



"Historic Backus Community Center; the heart of International Falls, where all generations celebrate arts, culture, recreation, wellness and life-long learning"

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made and entered into as of this **1st day of December, 2026**, between **Citizens for Backus/AB, Inc.**, a Minnesota nonprofit corporation, whose address is 900 5th Street, International Falls, Minnesota, 56649 (the "Landlord") and **ISD 361**, whose address is 1515 11th Street, International Fall, MN 56649, (the "Tenant").

ARTICLE I - GRANT and TERM

- 1.1 **LEASED SPACE.** In consideration of the rents, covenants and agreements. Herein reserved and contained on the part of Tenant to be performed, Landlord does hereby lease to Tenant the gym located in the Backus Community Center (the "Community Center") owned by Landlord, located at 900 Fifth Street, International Falls, Minnesota (the "Leased Space"). The lease space is noted as "The Gym", on the main floor.
- 1.2 **TERM.** The term of this Lease and Tenant's obligation to pay rent hereunder shall commence on **December 01, 2026** (the "Commencement Date"). The provisions of this Lease shall expire on **February 28, 2027**. Five (5) months after the Commencement Date (the "Term").
- 1.3 **TERMINATION.** Either Landlord or Tenant may, by 60 days written notice to the other, terminate this lease as of the last day of the term of this Lease. If neither party so terminates this Lease, it shall automatically continue in effect, terminable by either party upon 60 days written notice, prior to the expiration of the current term. New Lease rates for rent, utilities and common areas will be provided to Tenants 90 days prior to the last day of the term of this Lease.
- 1.4 **USE OF COMMON AREAS.** Tenant shall have the non-exclusive right to use the entry ways, elevators, stairs, hallways, and restrooms of the Community Center. Use of the public areas of the Community Center shall be subject to such rules and regulations for use of such areas as may be established from time to time by the Landlord. The parking areas, entry ways, elevators, stairs, hallways and other common area spaces may be used by Tenant, its employees and invitees only during the time reasonably required to pass to and from the Leased Space. Tenants, its employees and invitees shall not loiter or wait in such common area spaces or in the restrooms.
- 1.5 **ACCESS TO COMMUNITY CENTER.** Tenant, its employees and invitees shall have access to Community Center during all business hours established by Landlord for the facility.
- 1.6 **CONDITIONS TO DELIVERY.** Delivery, the landlord will make no improvements to the space, it is delivered "As Is"
- 1.7 **TENANT IMPROVEMENTS.** All Tenant improvements shall be approved prior to commencement of such improvements and shall be completed at the Tenant's expense.

ARTICLE II – RENT

- 2.1 RENT DURING FIRST YEAR. For the first year of the Term Tenant agrees to pay to Landlord at the address provided for in Section 10.6 hereof, rent in the amount of \$2,720.00, payable in two equal installments of \$1,360.00, due on the 1st of December 2026 and 1st January 2027, without deduction or set-off, commencing on the first day of the first full month after the Commencement Date (the “First Rental Payment Date”).
- *32 hours game time (16 games, 2 hours each). Rental at \$.45.00/hour = \$1,440.00*
 - *Added game day charge, \$80.00/game. 16 games = \$1,280.00*
 - *Total payment = \$2,720.00*
- 2.2 RENT DURING ADDITIONAL YEARS. Rent payable by Tenant after the first year of the Term (including any and all Option years) shall increase by an amount as mutually agreed to by the parties hereto, but not less than two percent (2%) for each additional year during the Term and not more than the most recent Consumer Price Index average for the previous year of the Term, as determined by Landlord. If the most recent Consumer Price Index average for the previous year of the Term is less than two percent (2%), as determined by Landlord, the rent for that year of the Term shall increase by two percent (2%). The exact increase in rent provided for in this Section shall be mutually agreed to by the parties hereto not later than (i) for the second year of the Term, the date which is 12 months after the First Rental Payment Date (the “Successive Rental Payment Date”), and (ii) for each additional year during the Term (including all Option years), the date which is 12 months after each Successive Rental Payment Date.
- 2.3 ADDITIONAL RENT. Any other charges to be paid by Tenant pursuant to the provisions of any other sections of this Lease shall be designated as “additional rent”. Failure of Tenant to pay “additional rent” shall give Landlord the right to declare an event of default under this Lease.
- 2.4 RENT DELINQUENCIES. Should the Tenant, for any reason whatsoever, fail to pay, when the same is due and payable, any rent payment, Tenant shall pay a late penalty of \$50. An additional charge equal to the interest expense of that portion of the debt obligation will take place for every 30 days the rental payment is late after the first of the month.

