



STORAGE LICENSE

Minnesota State Fair
1265 North Snelling Avenue
St. Paul, MN 55108-3099
(651) 288-4400
License Number: 6202

THIS LICENSE is offered the 18 day of August, 2016, by the Minnesota State Agricultural Society (hereinafter "Society"), to **City of Saint Paul- Parks & Recreation, 400 City Hall Annex, 25 W 4th Street, Saint Paul, MN 55102** (hereinafter "Licensee").

WITNESSETH:

In consideration of the fee(s) hereinafter specified to be paid by Licensee and the covenants and agreements herein contained, Society hereby grants to Licensee permission to enter Society's property described below, located on the Minnesota State Fairgrounds, for the purpose described herein. The granting of such permission does not constitute a lease, or confer to Licensee any title, interest, ownership or estate in such premises.

1. Premises Description and Location: **Education Building, or other site deemed appropriate by Society.**
2. Term of License: November 1, 2016 through April 1, 2017
3. Fee(s): Licensee agrees to pay Society a fee of **Three thousand three hundred ninety-six dollars (\$3,396.00)** for use of the above-described premises which is due on **September 23, 2016.**

Payments should be to: Minnesota State Agricultural Society

Remit to: Events Department
 Minnesota State Fair
 1265 North Snelling Ave.
 St. Paul, MN 55108-3099

4. Use of Premises: Licensee may use the premises for the following purpose(s) only: **Storage of golf carts, four beverage cars and two sailboats.** It will be the sole responsibility of Licensee to comply with all applicable laws, regulations or ordinances imposed by any jurisdiction governing use of the premises. Failure to comply will not relieve Licensee of the obligation to pay required fees.

5. **Utility and Service Charges:** This agreement is for storage only and does not include use of utilities; which will be billed separately along with any other service fees.
6. **Indemnification:** Licensee shall protect, defend, indemnify and save harmless the Society and its employees from and against any and all claims, demands and causes of action of any nature whatsoever for injury to or death of persons, or loss of or damage to property, occurring on the premises or in any manner growing out of or connected with Licensee's use and occupancy of the premises, unless such injury, death, loss or damage is caused in full or in part by the negligence of the Society or is deemed to be the sole responsibility of the Society because of its failure to supervise, inspect or control the operations of Licensee or otherwise discover or prevent actions or operations of the Licensee giving rise to liability to any person.
7. **Liability:** Licensee understands and agrees that Society assumes no liability for any loss, damage, vandalism, destruction, security or protection of Licensee's personal property which is placed in storage on the subject premises and is hereby released from such liability.
8. **Special Conditions:** Licensee is required to provide proof of comprehensive general liability insurance in the amount of no less than \$1,000,000 combined single limits per occurrence with a company, terms and conditions satisfactory to the Society naming the Society as an "additional insured." Licensee must also provide coverage for fire protection in a minimum amount of \$50,000 for any one occurrence.
9. **Right to Enter:** Society, the Society's contractors and utility companies shall have the absolute right to enter upon the premises at any time.
10. **Access:** Licensee may access the premises between the hours of 6:00 a.m. and 11:00 p.m., Monday through Sunday. Arrangement for access between the hours of 11:00 p.m. and 6:00 a.m. should be made with Society's Events staff at least 24 hours prior to requested entry.
11. **Subletting:** Licensee may not transfer, sublet or assign this license any interest in this agreement or the subject premises.
12. **Cancellation:** Licensee and Society have the right to cancel this license at any time by providing the other party with thirty (30) days written notice of said cancellation.
13. **Remedies:** If any fee(s) are due and unpaid or if Licensee defaults in any of the covenants or agreements on the part of Licensee contained in this license, the Society may, at any time after default, re-enter and take possession of the premises in a manner provided by law. Licensee will pay Society all costs and expenses, including reasonable attorney's fees, in any action brought by Society to recover any fee(s) due and unpaid hereunder, or for the breach of any of the covenants or agreements contained in this license, or to recover possession of the premises, whether or not such action progresses to judgment.
14. **Holding Over:** If Licensee holds over after the expiration of the term of this license with the consent of the Society, such tenancy shall be deemed to be only from month to month, subject otherwise to all of the terms and conditions of this license in so far as they are applicable.

15. Move Out: At the expiration or termination of this license, Licensee shall return any premises keys to the Society and shall leave the premises in the same condition as they received them, except for ordinary wear and tear.

16. Signatures:

LICENSEE: City of Saint Paul- Parks & Recreation

By: _____

Title: _____

MINNESOTA STATE AGRICULTURAL SOCIETY:

By:  _____

Emily Diedrick
Events & Group Hospitality Supervisor
Phone: (651) 288-4306
Fax: (651) 642-2440

Approved as to form:

Director, Office of Financial Services

Assistant City Attorney