

The Learning Jet, LLC

Facility Event Space Use Agreement

This Facility Event Space Use Agreement (“Agreement”) is made this day, _____, 2021, by and between The Learning Jet (hereinafter referred to as the “TLJ”), a nonprofit organization, and the St. Paul Police Department on behalf of the City of Saint Paul, Minnesota (hereinafter referred to as “SPPD”).

Whereas, the Metropolitan Airports Commission, hereinafter the “MAC”, is the owner of the real property and hangar at the St. Paul Downtown Airport (“Airport”) as shown on Exhibit A and located at 800 Bayfield Street, St. Paul, Minnesota;

Whereas, TLJ is the tenant under an Aviation Education Facility Lease Agreement with MAC and also a tenant under a Temporary Property Use Agreement with MAC for the premises as shown on Exhibit A, hereinafter the “Facility”);

Whereas, the SPPD desires to use the Facility as a staging area for one to three months.

Whereas, TLJ agrees to such use in consideration of certain payments and covenants herein enumerated; and

Now, therefore, the parties agree to the following terms and conditions:

1. The term of this Agreement shall be one month (Term”) commencing on _____, 2021, which Term shall be automatically renewed at the end of each month unless SPPD provides written notice to TLJ of nonrenewal seven days prior to expiration of the Term.
2. As and for the use of the facility, SPPD shall pay TLJ the sum of \$800/month on the first of each month beginning on _____, 2021. In the event that SPPD vacates the facility prior to the end of any month, TLJ shall be entitled to retain that entire month’s rent.
3. SPPD agrees to repair or reimburse TLP for the cost of repair for any damage to the Facility during the Term of this Agreement and shall clean and remove all personal property, trash, and other items left at the Facility by SPPD or their invitees. SPPD agrees to return the Facility to TLJ at the expiration of the Term in the same condition as existed prior to the Term.
4. SPPD shall indemnify, defend and hold harmless TLJ, members, officers, employees, agents and contractors from any claim, damage, loss or expense as a result of any actions on or about the Facility by the SPPD , or its agents, contractors, employees, subtenants, invitees or licensees or arising from, out of, or occasioned wholly or in part by any act or omission by SPPD, its agents, contractors, employees, subtenants, invitees or licensees, whether occurring or resulting in damage or injury within the Facility, the Common Areas. If the TLJ is made a party to any litigation commenced by or against SPPD, then SPPD shall indemnify, protect and hold TLJ harmless from all loss, damage and expenses arising out of such litigation. SPPD’s indemnification obligation shall survive the expiration or the

earlier termination of this Agreement. TLJ and TLJ’s agents and employees shall not be liable for, and SPPD waives all claims for, damage to person or property sustained by SPPD or any person claiming through SPPD resulting from any accident or occurrence in, upon or about the Facility and Property.

- 5. Any disputes arising under this Agreement shall be adjudicated in Ramsey County Conciliation or District Court, Minnesota.
- 6. The parties may sign this Use Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
- 7. The parties agree that the electronic signature of a party to this Use Agreement shall be valid as an original signature of such party and shall be effective to bind such party to this License. The parties further agree that any document (including this Use Agreement and any attachments or exhibits to this Use Agreement) containing or to which there is affixed, an electronic signature shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by an electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g. via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Use Agreement.

In witness of their understanding of and agreement to the terms and conditions herein contained, the parties affix their signatures below.

Date: _____

The City of Saint Paul, St. Paul Police Department

BY: _____

ITS: _____

Date: _____

The Learning Jet, Inc.

BY: _____

ITS: _____