

Authority (C.F. or A.O.)

LEASE NO. _____

FINANCE DEPT. LEASE NO. _____ [Lease Number]

DATE: _____ [Date]

LESSOR: CITY OF SAINT PAUL
DEPARTMENT OF PARKS AND RECREATION

CITY
SAINT



OF
PAUL

LESSEE: Como Friends

**STANDARD LEASE
AGREEMENT**

- [1] **Leased Premises.** The LESSOR, in consideration of the payment of the Basic Rent and Additional Rent hereinafter specified to be paid by the LESSEE, and the covenants and agreements herein contained, does hereby lease, demise and let unto LESSEE the premises hereinafter referred to as the Leased Premises, whose address is: 1225 Estabrook Drive Saint Paul, MN 55103, and which is described as: the portions of the Zoological Building on the grounds of Como Park Zoo and Conservatory designated on Exhibit A, attached hereto and incorporated herein by reference.
- [2] **Term of Lease.** This lease shall be in effect for a term commencing and ending on the dates indicated below, unless terminated earlier by the LESSOR as provided herein.

Term	Commencing Date	Ending Date
<u>60 months</u>	<u>January 1, 2022</u>	<u>December 31, 2026</u>

- [3] **Use of Premises.** The LESSEE shall use and occupy the Leased Premises for the following purpose: a) administrative office space in the Zoological Building for up to 13 Como Friends staff, storage room and workspace designated on Exhibit A, b) designated storage space in the basement of the Zoological Building and c) non-exclusive use of common space such as bathrooms, meeting rooms, work rooms and a break room in the Zoological Building. Any future growth must be negotiated and may have cost implications to reconfigure existing spaces.
- [4] **Rent.** Rent shall consist of Basic Rent of \$1.00 per twelve month period and such Additional Rent as may apply. LESSEE shall pay all rent in advance for each twelve month period as indicated in the Payment Schedule below:

(A) **Basic Rent**

Total Basic Rent During Lease Term	Payment Schedule		
	(Payment Period	Commencing Date	\$ per Period)
\$5.00	Jan 1 – Dec 31	January 1, 2022	\$1.00

(B) **Additional Rent.** Additional Rent means all amounts, other than Basic Rent provided for in paragraph (4-A) above, that LESSEE shall be obligated to pay under this paragraph or other provisions of this Lease. Additional Rent shall include:

- (1) utility costs for telephone in the amount of \$300 per month, to be paid annually to the LESSOR at the end of each year;
- (2) utility costs for computers in the amount of \$100 per month, to be paid annually to the LESSOR at the end of each year;
- (3) property insurance premium and/or uninsured losses as set forth in paragraph (6) of this Lease.

LESSEE shall make all payments of Basic Rent and Additional Rent to LESSOR at the following address:

1225 Estabrook Drive, Saint Paul, MN 55103

All Basic and Additional Rent shall be payable on the date certain provided herein, or if no date certain is provided, within 30 days of the billing date. The Lessor shall charge interest of 1.5% per month on any Basic or Additional Rent remaining unpaid beyond the due date as herein provided.

[5] **Right of Entry.** At all times during the term of this lease, the LESSOR shall have the right, by itself, its agents and employees, to enter into and upon the Leased Premises during reasonable business hours or, in the event of an emergency, at any time for any legitimate purpose.

[6] **Insurance.**

(A) **LESSOR'S Insurance.** The LESSOR shall acquire and keep in effect during the term of this agreement the following coverages:

- (1) FIRE AND ALL RISK CASUALTY INSURANCE, on the Leased Premises shall

be purchased by the LESSOR. Said insurance shall name the City of Saint Paul as the insured. With respect to any loss of the LESSOR'S property not covered by insurance, it shall be the responsibility of the LESSOR, within a reasonable time, to pay all costs to repair or replace the damaged property with like kind, such reasonable time to be determined by the LESSOR. LESSEE shall be responsible for insurance of its own personal property.

