



**Board Meeting Date:** 6/12/2023

**TITLE:** Lease Agreement with Minnesota Gifted & Talented, Inc.

**TYPE:** Consent

**PRESENTER(S):** Dr. Anne Marie Leland, Director of Community Ed & Strategic Partnerships

**BACKGROUND:** The term of the lease is July 1, 2023, through June 30, 2024. The rent will total \$1,910.

**RECOMMENDATION:** Approve the leasing of premises on the 1<sup>st</sup> floor of the Edina Community Center to the Minnesota Gifted & Talented, Inc, and authorize Board Chair to sign the lease agreement.

**ATTACHMENTS:**

1. Lease Agreement



BUILDING LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made as of the 10<sup>th</sup> day of May, 2023, by and between Independent School District No. 273, Edina Public Schools ("Landlord") and Minnesota Gifted & Talented, Inc., ("Tenant").

WHEREAS, the Landlord owns the building located at 5701 Normandale Road, Edina, MN 55424;

WHEREAS, the Tenant seeks space to conduct its operations; and

WHEREAS, the parties desire to provide for the ongoing use of said building.

NOW THEREFORE, the parties agree to the following:

**1. Leased Premises.**

1.1 The Landlord hereby leases to the Tenant the space as shown in Exhibits A (building map) and B (parking map) (“Leased Premises”) in the building and its premises located at 5701 Normandale Road, Edina, MN 55424 (“Building”). The Leased Premises is approximately 150 square feet on the 1<sup>st</sup> floor of the Building. This Lease also includes rights of access to the Leased Premises and shared use of the Common Areas, defined in Paragraph 5, in the Building. The Leased Premises includes all water, gas, sewer, compressed air, and electrical lines above the ceiling, or below the floor or in the basement that are serving only the Leased Premises and no other space in the Building.

1.2 The Tenant is taking the Leased Premises in “AS IS” condition and the Landlord is under no obligation to make any alterations, additions, improvements, or decoration in or to the Leased Premises, except as provided in the Lease.

**2. Term.**

2.1 The term of this Lease (“Term”) will be 12 months, beginning July 1, 2023, and termination on June 30, 2024.

**3. Use.**

3.1 The Tenant may use and occupy the Leased Premises solely for its operations described herein: organizational offices, including any and all activities that are reasonably related to these described operations. The Tenant will not use or permit the Premises to be used for any other purpose(s) without the prior written consent of the Landlord.

3.2 The Tenant must familiarize itself with and adhere to the Landlord’s policies, including but not limited to its policies on non-discrimination, prohibition of the use of tobacco products, prohibition of alcohol, prohibition of illicit drugs, firearms prohibition, recycling policy, equal opportunity policy, parking limitations, latex-free policy, and facilities use policy. The Tenant must educate its volunteers, employees, patients, guests or invitees on said policies. These policies are available on the Landlord’s website or upon the written request of the Tenant.



**DEFINING EXCELLENCE**

3.3 The Tenant agrees to be responsible for the costs of any repair and all damage caused by the Tenant's use of the Leased Premises.

3.4 The Landlord closes the Building and its premises, including the Leased Premises, on holidays. The Landlord will inform the Tenant of these holidays.

#### **4. Rent.**

4.1 The Tenant agrees to pay to the Landlord as rent for the Leased Premises for the Term hereof the annual base rent in the following amounts to be paid in equal monthly installments ("Monthly Base Rent") during each of the incorporated lease years: commencing July 1, 2023 and continuing through June 30, 2024, the Annual Base Rent is \$1,910. The Tenant will pay Monthly Base Rent equal to \$159.

4.2 The Monthly Base Rent is due and payable by the Tenant in advance on the first day of each calendar month during the Term of this Lease, or any extension or renewal thereof, at the office of Landlord at 5701 Normandale Road, Edina, Minnesota 55424, or at such other place as the Landlord may designate, with written notice of designation to the Tenant.

4.3 In the event of any fractional calendar month at the beginning or termination of the Term, the Tenant will pay for each day in such partial month a rental equal to 1/30 of the Monthly Base Rent. All Base Rent and all additional rent or other charges payable by the Tenant pursuant to the terms of this Lease that are not paid within five days after the amounts are due will bear interest from the date due at the rate of (18%) per annum or the highest rate permitted by law, whichever is lower.

