



## STORAGE LICENSE

Minnesota State Fair  
1265 North Snelling Avenue  
St. Paul, MN 55108-3099  
(651) 288-4400  
License Number: 88

THIS LICENSE is made the 21<sup>st</sup> day of October, 2013, by and between the Minnesota State Agricultural Society (hereinafter "Society"), and **City of Saint Paul - Parks & Recreation, John Hall, 1100 North Hamline Ave., St. Paul, MN 55108** (hereinafter called "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. However, the granting of such permission does not constitute a lease, or confer on Licensee any title, interest, or estate in such premises.

1. Premises Description and Location: **Education Building** or other site deemed appropriate by Society.
2. Term of License: **11/1/2013 - 4/1/2014**
3. Fee(s): Licensee agrees to pay Society a fee of **Three thousand three hundred ninety-six dollars (\$3396.00)** for the use of the above described premises due on **11/8/2013**.

Make checks payable 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 will use the premises for the following purpose only: **Storage of golf cars, four beverage cars and two sail boats**. 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.
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 Licensee giving rise to liability to any person.
7. Right to Enter: Society, the Society's contractors and utility companies shall have the absolute right to enter upon the premises at anytime.
8. Liability: Licensee understands and agrees that Society assumes no liability for any loss, damage, vandalism, destruction, security or protection of property which is placed in storage on the subject premises and is hereby released from such liability.
9. Access: Licensee's access to the premises is available between the hours of 6:00 a.m. and 11:00 p.m., Monday through Sunday. Arrangement for access during the hours of 11:00 p.m. and 6:00 a.m. should be made with Society's Events Manager at least 24 hours prior to requested entry.
10. Subletting: Licensee shall not transfer or assign this license or sublet any interest in this agreement or the subject premises.
11. 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.
12. 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.
13. Holding Over: If Licensee holds over after the expiration of the term of this license with the consent of the Society, express or implied, 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.

14. Moving 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.

15. 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 limit per occurrence and with a company, terms and conditions satisfactory to Society as an "additional named insured" party.

16. Signatures:

LICENSEE,

By: \_\_\_\_\_

Title: \_\_\_\_\_

MINNESOTA STATE AGRICULTURAL SOCIETY

By:   
Maria Goodew  
Events Sales & Marketing Manager  
Phone: (651) 288-4310  
Fax: (651) 642-2440

Approved as to form  
Virginia Palmer  
Assistant City Atty