the agency who issued the license or permit by resubmitting this form. This material can be made available in different forms, such as large print, Braille or on a tape. To request, call 1-800-342-5354 (DIAL-DLI) Voice or TDD (651) 297-4198.