#### **5. Common Areas.**

5.1 The Tenant agrees that the use of the Common Areas, including but not limited to all halls, passageways, elevators, restrooms, parking areas and landscaped areas in the Building or its premises ("Common Areas"), by the Tenant or the Tenant's volunteers, employees, patients, guests or invitees, are subject to the applicable policies, rules, and regulations as may from time to time be made by the Landlord for the safety, comfort and convenience of the owners, occupants, tenants and business invitees of the Building. Use of the roof of the Building is reserved exclusively for the Landlord. The Tenant agrees that no awnings or shades will be used upon the Leased Premises except such as may be approved by the Landlord and that the exterior appearance of all window coverings will conform to Building standard as established by the Landlord.

5.2 In addition to the Leased Premises, the Tenant has the right of non-exclusive use, in common with others, of (1) certain automobile parking areas (as identified in Exhibit B), so long as such areas are available for and designated by the Landlord for parking, driveways and footways, and (2) loading facilities, freight elevators and other facilities as may be constructed and designated, from time to time, by the Landlord. All usage is subject to the terms and conditions of this Lease and to reasonable rules and regulations including, but not limited to, rules and regulations with respect to employee parking for the use thereof as prescribed from time to time by the Landlord. The Landlord reserves the right to charge the Tenant and its volunteers, employees, patients, guests or invitees for use of reserved parking areas, to relocate such parking areas and to terminate the use of any portion of the Land for parking.

5.3 The Landlord will not be responsible for any loss, theft or damage to vehicles or contents thereof, parked or left in the parking areas of the Building.



**DEFINING EXCELLENCE**

5.4 The Tenant agrees not to use or permit its volunteers, employees, patients, guests or invitees to use the parking areas for overnight storage of automobiles or other vehicles.

5.5. The Tenant will give the Landlord notice within 48 hours of becoming aware of any defect in the Common Areas.

## **6. Utilities and Service.**

6.1 The Landlord provides normal heating and air conditioning for the Leased Premises during the hours of 7:00 a.m. through 10:00 p.m. on Mondays through Fridays, and 8:00 a.m. through 3:00 p.m. on Saturdays and Sundays ("Normal Operating Hours") as required for normal comfort and in accordance with Minnesota energy use guidelines (holidays excepted).

6.2 The Landlord provides electricity as necessary for normal office use.

6.3 The Tenant will not install any type of air conditioning equipment or units without the prior written consent of Landlord, which consent will be within Landlord's sole discretion.

6.4 The Landlord will provide hot and cold water for normal restroom use and for limited employee coffee/tea services installed in accordance with Landlord's rules and regulations from time to time established. Landlord shall provide normal janitorial service on Mondays through Fridays (holidays excepted).

6.5 The Landlord agrees to furnish, at its sole cost and expense, all lamps, bulbs, tubes, starters and ballasts in connection with the lighting of the Leased Premises.

6.6 No temporary interruption or failure of utility or other services incidental to the making of repairs, alterations or improvements or due to accidents or strike or conditions or events not under the Landlord's reasonable control will be deemed as an eviction of the Tenant or relieve the Tenant from any of its obligations hereunder.

6.7 If the Landlord reasonably determines that the use by the Tenant of any utility or other service in the Leased Premises is disproportionate to the use of other tenants, the Landlord may charge the Tenant its share for the cost thereof from a date reasonably determined by the Landlord to take equitable account of the disproportionate use.

6.8 Any use of the Building by the Tenant, its employees, agents, students, or invitees not within the Normal Operating Hours as set forth above, or as a result of any extracurricular activity sponsored by or associated with the Tenant, may result in additional rent and charges for the cost of such additional utilities and service required as described herein. In addition to the foregoing, these additional charges may include any cost incurred by the Landlord as a result of labor, security, or other precautions necessary by the Landlord to protect the Landlord's and other tenants' property prior to or during any of the foregoing uses by the Tenant. These additional rents will be in an amount as reasonably determined by the Landlord. These additional rents will be due and payable by the Tenant upon receipt from the Landlord of such amount and upon the same terms and conditions as Monthly Base Rent pursuant to Paragraph 4. The Tenant will contact the Landlord prior to any use outside of the Normal Operating Hours of use to establish the terms of such use.

## **7. Non-Liability of Landlord.**

7.1 Except in the event of negligence of the Landlord, its agents, employees or contractors, the Landlord is not liable for any loss or damage resulting from or caused by any failure to furnish heat, electricity, water, gas, air conditioning or sprinkler system, nor for any other reason for any consequential damage arising from interruption of any utility or services, nor is the Landlord liable for personal injury, death or any damage from any cause about the Leased Premises or the Building.

## **8. Care of Premises.**

8.1 The Tenant agrees to keep the Leased Premises in as good condition and repair as they were in at the time the Tenant took possession of same, reasonable wear and tear and damage from fire and other casualty for which insurance is procured excepted.

