



**MUTUAL AGREEMENT
BETWEEN GREGORY K. MILLER (OWNER OF PROPERTY)
AND
MODEL CITIES HEALTH CENTER, INC.**

AGREEMENT, made this 10th day of August 2001, by and between Model Cities Health Center, Inc. (the "Clinic"), and Gregory K. Miller (the Owner).

WHEREAS, the Clinic is a federal qualified health center organized for the purpose of rendering health care services;

WHEREAS, Gregory K. Miller owns the property at 1159 Central Avenue, St. Paul, MN.

WHEREAS, the Clinic desires to utilize a portion of 1159 Central Avenue, St. Paul, MN for the sole purpose of setting two seven feet by eight feet BFI dumpsters.

WHEREAS, the parties desires to establish the terms and conditions under which the Gregory K. Miller agrees to allow the Clinic to employ portion of his property at 1159 Central Avenue, St. Paul, MN.

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants contained herein, the parties agree as follows:

1. **EFFECTIVE DATE OF TERM:** The Clinic shall set two seven by eight feet BFI dumpsters on Gregory K. Miller's property at 1159 Central Avenue, St. Paul, MN for a term commencing on **August 13, 2001**, and ending **Perpetual**, unless this Agreement is sooner terminated as provided herein.
2. **DESCRIPTION OF SERVICE:** The Clinic shall set two seven by eight BFI dumpsters on Mr. Gregory K. Miller's property at 1159 Central Avenue, St. Paul, MN for the sole purpose of temporally daily storing garbage collected from the Clinic. Such garbage shall include ordinary and daily garbage common to hospital and or clinic environment. Such garbage shall not include hazardous materials, battery, tires, and chemical materials. As of this date, the Clinic shall utilize the dumpsters as often as its garbage needs requires. The garbage shall be tied neatly and put into the dumpsters as such that the dumpsters lib close tightly at all times. The Clinic shall maintain the dumpsters surrounding clean of debris at all times.
3. **COMPENSATION:** For and as Gregory K. Miller's compensation for utilizing his property at 1159 Central Avenue, St. Paul, MN., Mr. Gregory K. Miller or his tenants at 1159 Central Avenue, St. Paul, MN shall utilize the two seven by eight feet BFI dumpsters for their garbage disposer need. Such garbage shall not include any hazardous materials, battery, tires, oil wastes, and chemical wastes. Gregory K. Miller shall ensure that any

one utilizing the dumpsters shall put all garbage in a regular garbage bag, tie the bag tightly and place the bag into the dumpsters such that the dumpsters lib close. The parties further agree that no money shall exchange hands from either parties to facilitate or maintain this agreement.

4. TERMINATION OF AGREEMENT: This Agreement shall terminate:

- a. Upon sixty (60) days written notice by Gregory K. Miller or the Clinic;
- b. Automatically upon the sale or transfer of ownership of the Clinic; or

5. ENTIRE AGREEMENT:

- a. This Agreement constitutes the entire agreement the Clinic and the Owner and contains all of the agreements between the parties with respect to the subject matter hereof, superseding all other such agreements, whether oral or written, between the parties.
- b. No modification of this Agreement shall be valid unless it is writing and signed by both Owner and Clinic. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the person or party to be charged.
- c. This Agreement and the rights of the parties shall be governed by and construed and enforced in accordance with the laws of Minnesota, and any legal action related thereto shall be brought in small fee court located in the State of Minnesota.

IN WITNESS WHEREOF, the Clinic has caused this Agreement to be signed by its duly authorized officer, and the Owner has hereunto set his hand the day and year first above written.

CLINIC:

OWNER:

MODEL CITIES HEALTH CENTER, INC.

By: _____

Its Operations' Director

Gregory K. Miller,

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