

NON-EXCLUSIVE LEASE AGREEMENT

This non-exclusive lease agreement ("Lease") is originally entered into as of April 3, 2014 and now amended effective _____, 2021, by and between the City of Princeton, a municipal corporation, whose address is 705 2nd Street North, Princeton, Minnesota 55371 ("Landlord"), and the Princeton American Legion Woodcock-Herbst Post 216, a veteran's organization, whose address is ~~701 Elm St.~~ PO Box 204, Princeton, Minnesota 55371 ("Tenant").

RECITALS

WHEREAS, the Landlord desires to provide a Civic Center for use by the area citizens for education, cultural participation, socializing, recreation, arts, crafts, music and similar programs of enrichment; and

WHEREAS, the Landlord desires to provide a facility to be used by citizens for municipal use, community organizations, meetings, banquets, receptions, reunions and similar public and private activities; and

WHEREAS, the Tenant desires that there be a local facility to provide a gathering place to provide services to veterans; and

WHEREAS, the Landlord and the Tenant desire to combine their resources in order to assure the development, construction, and remodeling of the Civic Center as a facility to provide said services,

NOW, THEREFORE, the parties do hereby agree and covenant as set forth below:

IN CONSIDERATION OF the mutual covenants and promises as hereinafter set forth, the parties agree as follows:

1. **Leased Premises.** The premises leased pursuant to this Non-exclusive Lease is the Landlord's building (The Princeton Civic Center) located at 503 North 9th Street, Princeton, Minnesota that has previously been rented by citizens and/or organizations as a facility for social gatherings ("Premises").
2. **Use of Premises.** Tenant may use the Leased Premises for Tenant's monthly meetings, providing services to veterans, providing a meeting/gathering space for veterans, or providing a meeting space for other community groups/organizations sponsored by the Tenant. for the purposes of hosting the organization's monthly meetings and events as well as serving as a gathering place for area military veterans. ~~The frequency of T~~the Tenant's use of the structure existing at the time of this lease shall, comply with the generally, be limited to the following:
 - a. A maximum of five (5) events per month. One of the five (5) events may be one weekend day, which is inclusive of one weekend usage per month with the weekend usage being defined as a Friday, Saturday and/or Sunday usage.
 - b. The Tenant shall determine the events that will be covered by the Tenant's five (5) monthly events. The Tenant shall appoint a liaison to the City to ensure that the events are noted in advance a minimum of 14 calendar days on the Civic Center Rental Calendar. Landlord will, at the request of the Tenant, create a user access to the Landlord's online reservation calendar which shall eliminate the need for a liaison except in the case that an event needs to be removed from the calendar. The Tenant's user access will allow the Tenant to schedule events, but removal of events will be limited to Landlord's staff.

- c. Uses in excess of the above shall be charged at the Civic Center rental rates then charged by the Landlord to users as the same is established and charged from time to time for the additional date(s) being used by the Tenant.
- ~~d. All Tenant usage shall be noted in advance on the Civic Center Rental Calendar. Tenant's basic ongoing usage calendar will include the 2nd Thursday (Monthly Meeting) of each month except for June when the monthly meeting will be held on the 2nd Tuesday, the 4th Thursday (Dance) of each month (except December) and the 3rd Sunday of each month (Omelet Breakfast) from September through April (except December) and the last Friday of April (Auxiliary Scholarship Lunch). Those ongoing usage dates shall continue from year to year unless modified in writing by Tenant. All other usage by Tenant shall be on a 'first come, first served' basis with other users of the facility.~~
- e. d. Tenant shall honor previously booked rentals by other parties.
- f. e. Landlord shall not book other events, whether public or private, that interfere with events booked by Tenant as provided in Section 2(b e) above.

The Tenant's construction of any addition to the original structure as it existed prior to this lease shall not be governed by items "a" through "d" above. It is understood that the Landlord will also rent the Premises to other users, as the Landlord has in the past, except that the utility/storage room located in the northwest part of the building is solely for use by the Tenant and Landlord. The Tenant shall have access to the utility/storage room during rental events when needed.

