

West Seventh Community Center, Inc.

265 Oneida Street
Saint Paul, MN. 55102-2883

SPACE USE AGREEMENT

This Space Use Agreement (“Agreement”) entered into this _____ day of _____, 2011, by and between the **West Seventh Community Center, Inc.** (“Administrator”) and the **Saint Paul Public Libraries, City of Saint Paul**, (“Renter”).

WITNESSETH:

That said Administrator, in consideration of the covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, hereby agrees with Renter as follows:

(1) Administrator hereby leases to Renter, for the period from January 1, 2012 through December 31, 2014, space in the West Seventh Community Center (“Center”), located at 265 Oneida Street, Saint Paul, Minnesota, containing 1,371 square feet, as shown on Exhibit “A” attached hereto (the “Premises”), for the sum of:

- \$13,710.00, payable in equal monthly installments of \$1,142.50, due on or by the first working day of each month, commencing January 1, 2012 through December 31, 2012.
- \$14,395.50, payable in equal monthly installments of \$1,199.62, due on or by the first working day of each month, commencing January 1, 2013 through December 31, 2013.
- \$15,081.00, payable in equal monthly installments of \$1,256.75, due on or by the first working day of each month, commencing January 1, 2014 through December 31, 2014.
- Administrator may increase the sum charged to Renter during the duration of this Agreement only to the extent that Administrator increases rent to each of the Center’s renters as a result of increased operating costs. Such increase to Renter shall become effective after Administrator has given Renter sixty (60) days written notice.

(2) Administrator shall provide maintenance and utilities (except telephone service, which shall be billed separately), and grants to Renter the use of spaces in the Center designated for common use, such use to be approved and scheduled first with Administrator. Renter agrees to use the Premises for the following purpose(s):

OPERATION OF A PUBLIC LIBRARY BRANCH

Subject to written and posted policy which may from time to time be established by Administrator.

- (3) Renter shall provide all furnishings and equipment necessary to operate its services. Renter shall not incur any further or add additional expense with respect to the Premises unless specifically authorized by Administrator in writing.
- (4) Renter agrees that its staff shall cooperate with Administrator and other tenants and personnel of the Center to the end that an integrated program will emanate from the Center.
- (5) Renter agrees to furnish Administrator with such statistics and non-confidential information as Administrator may require for determining the use being made by Renter of the Center and the effectiveness of programs emanating from the Center.
- (6) Renter agrees not to post in the Center any signs, pictures, advertisements, banners or decorations of any kind deemed offensive by Administrator's executive director.
- (7) Renter agrees to keep the Premises in an orderly, clean and sanitary condition; shall not permit to be done therein anything in a manner constituting a nuisance or any kind (nuisance shall mean a substantial and unreasonable interference with another person's use or enjoyment of the Center); shall not permit to be done therein anything in violation of the laws, regulations or ordinances of any governmental body applicable thereto; and shall not make any structural alterations, additions, changes or improvements therein without the prior consent of Administrator. Administrator shall make all necessary repairs except those caused by the negligence of Renter.
- (8) Renter shall not assign this Agreement and shall not sublet the Premises or any part thereof, except as agreed to in writing by Administrator.
- (9) In the event that the Premises becomes untenable or unfit for occupancy in whole or in part due to the total or partial destruction of the Center by fire or casualty, this Agreement shall remain in full force and effect, with the understanding that (1) if the Premises are totally destroyed and Administrator shall fail within thirty (30) days thereafter to agree in writing to restore the same within ninety (90) days, this Agreement may be terminated by either party by notice to the other in writing; and no rent shall be owing by Renter during such period of restoration; and (2) if the Premises are partially destroyed, the rent shall be reduced in the proportion that the square footage rendered untenable bears to the whole of the original leased Premises, for so long as said square footage remains untenable.
- (10) Administrator and Renter shall release each other from all liability or responsibility to the other or anyone claiming through each by subrogation or otherwise for any loss or damage to the property caused by fire or any of the extended coverages, even if such fire or other event has been caused by the fault or negligence of the other party, its directors, employees or agents.
- (11) Renter agrees that Administrator may, at all reasonable times, enter the leased Premises to inspect the same or to make repairs therein.

(12) Renter shall be bound by all existing or future agreements related to the Premises between Administrator and the City of Saint Paul; provided, however, that Administrator agrees to give notice to Renter of any violation of such policies.

(13) This Agreement shall be terminated, at the election of Administrator, upon the default of Renter. Each of the following events shall constitute a default or breach of this Agreement by Renter: (1) if Renter shall fail to pay Administrator any rent when rent shall become due and shall not make necessary arrangements for delayed payment with just cause; (2) if Renter shall fail to perform or comply with any of the conditions of this Agreement, and if the non-performance shall continue for a period of three (3) working days after notice thereof by Administrator to Renter, or if the performance cannot be had within the three day period, Renter shall not in good faith have commenced performance within the three day period and shall not diligently proceed to completion of performance; and (3) if Renter shall vacate or abandon the Premises.

(14) Renter shall give Administrator notice of its desire to occupy the Premises for an additional term sixty (60) days prior to the expiration of the term of the existing Agreement.

(15) This Agreement may be terminated by Renter only upon sixty (60) days written notice to Administrator.

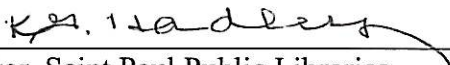
(16) Changes in the terms of the Agreement may be made only by written amendment signed by both parties.

(17) The West Seventh Community Center is a smoke-free facility. Renter agrees to abide by this policy.

(18) Renter agrees to abide by the Non-Violence and Non-Harassment Policies of the West Seventh Community Center, which are attached hereto.

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

CITY OF SAINT PAUL ("Renter")



Director, Saint Paul Public Libraries

Date: 12 / 9 / 11

City Attorney (Form Approval)

Date: _____

WEST SEVENTH COMMUNITY CENTER, INC. ("Administrator")



Executive Director

Date: 12 / 8 / 11

CITY OF SAINT PAUL (“Renter”)

Mayor or Deputy Mayor

Date: _____

Director of Finance

Date: _____

City Clerk

Date: _____