8.2 The Tenant agrees to keep the Leased Premises in a clean and sanitary condition.

8.3 The Tenant agrees not to commit any nuisance or waste on the Leased Premises, overload the structural elements of the Leased Premises or facilities, throw foreign substances in plumbing facilities, or waste any of the utilities furnished by the Landlord.

8.4 The Tenant agrees to adhere to the Landlord's policies, rules, and regulations, as promulgated and amended from time to time, including but not limited to its: non-discrimination, prohibition of the use of tobacco products, prohibition of alcohol, prohibition of illicit drugs, firearms prohibition, recycling policy, equal opportunity policy, parking limitations, latex-free policy, and facilities use policy. The Tenant must educate its volunteers, employees, patients, guests or invitees on said policies. These policies are available on the Landlord's website or upon the written request of the Tenant.

8.5 The Tenant agrees not to overload the electrical, water and/or plumbing facilities installed by the Landlord.

8.6 The Tenant agrees to provide the necessary security, including labor, necessary to protect the Landlord and other tenants' premises and property prior to and during any extracurricular activity either associated with or sponsored by the Tenant.

8.7 If the Tenant fails to keep and preserve the Leased Premises in the state of condition required by the provisions of this Lease, the Landlord may at its option put or cause the same to be put into the condition and state of repair agreed upon, and in such case the Tenant, on demand, will pay the Landlord the cost thereof plus 18% for Landlord's overhead.

## **9. Non-permitted Usage.**

9.1 The Tenant agrees to use the Leased Premises and Common Areas only for those purposes set forth by the Lease.

9.2 The Tenant agrees to ensure that neither it nor any person whose presence on the Leased Premises or in the Common Areas is related to the Tenant's use of the Premises or Common Areas will commit or permit any act to be performed on the Premises or in Common Areas that (1) violates law; (2) violates the Landlord's policy; (3) may cause an increase in Landlord's insurance rates for the Building; and/or (4) is in violation of any provision of any Landlord's insurance policies for the Building.

9.3 In many cases possession of a firearm on school property, even by a person authorized by permit to carry such a firearm, is illegal. By signing this lease, the Tenant agrees to familiarize itself with the statutory restrictions on possession such a weapon on school property and enforcing those provisions.

9.4 The Tenant agrees to ensure that neither it nor any person whose present on the Leased Premises or in the Common Areas is related to Tenant's use of the Leased Premises or Common Areas disturbs other occupants of the Building or permits the occurrence of any act in the Building or commons areas that causes or threatens injury to persons or property.

## **10. Assignment.**

10.1 The Tenant will not assign this Lease without the prior written consent of the Landlord, which consent is entirely in the Landlord's discretion. The prior written consent of the Landlord in one instance does not constitute a waiver of the Landlord's rights under this paragraph to any subsequent assignment, subletting, or licensing.

10.2 The Landlord's right to assign this Lease is unqualified. Upon any sale or transfer of the Landlord's interest in the Building and provided the purchaser assumes all obligations under this Lease, the Landlord will thereupon be entirely freed of all obligations of the Landlord hereunder and will not be subject to any liability resulting from any act or omission or event occurring after such conveyance.

## **11. Loss by Casualty.**

11.1 If all or a part of the Leased Premises and/or the Building are damaged or destroyed by fire or other casualty, the Landlord has the right to terminate this Lease, provided, the Landlord gives written notice thereof to the Tenant within 180 days after such damage or destruction.

11.2 If the Lease is not terminated by the Landlord as provided, then the Landlord, will, at its own expense, restore the Leased Premises and the Building to as near the condition that existed immediately prior to such damage or destruction as is reasonably possible; provided, however, the Landlord is not responsible for the restoration, repair and replacement of the Tenant's fixtures, personal property, equipment or improvements made by the Tenant to the Leased Premises.

11.3 When the Leased Premises are tenantable, the Tenant will properly restore, repair or replace the Tenant's work and other improvements made by Tenant in order to restore the Leased Premises to their original condition immediately preceding the damage.

11.4 Whether or not the Landlord elects to restore the Leased Premises and/or the Building, the Tenant's Monthly Base Rent will abate during such period of time as the Leased Premises are untenable in the proportion that the untenable portion of the Leased Premises bears to the entire premises.

## **12. Right of Entry.**

12.1 The Landlord, its employees, and its agents have the right, without any diminution of rent, additional rent or other charges payable hereunder by the Tenant, to enter the Leased Premises at all reasonable times and upon reasonable notice for the purpose of inspection, cleaning, repairing, altering or

improving the same or the Building. Nothing contained in this paragraph will be construed so as to impose any obligation on the Landlord to make any repairs, alterations or improvements.