3. **Term.** This Lease shall commence on April 1, 2014 and shall terminate on the 30th year anniversary of the commencement date.
4. **Rent.** Tenant shall pay Landlord rent in the amount of a payment of \$100,000 which shall be paid as follows:
 - A. Payment #1 shall be paid on April 1, 2014 in the amount of \$35,000
 - B. Payment #2 shall be paid on May 1, 2014 in the amount of \$30,000
 - C. Payment #3 shall be paid on June 1, 2014 in the amount of \$35,000Said payments shall be used by the Landlord to continue the remodeling of said Civic Center to the point where the building is usable by the Tenant.
Said payments have been made by the Tenant
5. **Keys.** The Landlord shall provide the Tenant with six (6) keys to the Civic Center. Tenant agrees to not duplicate those keys and, further, keep the Landlord updated annually by April 1 of each year regarding who the key holders are. A list of key holders shall be provided in writing.
6. **Assignment and Subletting.** Tenant shall not assign its interest in this Lease or sublet the Leased Premises to another without the prior written consent of Landlord which shall not be unreasonably withheld. Tenant shall not allow any liens or encumbrances to be placed on the Leased Premises.
7. **Additional Leases.** As noted in item #1 above, Landlord reserves the right to rent the Civic Center to other users so long as those uses do not conflict with scheduled Tenant events. Nothing in this Lease shall be deemed to extinguish or otherwise interfere with the Landlord's right to rent the Civic Center to others provided that those rental events do not interfere with the Tenant's use of the Civic Center.

8. **Landlord Use of Leased Premises.** Landlord also retains the right to continue to use the premises for city sponsored events as needed on such dates. Landlord will use its best efforts to avoid a conflict with Tenant's previously scheduled events.
9. **Environmental.** Tenant agrees that throughout the term of the Lease, it shall not use the Leased Premises for the storage, handling, transportation or disposal of any hazardous substances.
10. **Responsibility for Operating Costs.** The landlord shall be responsible for paying all utility and operating costs for the Leased Premises. The Landlord shall provide for snow removal and lawn maintenance at its own cost.
11. **Maintenance and Repair of Leased Premises.** Landlord shall, throughout the term of this Lease, and at its sole expense, keep, repair, and maintain all structural components, heating, ventilation, air conditioning, electrical, plumbing and mechanical systems of the Leased Premises and keep same in good condition, reasonable wear and tear excepted. Tenant shall be responsible for replacing and repairing any damage to the Leased Premises caused by Tenant. Tenant shall also be responsible for the maintenance and repair of any portion of the Leased Premises added on to the Civic Center by the tenant after the signing of this initial lease.
12. **Custodial.** Tenant shall be responsible for the post-event custodial duties including, but not limited to vacuuming, floor cleaning, bathroom cleaning, etc. as outlined in the standard 'Civic Center Rental Agreement' form (current form attached as Exhibit A). Landlord is responsible for having a professional cleaning service come in on a regular basis to do a more thorough cleaning.
13. **Security.** Tenant is responsible for making sure the doors and windows are locked when the Tenant is not present.
14. **Alterations and Improvements.** Tenant shall be allowed to make structural additions to, or improvements of, the Leased Premises after first getting the Landlord's written consent. Any improvements made to the building and/or the furnishings shall become the property of the Landlord.
15. **Signs.** Tenant shall have the right to install and maintain signs advertising Tenant's organization, provided the signs conform to law and to the requirements of the City Ordinances at locations approved by the Landlord. Signs shall be of a size and contain content that does not intrude upon the purposes of the Civic Center to benefit the Princeton Community at large.
16. **Insurance.** Landlord shall be responsible for insuring the Leased Premises only for property, casualty and liability. Tenant shall be responsible for carrying insurance on Tenant's supplies, materials, furnishings, equipment and all other items of personal property of Tenant located on or within the Leased Premises.
17. **Indemnification.** Tenant shall hold Landlord harmless from and indemnify and defend (including attorney fees) Landlord against any claim or liability arising in any manner from Tenant's use, improvement and occupancy of the Leased Premises, failure to properly perform its obligations under this Lease, or relating to the death or bodily injury to any person or damage to any personal property present on or located in or upon the Leased Premises, including the person and personal property of

Tenant's employees and all persons in or upon the Leased Premises at Tenant's invitation or sufferance.