ARTICLE III - USE OF PREMISES

- 3.1 TENANT’S USE. During the Term, the Leased Space shall be used solely for the Tenant’s business purposes and for no other purpose without the prior written consent of Landlord.
- 3.2 COMPLIANCE WITH LAWS and REGULATIONS. Tenant covenants and agrees that at all times during the Term it will maintain and conduct its business insofar as the same relates to the occupancy of the Leased Space in such a manner and under such regulations as to be in strict compliance with any and all applicable governmental laws, rules, regulations and orders, as well as any and all applicable provisions of insurance of the Leased Space or of the Community Center.
- 3.3 AFFIRMATIVE COVENANTS OF TENANT. Without in any way limiting or restricting other covenants of Tenant elsewhere in this Lease, the Tenant affirmatively covenants and agrees as follows:
- a) Tenant shall neither permit, suffer nor conduct activities creating noise, odor or other nuisance in, on or about the Leased Space to annoy or disturb any person occupying adjacent premises or

- common areas;
- b) Tenant shall keep the Leased Space, including all service and/or loading areas for the Leased Space, free from all litter, dirt and obstructions;
 - c) Tenant shall arrange for and accept deliveries only at such times, in the areas, and through entrances designated for such purpose by Landlord;
 - d) Tenant shall keep the Leased Space clean and in the sanitary condition required by ordinance and regulations of any governmental unit having jurisdiction;
 - e) Tenant shall neither permit nor suffer the Leased Space, or the walls, ceilings or floors thereof, to be endangered by overloading; and
 - f) Smoking is prohibited on the entire property, including individual units and all common areas. Tenant agrees and acknowledges that the premises to be occupied by Tenant have been designated as a smoke-free living environment. "Smoking" means inhaling, exhaling, burning, vaping, or carrying any lighted cigar, cigarette, pipe or any other device containing any tobacco product, or any other leaf, weed, plant or other products. Tenant and members of Tenant's rental space shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in any of the common areas or adjoining grounds within 25 feet of such building or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

ARTICLE IV - MAINTENANCE AND REPAIRS

- 4.1 **RESPONSIBILITY FOR MAINTENANCE and REPAIRS.** The parties hereto agree that, from and after the date that possession of the Leased Space is delivered to Tenant, and until the end of the Term, Landlord will be responsible for all repairs, maintenance and replacements to the Leased Space including, but not limited to, structural repairs and replacements, the interior and exterior portions of all doors, windows, plate glass, locks, frames, hardware and showcases surrounding and incorporated into the Leased Space; the mechanical plumbing, heating, air conditioning and/or cooling, ventilating and electrical equipment and systems; partitions, and all other fixtures, appliances and facilities furnished by Landlord. Tenant shall not be responsible for repair or damage caused by the negligence of Landlord, its employees or agents but shall be responsible for any repair or damage caused by the negligence of the Tenant, its employees, guests, invitees or agents. Tenant shall be required to pay for any structural repairs, alterations, or unscheduled improvements that are required by governmental rules, orders or regulations as a result of Tenant's use and or occupancy of the Leased Space. Landlord may inspect the Leased Space to insure Tenant's compliance with the above and foregoing requirements. When there is scheduled maintenance or inspections, Landlord will provide 24 hour notice to the Tenant. In the event of emergency maintenance, landlord will provide notice by phone call to the tenant. Tenant accepts the Leased Space as being in good and sanitary order, condition and repair.
- 4.2 **SURRENDER OF PREMISES.** At the expiration or termination of this Lease, Tenant shall surrender the Leased Space in the same condition as existed on the Commencement Date, ordinary wear and tear excepted. All fixtures, structural alterations or improvements that have become attached to the Leased Space, except trade fixtures, shall become a part of the Leased Space and shall become the property of Landlord. Further, within ninety (90) days prior to the expiration of the Term, Landlord shall during reasonable business hours have the right to show the Leased Space to third parties for the purpose of again leasing the same.

