

## LEASE AGREEMENT

This lease, made this 1st day of September, 2024, between the City of Princeton, a Municipal Corporation, hereafter "Lessor", and the Independent School District #0477, Princeton, MN, hereafter "Lessee".

Whereas, Lessor owns and operates the Mark Park Community Facility which includes Solheim Field (operated by the Solheim Association), varsity baseball and softball fields and junior varsity baseball and softball field; and

Whereas, Lessee has determined that the varsity baseball and softball fields are suitable facilities for conducting their High School Baseball and Softball athletic programs; and

Whereas, Lessor and Lessee wish to enter into this Lease Agreement for the purpose of establishing the terms and conditions pursuant to which the Lessee shall lease the above named facilities; and

NOW THEREFORE, for good and valuable mutual consideration, Lessor and Lessee mutually agree as follows:

### ARTICLE I

- 1. Lease Agreement:** In consideration of and subject to the mutual conditions and obligations of this Lease Agreement to be kept and performed, including the obligation to lease, Lessor does hereby lease to Lessee the Mark Park Baseball Fields and Softball Fields solely to the extent of this Lease Agreement.
- 2. Lessee's Right of Possession and Use:** Lessee shall have the right to possess and use the Mark Park Baseball Fields and Softball fields for the purposes, to the extent and at the times set forth in Exhibit A attached hereto and incorporated by reference. Lessee's right to possess and use the aforementioned facilities shall be intermittent and confined to those portions of the facilities specifically identified in Exhibit A. Lessor and its licensees shall have the right to enter upon and use the aforementioned facilities at all times outside those listed in Exhibit A. Lessee shall at all times comply with all statutes, ordinances, codes and regulations of any governmental authority concerning the use of the premises. Lessee shall not permit any hazardous or dangerous activity to be conducted at the aforementioned facilities or allow any activity which will increase insurance risks or premiums on the premises.
- 3. Schedule of Use:** Lessee shall submit to Lessor annually before February 1 for Baseball & Softball schedules of all proposed uses for the upcoming seasons, which schedules shall be subject to Lessor's approval.

4. **Supervision and Safety:** Lessee agrees to assume full responsibility for the supervision of all persons entering the aforementioned facilities in conjunction with the Lessee's activities or events, including participants, coaches and other staff and spectators. Lessee shall require that all such persons conduct themselves in an orderly and safe manner consistent with the policies for use of the aforementioned facilities.

## ARTICLE II

1. **Lease:** Lessee shall pay to Lessor \$25,000 annually beginning August 1, 2025 through the term of the lease for use of the Mark Park Baseball and Softball fields. If a sports season is cancelled due to pandemic or circumstances outside of the parties' control, the lease amount shall be reduced \$18,750.

Lease payments shall be payable to the City of Princeton and mailed or delivered to City Hall. The parties shall conduct a lease rate review in February 2029. If the parties are unable to reach an agreement on the lease rate, then this lease agreement shall terminate as of June 30, 2029.

## ARTICLE III

1. **Maintenance and Repair:** Lessor shall at all times during the term of this Lease Agreement, at Lessor's own cost and expense, repair and maintain the aforementioned facilities and make improvements or alterations in consultation with the lessee except as otherwise provided in this Article.

2. **Damages:** Lessee shall reimburse Lessor for the reasonable cost to repair and restore the aforementioned facilities in the event of damage to the premises caused by participants, coaches or other staff, or spectators who are in or upon the aforementioned facilities in conjunction with any of the Lessee's activities or events.

3. **Cleanup:** Although Lessor retains ultimate responsibility for maintenance, Lessee shall perform routine cleanup after its use of the premises, including proper storage of equipment, and pick up and proper disposal of litter.

4. **Alterations, Improvements:** Lessee shall not make alterations or improvements to the premises without the advanced written consent of Lessor, which consent shall not be unreasonable withheld.