Landlord agrees to hold harmless, defend and indemnify Tenant against any claims brought or actions filed against Tenant, or any officer, employee, agent or volunteer of Tenant acting within the scope of their employment or duties (except for special Law Enforcement Service personnel) for any injury to, death of, or damage to the property of, any third person or persons, arising from the furnishing of Tenant services, or the performance thereof, pursuant to this Agreement. Provided, however, that Landlord shall not be required to pay on behalf of itself to Tenant, any amounts in excess of the limits of liability established in Chapter 466 of Minnesota Statutes applicable to Landlord. Landlord shall purchase and maintain liability insurance coverage through the League of Minnesota Cities Insurance Trust in at least the amount of the tort liability limits established in Chapter 466 of Minnesota Statutes or the successor thereof. Landlord agrees to hold harmless, defend and indemnify Tenant against any claims brought or actions filed against Tenant, or any officer, employee, agent or volunteer of Tenant acting within the scope of their employment or duties (except for special Law Enforcement personnel) for any injury to, death of, or damage to the property of, any third person or persons, arising from the furnishing of Tenant services or the performance thereof, or as a result of any action of Landlord or Landlord's employees, agents, invitees, or guests pursuant to this Agreement.

18. **Sale of Leased Premises.** If Landlord sells or otherwise voluntarily conveys the Leased Premises during the term of this Lease, the purchaser of the property shall be required to accept assignment of this Lease and the rights of Tenant under this Lease shall continue unless Tenant releases them in writing.
19. **Holding Over.** If Tenant remains in possession of the Leased Premises after the termination of this Lease, it shall be deemed to be occupying said Leased Premises as a Tenant at sufferance, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a tenancy at sufferance, including but not limited to the duty to pay rent in an amount equal to the standard rental rate charged to other users of the Civic Center for that time period.
20. **Surrender.** Upon termination of this Lease Tenant shall peaceably surrender the Leased Premises and remove all debris and personal property from the Leased Premises. Tenant shall not remove any of the immovable fixtures. If Tenant fails to remove all debris and personal property, Landlord may remove such items and Tenant shall be responsible for any disposal costs.
21. **Access to Leased Premises.** Landlord, and the authorized representatives of Landlord, shall have the right to enter the Leased Premises as necessary.
22. **Default of Tenant.** The occurrence of any one or more of the following events shall constitute an Event of Default:
 - a. Tenant's failure to pay rent when due;
 - b. Tenant's failure to maintain the insurance required by this Lease, if the failure remains uncured for 15 days following Landlord's written notice to Tenant of Tenant's failure to perform such obligation; or

c. Tenant's failure to fully perform any other Tenant obligations, if the failure remains uncured for 30 days following Landlord's written notice to Tenant.

23. Landlord's Remedies Upon Default. If an Event of Default occurs, Landlord may terminate this Lease upon sixty (60) days' written notice to Tenant. Neither the passage of time after an Event of Default nor Landlord's exercise of any other remedy with regard to such Event of Default shall limit Landlord's right to terminate the Lease. Landlord may also, whether or not Landlord has elected to terminate this Lease, commence proceedings in unlawful detainer to recover possession of the Leased Premises. Landlord shall be entitled to reimbursement of reasonable attorneys' fees which Landlord incurs in connection with successfully pursuing any remedy for an Event of Default.

24. Termination. This Lease may be terminated by Tenant upon sixty (60) days written notice of a material breach of the Lease by the Landlord if the breach is not cured within the notice period, which period may be extended by Landlord upon a showing that it is making good faith efforts to cure the alleged material breach. This Lease may also be terminated upon the mutual written agreement of the parties with the termination being effective as of the date indicated in the agreement.

25. Damage or Destruction. If fire or other casualty damages or destroys the Leased Premises or the Leased Premises incurs substantial damage due to vandalism, failure of building systems or other unforeseen cause occurs during the term of this Lease, the assumption is that the Landlord would use any insurance funds received in compensation for the damage to rebuild or repair the Leased Premises. Landlord shall name Tenant as an additional insured under the insurance policy. But, if the Landlord decides that reconstruction or repair is not feasible, the Landlord shall reimburse Tenant a prorated amount remaining on the lease. If the Landlord's insurance company compensates the Tenant as reimbursement for the loss of the balance of the lease, that payment shall be reflected as a credit against any further compensation from the Landlord to the Tenant. The total of any insurance reimbursement from Landlord to tenant shall not exceed \$50,000.