ARTICLE V – UTILITY CHARGES

- 5.1 **CHARGES.** Tenant shall pay for its allocable share of charges, based on the square footage of the Leased Space in proportion to the square footage of the Community Center, of the following utilities: electricity, heat, air conditioning and common area charges (i.e. snow removal, sewer, water, gas, refuse, custodial services) (collectively, the “Utility Charges”).
- 5.2 Section Deleted
- 5.3 **SUPPLY OF UTILITIES.** Landlord shall not accept responsibility for repairing any failure or defect in the supply or character of the utilities comprising the Utility Charges by reason of any change, requirement, act, neglect or omission of the public utility serving the Leased Space or for any reason not attributed to Landlord.
- 5.4 **INTERRUPTION OR DISCONTINUANCE OF LANDLORD’S SERVICE.** Tenant agrees that Landlord shall not be liable for failure to supply any service when Landlord uses reasonable diligence to supply the same, it being understood that Landlord reserves the right to temporarily discontinue such services, or any of them, at such times as may be necessary by reason of accident, unavailability of employees, failure of supply, repairs, alterations or improvements, or by reason of fire, strikes, flood, lockouts, riots, acts of God or any other happening beyond the reasonable control of the Landlord. When Landlord causes services to be rendered by independent third parties, Landlord shall have no liability for the performance thereof or liability therefore.
- 5.5 **TELEPHONE SERVICE and INTERNET ACCESS.** The Leased Space will have phone conduit and cable provided, the tenant is responsible to provide its own telephone and internet service, provided it does not result in any structural alterations to the Leased Space or other area within the Community Center, or cause any unreasonable disruption of telephone, computer, or electronic services provided to other tenants or occupants of the Community Center.
- 5.6 **INSPECTION FEES.** The Tenant shall pay prorated of the total cost to the Landlord of building system inspections including, but not limited to, fire alarm/smoke alarm system inspection, fire extinguisher inspection, elevator inspection, sprinkler system inspection, building alarm inspection, and boiler inspection.

ARTICLE VI - ALTERATIONS AND TENANT IMPROVEMENTS

- 6.1 **ALTERATIONS.** Tenant may, from time to time during the Term, make, at its own cost and expense, alterations or changes in the interior of the Leased Space in good and workmanlike manner in compliance with all applicable requirements of law, provided Tenant follows the notice procedure and obtains Landlord’s prior written consent, all in accordance with this Article. Upon completion of such alterations, Tenant shall present Landlord a copy of the endorsement to Tenant’s fire and extended coverage insurance policy which endorsement shall incorporate said alterations into the policy. All costs of any such work shall be paid promptly by Tenant so as to prevent the assertion of any liens for labor or materials. Tenant shall allow no work on the Leased Space that could result in attachment to the Leased Space or to the Community Center of mechanics’ or materialmen’s liens without first securing payment and performance bonds for such work in a form satisfactory to Landlord.

- 6.2 **NOTICE TO LANDLORD.** Prior to the initiation of any alterations, Tenant shall give Landlord written notice thereof and specify the work to be performed in reasonable detail and provide as much information as possible as to the nature, timing, and process to be undertaken with the construction project. After receipt of said notice, Landlord shall have a reasonable period of time during which it shall make a determination, in its sole discretion, as to whether the proposed work would create an undesirable structural or design change in the Leased Space. Tenant shall provide Landlord, upon request; with any further information reasonably necessary for such determination by Landlord and Tenant shall not commence work or accept materials prior to receiving written notice of Landlord's approval. Any notice that is required under this Lease shall be deemed "given" upon hand delivery or three (3) days after prepaid posting in the U.S. Mail which shall first occur. Notice shall be addressed to:

