

**SECURIAN FINANCIAL EQUITY ON ICE EDUCATION CENTER
OFFICE USE AGREEMENT**

EFFECTIVE DATE OF AGREEMENT: November 1, 2019

MASTER TENANT: Capital City Properties, a Minnesota nonprofit corporation

USER: Saint Paul Police Activities League

USE: General Office Use

TERM: One Year

STARTING DATE OF USE: November 1, 2019

TERMINATION DATE OF USE: October 31, 2020

ADDRESS OF PREMISES: Treasure Island Center, 400 Wabasha Street North, Saint Paul, MN 55102 (the “Building”)

ROOM(S) WITHIN PREMISES FOR USE: Office and conference rooms (the “Licensed Premises”); (See Depiction Attached, if appropriate)

USE FEES: \$135 per month

PAYABLE: On the first day of the month

USE DEPOSIT: \$0.00

USER’S INSURANCE (company and policy number): The City of Saint Paul is self-insured.

1. **Grant.** Master Tenant hereby grants to User a license to use the Licensed Premises on the dates and times set forth above. Such use shall be exclusive during said times, but other parties, including but not limited to Master Tenant, may use the Licensed Premises at all other times, subject to the terms and conditions of this Agreement. This license shall be non-assignable by User.

2. **Payment.** All amounts payable by User to Master Tenant pursuant to this Agreement shall be payable and recoverable in the manner herein provided. Master Tenant may terminate this Agreement upon thirty (30) days' written notice to User in the event of any failure to pay any License Fee (as herein defined), or any failure of User to comply with all terms and conditions of this Agreement.
3. **Utilities.** Master Tenant shall pay utilities (gas, electricity and sewer/water) excluding telephone. Master Tenant will furnish heat and air conditioning to the Licensed Premises and provide a temperature condition required in Master Tenant's judgment for comfortable occupancy of the Licensed Premises under normal business conditions.
4. **User's Covenants.** User covenants:
 - (a) to pay all amounts payable by User to Master Tenant under this Agreement (collectively the "License Fees");
 - (b) to observe and perform all the covenants and obligations of User herein;
 - (c) to use the Licensed Premises only for the use stated on page one of this Agreement;
 - (d) to comply with present and future laws, regulations and orders relating to the occupation or use of the Licensed Premises;
 - (e) not to do, omit to do or permit to be done anything which will cause or shall have the effect of causing the cost of the Master Tenant's insurance in respect of the Licensed Premises to be increased, or any policy of insurance on or relating to the Licensed Premises to be subject to cancellation;
 - (f) to permit Master Tenant to assign a designated representative to supervise the use of the facility and any equipment supplied by the Master Tenant for the User's use.
 - (g) shall conserve heat, water and electricity and shall use due care in the use of the Licensed Premises and the Building and shall not neglect or misuse any of the fixtures, equipment or apparatus;
 - (h) to maintain the Licensed Premises and the Building and all improvements therein in good order and condition;
 - (i) to adequately supervise all of User's employees, agents, guests and invitees to the Licensed Premises and Building;
 - (j) to follow all reasonable rules, regulations and procedures put in place by Master Tenant (including security procedures) with respect to the Licensed Premises and Building;
 - (k) not to create (by act or omission) or permit to exist any condition at or about the Licensed Premises or the Building which results in a risk to the personal health or safety of any person or damage to property;

- (l) not to use or store on or near the Building or Licensed Premises any flammable or explosive substance;
 - (m) not to interfere in the Master Tenant's operation of the Building;
 - (n) to leave the Licensed Premises in broom-clean condition following each use by User or its employees, agents, guests and invitees; and
 - (o) to notify Master Tenant immediately of any damage to the Licensed Premises, Building, or any other of Master Tenant's property, and to notify Master Tenant immediately of any conditions in the Building or Licensed Premises that are dangerous to human health or safety, or which may damage the Building or Licensed Premises.
5. **Alterations by User.** User shall not make changes, additions or alterations whatsoever to the Licensed Premises.
6. **Indemnity.** User shall indemnify, defend, and save harmless Master Tenant and its agents, assigns and employees from any and all liabilities, damages, costs, claims, suits or actions growing or arising out of or in any way related to the use of the Licensed Premises or Building by User, its guests, agents, invitees, or assigns, including but not limited to the following:
- (a) any breach, violation or non-performance of any covenant, condition or agreement in this Agreement set forth and contained on the part of User to be fulfilled, kept, observed and performed;
 - (b) any damage to the Licensed Premises, Building, or fixtures or personal property located in or about the Licensed Premises or Building; and
 - (c) any injury to person or persons including death resulting at any time therefrom occurring in or about the Licensed Premises or Building.
7. **Limitation of Master Tenant's Liability.** Except in the case of gross negligence on the part of Master Tenant, Master Tenant bears no responsibility for the loss or theft of any equipment, supplies or personal effects of the User or its guests, agents or invitees. Master Tenant and its agents and employees shall not be liable for any damage to the Licensed Premises or any property located therein caused by any latent defect or by steam, water, rain or snow which may leak into, issue or flow from any part of the Licensed Premises or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any other place or from any damage caused by or attributable to the condition or arrangement of any electrical or other wiring or for any damage caused by anything done or omitted to be done by any person or for damage caused by interruption or failure of any service or utility or for damage however caused to merchandise, stock in trade, books, records, files, money, securities, negotiable instruments, papers or other valuables.

8. **Default and/or Cancellation.** Master Tenant reserves the right to terminate this Agreement due to any failure to User to perform under this Agreement, on thirty (30) days written notice to User. Master Tenant may terminate this Agreement for other reasons, including Master Tenant's own business reasons, upon one month's notice to User, in which event Master Tenant shall refund any License Fees paid in advance relating to the time period after termination. Master Tenant may keep all or part of the use deposit for damage to the Licensed Premises or Building beyond ordinary wear and tear; and for License Fees or other money owed to Master Tenant under this Agreement; the balance of the use deposit shall be refunded to User within thirty days after expiration or termination of this Agreement.
9. **Entire Agreement.** There is no promise, representation or undertaking by or binding upon the Master Tenant except such as are expressly set forth in this Agreement, and this Agreement including any Schedules contains the entire agreement between the parties hereto.
10. **Notice.** Any notice required or contemplated by any provision of this Agreement shall be given in writing and shall be sufficiently given if mailed by registered mail or hand delivered to Master Tenant or User.
11. **Amendment or Modification.** No amendment, modification or supplement to this Agreement shall be valid or binding unless set out in writing and executed by Master Tenant and User.
12. **Force Majeure.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
13. **Severability.** All of the provisions of this Agreement are to be construed as covenants and agreements. If any provision of this Agreement is illegal or unenforceable, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall remain in force and be binding as though the provision had never been included.
14. **Costs.** User shall reimburse Master Tenant for all of Master Tenant's costs and expenses incurred in the enforcement of Master Tenant's rights hereunder or resulting from any failure of User to perform hereunder, including costs of any legal or collection action against User, and Master Tenant's attorneys' fees.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, on the dates set forth below.

USER:

SAINT PAUL POLICE ACTIVITIES LEAGUE

By: _____

Its: _____

Date: _____

MASTER TENANT:

CAPITAL CITY PROPERTIES,
a Minnesota nonprofit corporation

By: _____

Its: _____

Date: _____