(B) LESSEE'S Insurance. The LESSEE shall acquire and keep in effect during the term of this lease the following coverage:

- (1) The LESSEE shall be responsible for the self insurance of, or the acquisition of Commercial Property Insurance on, its personal property.
- (2) COMMERCIAL GENERAL OR PUBLIC LIABILITY INSURANCE including blanket contractual liability coverage, personal injury liability coverage and broad form property damage liability endorsement with a combined single limit of not less than \$1,500,000, per occurrence, \$2,000,000 aggregate, shall be purchased by the LESSEE. Such insurance shall: (a) name the City of Saint Paul as additional insured; (b) be primary with respect to LESSOR'S insurance or self-insurance; (c) include an all services, products or completed operations endorsement, (d) not exclude explosion, collapse and underground property damage; (e) be written on an Occurrence Form policy basis.
- (3) AUTOMOBILE LIABILITY INSURANCE
 - a. Commercial Vehicles. When commercial vehicles will be used in connection with a contract, these minimum coverage amounts are required:

Bodily Injury

\$750,000 per person

\$1,000,000 per accident

Property Damage

Not less than \$50,000 per accident

Coverage shall include: hired, non-owned and owned auto

b. Personal Vehicles. When personal vehicles are used in connection with a contract, the City is not required to be named as Additional Insureds, but proof of insurance is required prior to commencement of activities. Contractor must provide the Board and the City with Endorsements from insurance company.

Bodily Injury

\$30,000 per person

\$60,000 per accident

Property Damage

\$20,000 per accident

c. Rental Vehicles. When rental vehicles are used in connection with a contract, the Contractor shall either purchase insurance from the rental agency, or provide the City with proof of insurance as stated above.

- (4) WORKERS' COMPENSATION INSURANCE with not less than statutory minimum limits; and EMPLOYERS' LIABILITY INSURANCE with minimum bodily injury limits of at least \$100,000 per accident, \$100,000 per employee bodily injury by disease and maximum \$500,000 per disease, with an all states endorsement.
- (5) The LESSEE shall supply to LESSOR current insurance certificates for policies required in Paragraph (6). The said certificates shall certify whether or not the agent has errors and omissions insurance coverage.
- (6) The limits cited under each insurance requirement above establish minimums; and it is the sole responsibility of the LESSEE to purchase and maintain additional insurance that may be necessary in relation to this lease.
- (7) Nothing in this contract shall constitute a waiver by the LESSOR of any statutory limits or exceptions on liability.
- (8) LESSEE shall place the insurance with responsible insurance companies authorized and licensed to do business in the State of Minnesota, and shall deliver copies of

the certificates evidencing such insurance to LESSOR on the date of LESSEE'S execution of this agreement. The policies required in paragraph (6) shall be endorsed to indicate that the insurer cannot cancel or change the insurance without first giving the LESSOR 30 days' written notice.

[7] Cancellation or Termination.

(A) This lease shall be subject to cancellation and termination by LESSOR or LESSEE at any time during the term hereof by giving the other party notice in writing at 120 days, prior to the date when such termination shall become effective. **(B) Events of Default.** The occurrence of any of the following events during the term of this Lease shall constitute an event of default by LESSEE, and LESSOR may terminate the lease by giving written notice of the default together with a reasonable time to cure:

- 1 the filing of a petition to have LESSEE adjudicated bankrupt or a petition for reorganization or arrangement under any laws of the United States relating to bankruptcy filed by LESSEE unless such petition is dismissed within ninety (90) days from the date of such filing;
- 2 in the event a petition to have LESSEE adjudicated bankrupt is filed against LESSEE, the failure to dismiss such petition within ninety (90) days from the date of such filing;
- 3 the assets of LESSEE or of the business conducted by LESSEE on the Leased Premises be assumed by any trustee or other person pursuant to any judicial proceedings;
- 4 LESSEE makes any assignment for the benefit of creditors;
- 5 the failure by LESSEE to timely pay Basic Rent or Additional Rent as required;
- 6 the failure by LESSEE or LESSOR to observe and perform any covenant, condition or agreement on its part to be observed or performed as required by this Lease; or
- 7 the failure to maintain non-profit status.