Landlord: Citizens for Backus/AB, Inc.
Attn: Executive Director
900 Fifth Street
International Falls, Minnesota 56649

- 6.3 **LEASED IMPROVEMENTS.** All fixtures, furnishing, and finishing shall be the responsibility of Tenant, at Tenant's expense, and subject to the provisions of Sections 6.1 and 6.2 hereof.
- 6.4 **SIGNS.** No signs, advertisements, placards, or notices shall be placed or painted on any part of the Leased Space or the Community Center without the prior written authorization of Landlord. Landlord may install or require installation of signage to direct employees and invitees of Tenant to the Leased Space. Such signage shall be installed at the expense of Tenant and, if installed by Landlord, will be charged to Tenant as Additional Rent.
- 6.5 **NOISE MITIGATION.** If Tenant's operations, programs, invitees, clients or patrons cause noise that is annoying, disruptive or distracting to other tenants or employees, invitees or patrons of the Community Center, Landlord shall notify Tenant of such noise. Landlord and Tenant shall meet and confer about changes in Tenant's operation, procedures, hours of operation, programs or other changes that could result in elimination of such noise. Tenant and Landlord will communicate regarding any noise disturbance, and will work to mitigate and noise conflict with any other tenant. Tenant's operations continue to create noise that is annoying, distracting or disruptive, Landlord may declare an event of default under Section 9.1 and exercise its remedies under Section 9.2 hereof.

ARTICLE VII - PUBLIC LIABILITY

- 7.1 **TENANT LIABILITY INSURANCE.** Tenant shall during the entire term of this Lease keep in full force and effect insurance for public liability and property damage insurance with respect to the Leased Space, and the business operated by Tenant. The limits of liability shall not be less than: \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; \$1,000,000 personal and advertising injury; \$1,000,000 each occurrence; \$50,000 fire damage (any one fire); and \$5,000 medical expense (any one person). The policy shall name the Landlord as an additional insured and shall contain clauses that losses shall be payable notwithstanding any act or negligence of the insured that might otherwise result in forfeiture of said insurance, and that the insurer will not cancel or change the insurance without first giving the Landlord thirty (30) days prior written notice. The insurance shall be with an insurance company approved to do business in

the State of Minnesota and reasonably acceptable to the Landlord. Tenant shall deliver a copy of the Certificate of Insurance, showing Landlord as an additional insured, to Landlord prior to taking possession of the Leased Space, and a renewal certificate at least thirty (30) days prior to the expiration date of any policy term.

ARTICLE VIII - DESTRUCTION AND RESTORATION

- 8.1 **DAMAGE.** If a significant portion of the Leased Space shall be damaged or destroyed by any uninsured casualty, Landlord shall have the option to rebuild the same or to terminate this Lease. If the Leased Space cannot be repaired and restored within ninety (90) days from the date of the damage, then the Landlord has the right to terminate this Lease from the date of such damage or destruction by giving a notice to the Tenant.
- 8.2 **PROTECTION FROM SUBROGATION.** Anything in this Lease to the contrary notwithstanding, neither Landlord nor Tenant shall be liable to the other for any business interruption or any loss or damage to property or injury to or death of persons occurring on the Leased Space or the adjoining properties, mall areas, sidewalks, streets or alleys, or in any manner growing out of or connected with Tenant use and occupation of the Leased Space, or the condition thereof or of mall areas, sidewalks, streets or alleys adjoining caused by the negligence or other fault of Landlord or Tenant or of their respective agents, employees, subtenants, licensees or assignees to the extent that such business interruption or loss or damage to property or injury to or death of a person is covered by or indemnified by proceeds received from insurance covered by the other party; and Landlord and Tenant each hereby respectively waive all rights of recovery against the other, its agents, employees, subtenants, licensees and assignees, for any such loss or damage to property or injury to or death of persons to the extent the same is covered by proceeds received from insurance provided by the other party, or for which reimbursement is otherwise received. Landlord's and Tenant's respective policies of insurance shall each contain a waiver of subrogation provision incorporating the above covenant and providing that the insurance shall not be invalidated by the insured's written waiver prior to a loss of any or all right of recovery against any party for any insured loss. It is expressly understood that Landlord shall not be liable to Tenant for any damages incurred by the latter as a result of the above and foregoing events; save and except as to any such damages caused by the willful negligence of the Landlord, its agents or employees, provided such damages are not recoverable by Tenant pursuant to the insurance policies required to be provided by Tenant under this Lease or otherwise.