26. Storage Shed. The Tenant may, at their own expense and risk, construct, locate and maintain a storage shed at a size and location to be agreed upon between the Landlord and Tenant.

27. General Provisions.

- a. Landlord's Disclaimer of Warranty. Landlord disclaims any warranty that the Leased Premises is suitable for Tenant's use.
- b. Relationship of Landlord and Tenant. This Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, the sole relationships between the parties under this Lease being that of Landlord and Tenant. To the extent a court of competent jurisdiction does, despite this paragraph, find a joint venture or enterprise, the liability limited of the parties shall not be added together and, instead, the total liability for the parties shall not exceed the limits on governmental liability for a single entity consistent with Minnesota Statutes, Section 471.59, subdivision 1a.
- c. Choice of Law. The laws of the State of Minnesota shall govern the validity, performance and enforcement of this Lease.

d. Notices and Demands. Except as otherwise expressly provided in this Lease, any notice, demand, or other communication under the Lease any related document by either party to the other shall be sufficiently given or delivered if it is dispatched by United States Mail or delivered personally and in writing to the following addresses:

Landlord: City Administrator
Princeton City Hall
705 2nd Street North
Princeton MN 55371

Tenant: Post Commander
American Legion Post 216
P.O. Box 204
Princeton MN 55371

e. Entire Agreement and Amendment. This Lease constitutes the entire agreement between Landlord and Tenant affecting the Leased Premises and there are no other agreements, either oral or written, between them other than said documents and as are herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and executed in the same form and manner in which this Lease is executed.

f. No Third Party Beneficiaries. This Lease is entered into for the benefit of the parties hereto and it does not confer any rights or remedies upon any other person or entity.

g. Successors and Assigns. The terms, covenants, and conditions of this Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed in form and manner sufficient to bind them at law, as of the day and year first above written.

CITY OF PRINCETON

**PRINCETON AMERICAN LEGION
WOODCOCK-HERBST POST 216**

By: _____
~~Paul Whitcomb~~, Its Mayor

By: _____
~~Jerry Whitcomb~~, Its Commander

By: _____
Shawna Jenkins, Its City Clerk

Dated: _____, 2014.

Dated: _____, 2014.

EXHIBIT A

CIVIC CENTER RENTAL AGREEMENT

NAME OF RENTER _____

ADDRESS _____

PHONE NUMBER _____ DATE OF RENTAL _____

The following rules and regulations are set up for the continued use and maintenance of the Civic Center. This information is for the benefit of all who use the facility as well as the City of Princeton. *Please read these instructions carefully as it is your responsibility to abide by all these rules and regulations.*

1. Cannot use the facility until the day of rental from 7:00 am to 1:00 a.m.
2. If, upon arriving for your event, any of the following has not been done properly, please call City Hall, 763-389-2040, or the Princeton Police, 763-389-4879, and notify them of this. If you are unable to contact someone, make a list to present to City Hall when returning the key.
3. You must clean up immediately following your use.
4. All carpeting should be vacuumed. The vacuum is not to be used for liquids/wet items. All uncarpeted floors are to be swept and scrubbed.
5. Bathroom toilets, washbowls, sinks and floors should be cleaned and scrubbed.
6. You must provide your own dish soap, dish towels and paper towels for kitchen use. Counters and appliances should be clean when you leave.
7. You must provide your own garbage bags. Garbage can be placed in the outside garbage dumpsters at the end of your event. If by chance the dumpster is not there, please take the garbage with you.
8. Heaters and thermostats should be turned down to 65°.
9. Close all windows and lock them. All outside doors should also be locked upon leaving.
10. The renter is responsible for compliance of all City ordinances, State, and/or Federal laws regulating the dispensing and consumption of alcoholic beverages.

Key must be returned to City Hall on the next regular business day. Cleaning is the responsibility of the renter. Any damaged property will be charged to the renter and if cleaning is required after your use, this will be charged to you at the rate of \$25/hour. If the Center is left clean with no damage, your deposit will be returned to you.

I UNDERSTAND THE ABOVE RULES:

Renter's Signature _____ Date _____