

LEASE

This Lease is made and entered into this ____ day of _____, 200__, by and between _____, a Minnesota _____ ("LANDLORD"), and the CITY OF MINNEAPOLIS, a Minnesota municipal corporation ("CITY").

In consideration of the covenants by and between the parties, IT IS AGREED AS FOLLOWS:

1. PREMISES

LANDLORD hereby leases to the CITY the Leased Premises described below:

[insert legal description and/or building address and room number, if applicable]
Containing approximately _____ square feet of land area or floor space.

2. TERM

The Lease Term shall be for a period of _____ months [*cannot exceed 1 year*], commencing on _____ ("Commencement Date") and terminating on _____ ("Termination Date").

3. CANCELLATION

CITY has the option to cancel this Lease effective at any time during the Lease Term. Notice of such cancellation is to be in writing and given to LANDLORD 30 days prior to the effective date of cancellation.

4. RENT

- A. CITY shall pay Gross Rent for the Leased Premises as listed below. In the event this Lease commences or terminates at any time other than the first day of the month, the rent payment shall be prorated for that month.
- B. Total Gross Rent per Month shall be: \$_____. Gross Rent includes all operating costs as described in 4(C) of this Lease.
- C. "Operating costs" means all expenses and costs incurred and normally required with respect to the repair, replacement, maintenance and operation of the building and equipment, improvements, sidewalks, driveways and parking facilities, but not the following specific costs which will be separately billed to and paid by CITY:
_____.

5. LANDLORD'S RESPONSIBILITIES

A. LANDLORD'S responsibilities, the cost of which LANDLORD shall bear, include the following:

1. Place the Leased Premises in a suitable condition for the City's intended use of the Leased Premises prior to the Commencement Date of this Lease. The Leased Premises and all work by Landlord shall conform to all applicable statutes, ordinances, regulations, and codes including ASHRAE Standards 55 (Thermal Environmental Conditions for Human Occupancy) and 62 (Ventilation for Acceptable Indoor Air Quality) as incorporated by the Minnesota Energy Code and shall be in compliance with the Americans With Disabilities Act.
2. Complete the Leasehold Improvements as more fully described in the attached Exhibit A by the Commencement Date. All materials for such Leasehold Improvements shall be of good quality and all work shall be performed in a good and workmanlike manner and in conformance with all applicable statutes, ordinances, regulations, and codes.
3. Maintain the exterior and common areas of the building, including the sidewalks, driveways and parking areas, [*and the Leased Premises*] in a good and useable condition and in thorough repair and make all structural repairs or necessary modifications or replacements.

6. ASSIGNMENT OR SUBLEASE BY CITY

CITY shall not assign or sublet the Leased Premises without the prior written consent of LANDLORD, which consent shall not be unreasonably withheld or delayed.

7. HOLDING OVER

If CITY should continue to occupy the Leased Premises after expiration or termination of this Lease, such tenancy shall be deemed to be from month to month.

8. LANDLORD LIABILITY, INDEMNIFICATION AND INSURANCE

A. LANDLORD agrees to defend, indemnify and hold harmless CITY, its officials, officers, agents, representatives, volunteers, and employees, from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of LANDLORD, its contractors, agents, officers and employees for whose acts and/or omissions Landlord may be held legally liable in the performance of the services required by this Lease, and against all loss by reason of the failure of LANDLORD to perform fully, in any respect, all obligations under this Lease.

- B. LANDLORD agrees at all times during the term of this Lease to have and keep in force commercial general liability insurance with per occurrence and general aggregate limits of not less than One Million (\$1,000,000) Dollars.
- C. LANDLORD agrees, for the full term of this Lease, that it will purchase and maintain in force a policy or policies of property insurance on the building [*and the Leasehold Improvements and City's personal property in the Leased Premises*] against such perils as are usually included in "Fire and Extended Coverage" policies commonly written for commercial real estate in the State of Minnesota and in an amount at least equal to the [insurable value] [replacement value]. Said policy is to include a "waiver of subrogation" clause so long as such are legally enforceable and/or permissible in Minnesota.
- D. Prior to the effective date of this Lease, LANDLORD will furnish CITY with a properly executed certificate of insurance that clearly evidences the required insurance coverages. The certificate shall name CITY as the certificate holder and as an additional insured for the commercial general liability coverage [*and loss payee with respect to City's personal property in the Leased Premises*].

9. CITY LIABILITY, INDEMNIFICATION AND INSURANCE

- A. CITY shall indemnify and hold harmless LANDLORD, its officers and employees from and against liability, loss, damage, costs, and expenses which LANDLORD or its employees or agents may hereafter sustain, incur, or be required to pay, arising out of or resulting from the performance of this Lease, provided that any claim, damage, loss, or expense is (1) attributable to personal or bodily injury, sickness, disease, or death or to injury to or destruction of tangible personal property (other than personal property covered or coverable by insurance pursuant to other provisions of this Lease) and is (2) caused solely by negligent acts or omissions of CITY, its officers, employees, contractors or agents for whose acts CITY may be held legally liable; but excluding any claim, damage, loss or expense attributable to any criminal acts. Nothing herein shall be deemed a waiver of the limitations on liability, defenses, exceptions to liability, and immunities set forth in Minnesota Statutes §§ 466.02 through 466.04, or other applicable law, such limitations on liability, defenses, exceptions to liability, and immunities being expressly reserved herein.
- B. CITY is self-insured for liability and casualty.

10. NOTICES

Any notice or demand, which may or must be given under the Lease terms or any statute or ordinance, shall be in writing and shall be sent by personal delivery or by first class mail to the other party addressed as follows:

TO LANDLORD: _____

TO CITY: _____

11. BROKERS

LANDLORD and CITY each represent and warrant to the other that, except as specifically set forth herein, neither of them has employed any broker or agent to assist them in negotiating this Lease. In the event any broker or agent makes a claim for a fee under this Lease for representing either LANDLORD or CITY, the party whom the broker or agent claims to represent, hereby agrees to indemnify and hold the other party harmless from and against any claims for brokerage fees or other commissions arising from or out of such claimed broker or agent representation.

12. MISCELLANEOUS

- A. This Lease shall be binding upon and inure to the benefit of LANDLORD and CITY, and each party's successors and permitted assigns.
- B. This Lease is declared to be a Minnesota contract, and all of the terms hereof shall be construed according to the laws of the State of Minnesota.
- C. LANDLORD agrees to be bound by the CITY'S Code of Ethics, Minneapolis Code of Ordinances, Chapter 15. LANDLORD certifies that to the best of its knowledge all CITY employees and officers participating in this Lease have also complied with that Ordinance. It is agreed by the parties that any violation of the Code of Ethics constitutes grounds for the CITY to void the Lease. All questions relative to this section shall be referred to the CITY's Ethics Officer.
- D. This Lease contains the entire agreement of the parties hereto on the matters covered herein. No other agreement, statement, amendment, modification or promise made by any party or by any employee, officer, or agent of any party shall be binding, unless it is in writing and signed by all the parties to this Lease.
- E. This Lease may be executed in any number of counterparts, all of which shall constitute a single agreement, any of which bearing signatures of all parties shall be deemed an original.

LANDLORD and CITY, having duly approved and signed this Lease, agree to be bound by the provisions set forth herein.

FOR THE CITY OF MINNEAPOLIS

CPED Director or Designee
Finance Officer or Designee

Date: _____

FOR THE LANDLORD

Name of Corporation or Partnership

By _____
Its _____

By _____
Its _____