ARTICLE IX – TENANT'S DEFAULT

- 9.1 **EVENTS OF DEFAULT.** The following events shall be deemed to be events of default by Tenant under this Lease:
- (a) Tenant shall fail to pay when due any installment of rent, or other charges provided herein, or any portion thereof and the same shall remain unpaid after the first of the next succeeding month; or
 - (b) Tenant shall for reasons other than those specifically permitted in this Lease, cease to conduct its normal business operations in the Leased Space or shall vacate or abandon the Leased Space. Tenant will be deemed to have vacated, closed or abandoned the Leased Space if it fails to conduct its business on the Leased Space during regular working hours for a period of more than ten (10) consecutive business days; or
 - (c) Tenant shall do or permit to be done anything that creates a lien upon the Leased Space; and

does not cause said lien as to Landlord's interest in the property to be released within ten (10) days after written notice from Landlord; or

- (d) Any representation or warranty made in writing to Landlord in this Lease or in connection with the making of this Lease by Tenant shall prove at any time to have been incorrect in any material respect when made or becomes incorrect; or
- (e) Tenant shall have failed to comply with any other provisions of this Lease and shall not cure any failure within thirty (30) days, or such longer period of time as may be reasonably required to cure such default, after Landlord, by written notice, has informed Tenant of such noncompliance; or

9.2 LANDLORD'S REMEDIES. Upon the occurrence of any of the above listed events of default, Landlord may elect to either: (1) terminate this Lease; or (2) terminate Tenant's right to possession only without terminating this Lease, hereinafter referred to as "re-entry"; or (3) pursue any other remedy available at law or in equity. Landlord shall have all remedies provided in the Lease and under governing law. All of the remedies given to Landlord in this Lease or by law shall be cumulative, and the exercise of one right or remedy by Landlord shall not impair its right to exercise any other right or remedy.

In the event of election under (2) above to terminate Tenant's right to possession only, Landlord may, at Landlord's option, proceed to demand possession by notice and proceeding under the Unlawful Detainer Law of Minnesota and take and hold possession thereof without such proceeding or entry into possession terminating this Lease or releasing Tenant in whole or in part from Tenant's obligation to pay the rent hereunder for the full term. Upon re-entry Landlord may remove all personal property from the Leased Space and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage that may be occasioned thereby. Upon and after entry into possession without termination of this Lease, Landlord shall use reasonable efforts to relet the premises, or any part thereof for the account of Tenant, to any other person, firm or corporation, for such rent and other charges for such time and upon such terms as Landlord, in Landlord's sole discretion shall determine, but Landlord shall not be required to accept any potential tenant offered by Tenant or to observe any instruction given by Tenant about such reletting. Landlord may make repairs or redecorate the premises to the extent deemed by the Landlord necessary or commercially reasonable. Notwithstanding any action of possession or re-entry into the Leased Premises by the Landlord as permitted in this Article, or termination of this Lease as permitted under this Article, it is stipulated and agreed that Tenant shall remain liable to Landlord for damages for breach of this Lease and of Tenant's covenants hereunder in an amount equal to the total of the following:

- (a) All fixed minimum rent, Additional Rent, late charges, Utility Charges, and any and all charges payable by Tenant hereunder or under other agreements with the Landlord due for the period prior to the date of termination of this Lease or re-entry but unpaid, together with additional late charges from the due date until paid; plus
- (b) All costs and expenses incurred by Landlord in connection with re-entry and repossession of the Leased Space, the repair, renovation, remodeling, or redecoration thereof to the state required by this Lease upon termination, or as may be necessary for reletting, and any brokers' commissions, attorneys' fees, and other charges incurred in connection therewith or in connection with reletting the Leased Space, including attorneys' fees, expended in the collection of rents; plus
- (c) A sum equal to the present value of all rents that would have been payable hereunder after the date of re-entry for the balance of the Term had there not been re-entry, together with interest thereon at the rate of two percent (2%) per annum in excess of the prime rate as quoted by U.S.