5. **Facility Preparation:** The Lessor shall prepare the aforementioned facilities including mowing, infield dragging, field painting, and disposal of garbage and rest room maintenance.

## ARTICLE IV

1. **Term:** The term of this Lease Agreement shall be from July 1, 2024 - June

30, 2029.

## ARTICLE V

1. **Lessor's Access:** The Lessor shall have the right to enter the leased premises for the purpose of inspecting, repairing, altering or improving the leased facilities or for any other purpose not inconsistent with Exhibit A.

## ARTICLE VI

1. **Indemnity:** Lessee shall protect, defend, hold harmless and indemnify Lessor against any and all claims, actions, losses, costs, expenses and liabilities, including reasonable attorney's fees for defense, arising out of or in any way related to Lessee's use of the premises or any of Lessee's activities or events, save when said claim, action, loss, cost, expense or liability is proximately caused solely and exclusively by the negligence or breach of this Lease Agreement by Lessor. In case of any action or proceeding brought against Lessor by reason of a claim covered by this Paragraph 11.1, upon notice from Lessor, Lessee covenants to defend such action or proceeding by counsel reasonable satisfactory to Lessor.

2. **Insurance:** Lessee shall maintain throughout the term of this Lease Agreement policy of comprehensive general liability insurance with limits of at least \$500,000 per person and \$1,500,000.00 per occurrence naming Lessor as an additional insured. The limit of such insurance policy shall not be less than the City's maximum limits of liability as set forth in Minn. Stat. Sec. 466.04. Said policy of insurance shall be evidenced by a certificate of insurance which shall be placed on file with Lessor by Lessee prior to commencement of occupancy of the premises by Lessee. Each such policy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving Lessor thirty (30) days advance written notice of such change. The policy shall also contain a contractual liability endorsement evidencing insurance coverage for Lessee's indemnification obligation to Lessor under this Lease Agreement.

3. **Liability to Lessee:** Lessor shall not be liable to Lessee or to any employee, student or invitee of Lessee for any claim or cause of action arising out of death, injury, damage to property occurring in, on or about the leased premises except for damages, attributable exclusively to the negligence or breach of this Lease Agreement by Lessor, its employees or agents, by a court of competent jurisdiction.

4. **Liability Limits Not Waived:** Nothing in this Article VI shall cause either Lessor or Lessee to be subject to liability in excess of any statutory limits of liability applicable to Lessor or Lessee.

## ARTICLE VII

1. **No Partnership:** Nothing contained in this Lease Agreement shall be deemed or construed to create a partnership or joint venture of or between Lessor and Lessee or to create any other relationship between the parties hereto other than that of Lessor and Lessee.

2. **Termination:** This lease agreement may be terminated by either party upon 30 days' written notice to the other party to be sent no later than May 31<sup>st</sup> of any calendar year.

IN WITNESS WHEREOF, the parties have hereto set their hands on the day and year first above written.

Lessor: CITY OF Princeton

BY: \_\_\_\_\_  
Thom Walker, Mayor

\_\_\_\_\_  
Michele McPherson, City Administrator

Notary Block?

Lessee: ISD 477, Princeton

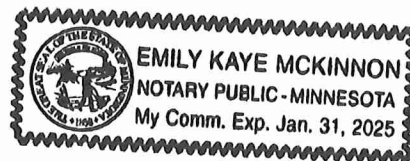
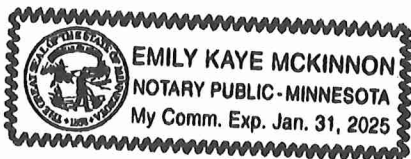
BY: *Olga M. Ullmer*  
, Board Chair

*[Signature]*  
, Board Secretary

Notary Block?

*Emily McKinnon 8/6/2024*

*Emily McKinnon 8/6/2024*



**Exhibit A'**

**Solheim Field**

**Mark Park Varsity Softball Fields**

**Mark Park Junior Varsity Softball Fields**

**Mark Park Junior Varsity Baseball Fields**