[8] Notice. All notices herein provided to be given, or that may be given by either party to the other, shall be deemed to have been fully given when served personally on LESSOR or LESSEE, or when made in writing and deposited in the United States Mail, certified and postage prepaid, and addressed to the LESSEE at the address stated on page (1) and to the LESSOR at the Real Estate

Division, 1000 City Hall Annex , 25 W. Fourth Street Saint Paul, Minnesota 55102. The address to which the notice shall be mailed may be changed by written notice given by either party to the other. Nothing herein shall preclude the giving of such address change notice by personal service.

- [9] **Assignment and Subletting.** LESSEE shall not assign or sublet this Lease without the written consent of the LESSOR, which consent must be obtained prior to the execution of any agreement to sublease the Leased Premises.
- [10] **Maintenance and Repairs.** LESSOR shall be responsible for all repairs, maintenance and upkeep of the Leased Premises, including but not limited to the electrical systems, HVAC, plumbing and roof; emergency repairs of any kind; routine maintenance and repair to keep the Leased Premises in good repair, safe and in compliance with applicable fire, health, building and other life-safety codes; and all repairs and maintenance needed to keep the buildings or structures on the Leased Premises in good and tenantable condition.
- [11] **Indemnity.** The LESSEE agrees to defend and indemnify the City of Saint Paul and any agents, officers and employees thereof from all claims, demands, actions or causes of action of whatsoever nature or character, arising out of or by reason of the Lease of the herein described Leased Premises by the LESSOR to the LESSEE, or the use or condition of the Leased Premises or as a result of the operations or business activities taking place on the Leased Premises, except to the extent any injury or damage is the result of the negligence or willful misconduct of LESSOR. It is fully understood and agreed that LESSEE is aware of the conditions of the Leased Premises and leases the same “as is.”
- [12] **Controlling Lease.** In the event there is any prior existing lease or rental agreement between LESSEE and LESSOR (or its predecessor in interest) covering the subject property, it is agreed and understood that this Lease shall cancel and terminate any prior leases or rental agreements as of the effective date of this lease.
- [13] **Compliance with Laws.** The property described herein may be used for only the purposes stated herein. It is the sole and exclusive responsibility of the LESSEE in the use of the property to comply with all laws, rules, regulations or ordinances imposed by any jurisdiction affecting the use to which the property is proposed to be put. Inability or failure by the LESSEE to comply with

any of said laws, rules, regulations or ordinances will not relieve the LESSEE of the obligation to pay the rental provided herein.

- [14] **Non-Discrimination.** The LESSEE shall comply with all federal, state, and local laws and regulations relating to unlawful discrimination based on race, creed, religion, sex, sexual or affectional orientation, color, national origin, ancestry, familial status, age, disability, marital status or status with regard to public assistance and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same.
- [15] **Alterations.** The LESSEE will not make any alterations to the premises without the written consent of the LESSOR, such consent not to be unreasonably withheld. If the LESSEE desires to make any such alterations, an accurate description shall first be submitted to and approved by the LESSOR. All such work shall be performed under the LESSOR'S supervision and any improvements made to the Leased Premises at the LESSEE'S expense shall become the property of the LESSOR at the end of the Lease period. LESSEE agrees that all alterations will be done in a workmanlike manner and in conformance with applicable building codes, that the structural integrity and building systems of the building will not be impaired, and that no liens will attach to the premises by reason thereof.
- [16] **Destruction.** In the event of damage to or destruction of the Leased Premises or in the event the Leased Premises becomes untenable or unfit for occupancy due to such damage during the term of this Lease, either party at its option may terminate the lease upon fifteen (15) days written notice to the other party. Notwithstanding the forgoing, in the event LESSOR agrees to restore the Leased Premises within a reasonable time following casualty, and both parties agree in writing not to terminate, Basic Rent and Additional Rent shall be abated until the Leased Premise is tenantable. In no event shall the LESSOR be responsible for costs of the LESSEE in relocating or acquiring alternate premises while the Leased Premises are being restored.
- [17] **Governing Law; Venue.** This instrument contains the entire agreement of the parties as to its subject matter. This Lease shall be subject to and governed by the laws of the State of Minnesota, and all actions shall be venued in Ramsey County District Court.
- [18] **Counterparts.** The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

[19] **Electronic Signatures.** The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this 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 any 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 Agreement.

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

LESSOR:

Mayor

Director of Financial & Management Services

Director Parks and Recreation

City Attorney

LESSEE:

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