Bank National Association to its best customers, provided that, in the event the Leased Space is relent (which relenting shall in no event relieve or release Tenant of or from liability for damages hereunder) for all or any part of the balance of the Term hereof then, for each month during such relenting for which Landlord receives net charges derived from such relenting, Tenant shall be entitled to a credit against its liability to Landlord for such month in an amount equal to such net charges, and provided further that, in lieu of damages set forth in the foregoing provisions of this Section, Landlord may waive such foregoing provisions and elect, by written notice to Tenant within ninety (90) days after re-entry, to receive forthwith as liquidated damages for such breach, in addition to the amounts specified above, a sum equal to fifteen percent (15%) of the rents that would have been due and payable for the portion of the balance of the Term from the date of re-entry through the end of the Term.

- 9.3 COSTS, EXPENSES and ATTORNEYS FEES. If one party is required to seek legal counsel for collection or to commence litigation or arbitration in order to enforce the covenants and agreements of this Lease, the party prevailing in such collection, litigation or arbitration shall have the right to reimbursement from the other party of all reasonable costs, expenses and attorney's fees.

ARTICLE X - MISCELLANEOUS PROVISIONS

- 10.1 HOLDING OVER. If either party terminates this Lease and in the event that Tenant continues to occupy the Leased Space after the expiration of the Term without entering into a new Lease hereof said tenancy shall be construed to be a "tenancy from month to month" upon all of the other terms and conditions herein contained, except where the same are not applicable, and except that the rental during such holdover period shall be the then current "minimum rent" plus fifty percent (50%) thereof and all Additional Rent shall continue to be paid as provided herein.
- 10.2 ENTIRE AGREEMENT. This Lease is executed in identical counterparts, each of which, when bearing original initials of the parties on each page and at each change in the text hereof as well as original signatures at the end of the document, shall constitute an original for all purposes. All previous agreements, whether oral or written, are superseded by and merged with this Lease. Subsequent changes shall not be binding unless reduced to writing and signed by the parties hereto.
- 10.3 INVALIDATION OF PARTICULAR PROVISIONS. If any clause, term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. It is the intention of the parties hereto that in lieu of each clause, term or provision of this Lease that is illegal, invalid or unenforceable, there be added as part of this Lease a clause, term or provision similar to such illegal, invalid or unenforceable clause, term or provision as may be possible and would be legal, valid and enforceable.
- 10.4 PROVISIONS BINDING, ETC. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and legally appointed representatives, respectively, of the Landlord and the Tenant. Each term and each provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition.
- 10.5 GOVERNING LAW. The laws of the State of Minnesota shall govern the interpretation, validity,

performance and enforcement of this Lease.

- 10.6 HEADINGS. The headings, section numbers and article numbers appearing in this Lease are not intended in any manner to define, limit or describe the scope of any such section or article and are solely inserted for reference purposes.
- 10.7 ASSIGNMENT and SUBLETTING. Tenant will not assign this Lease and will not sublet any part of said premises without the consent in writing of the Landlord. Tenant hereby agrees that if the Tenant shall be declared bankrupt, shall have a receiver appointed of its property, shall make an assignment for benefit of its creditors, or its rights hereunder shall be taken under execution, it shall be construed as an assignment of this lease within the meaning hereof.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

LANDLORD: CITIZENS FOR BACKUS/AB, INC.

BY: _____

Todd Ojala, Executive Director

Date: _____

9-30-2026

TENANT: ISD 361

BY: _____

Timm Ringhofer, Athletic Director

Date: _____

Revised and approved by Board of Directors: April 11, 2019