12.2 During the six month period prior to the end of the Term of this Lease, the Landlord has the right to show the Leased Premises to potential future lessees at reasonable times and upon reasonable notice. The Landlord also has the right to erect a suitable sign indicating that the Leased Premises is available for lease.

### **13. Alterations to Leased Premises.**

13.1 Except as otherwise provided in the Lease, the Tenant will not make any alterations, repairs, additions or improvements in or to the Leased Premises without the prior written consent of the Landlord in each instance. The Tenant agrees to indemnify and save the Landlord free and harmless from any liability, loss, cost, damage or expense including reasonable attorney's fees incurred by reasons of any said alteration, repairs, additions or improvements.

13.2 The Landlord has the right to make changes or revisions to the premises so as to provide additional leasing area. The Landlord also has the right to (1) construct additional buildings on the premises, including all or a portion of the then existing parking areas, for purposes the Landlord may deem appropriate, (2) relocate the parking areas, and (3) enter the Leased Premises for the purpose of constructing and installing utility lines in the floor and above the ceiling of the Leased Premises.

### **14. Signage.**

14.1 The Tenant agrees that no signage will be installed, erected, attached or affixed to any portion of the interior or exterior of the Leased Premises, Building, or its premises without the express prior written consent of Landlord.

### **15. Security Deposit and Interest.**

15.1 The Tenant has deposited with the Landlord the sum of zero dollars and zero cents (\$0) as security for the faithful performance and observance by the Tenant of the terms of this Lease. If the Tenant defaults in any of the terms of this Lease, the Landlord may apply the whole or any part of the security deposit for the payment of any rent or additional rent or any other sum as to which the Tenant is in default, including but not limited to, any damages or deficiency in the reletting of the Leased Premises.

15.2 If any portion of the security deposit is so applied, the Tenant will, within 10 days after written demand therefore, deposit cash with the Landlord in an amount sufficient to restore the security deposit to its original amount. The Tenant's failure to do so results in a default under this Lease.

15.3 The Tenant grants to the Landlord, in the sole event that the Tenant becomes delinquent in the rent required to be paid by the Tenant, the chattels, fixtures and personal property belonging to Tenant, which now are or may hereafter be placed in the Leased Premise, to secure all rents due under the terms and conditions of this Lease. In the event there exists any security interest in this property that security interest is paramount and superior to the security interest herein created, the Landlord may satisfy said paramount security interest and all sums paid in satisfying said security interest will be considered additional sums owed to the Landlord by the Tenant hereunder.

15.4 The Landlord, in the event of a default by the Tenant of any covenant or condition herein contained, may exercise, in addition to any rights and remedies herein granted, all the rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law.

## **16. Default, Non-Payment of Rent.**

16.1 Any one or more of the following events is an Event of Default: (1) a payment of Monthly Base Rent or any other payment due from the Tenant to the Landlord remaining unpaid in whole or in part for more than five days after same is due and payable; (2) the Tenant violates or defaults on any of the other covenants, agreements, stipulations or conditions herein, and such violation or default continues for a period of 10 days after written notice from the Landlord of the violation or default; (3) the Tenant vacates or abandons the Leased Premises; or (4) the Tenant commences or has commenced proceedings under a bankruptcy, receivership, insolvency or similar type act.

16.2 If an Event of Default occurs, the Landlord may terminate this Lease, but without waiver of the rights thereafter and to re-enter the Leased Premises, with or without process of law, using such force as may be necessary to remove all persons or chattels therefrom. The Landlord is not be liable for damages by reason of any such re-entry. Notwithstanding re-entry by the Landlord, the Tenant is liable to Landlord for the Monthly Base Rent and all other sums provided for balance of the Term of this Lease. The Tenant will pay, in addition to the Monthly Base Rent and other sums agreed to be paid hereunder, such additional sums as a Court may adjudicate as reasonable attorney's fees in any suit or action instituted by the Landlord to enforce the provisions of this Lease, or the collection of the Monthly Base Rent or other sums due to Landlord hereunder.

16.3 The Landlord may relet all or any part of the Leased Premises for such portion of the remaining Term of this Lease and upon such terms and conditions as it deems reasonable. If the Landlord chooses to relet all or any part of the Leased Premises, the Landlord will deduct from the Tenant's obligations for Monthly Base Rent and other sums due the Landlord under this Lease, all rent received from a subsequent tenant, and the Tenant will pay monthly to Landlord any balance due in addition to the reasonable expenses which Landlord incurs relating to such reentry, reletting and necessary remodeling.

16.4 If an Event of Default occurs, the Landlord may at any time declare this Lease terminated and forfeited. The Tenant will pay to Landlord as damages for its breach of this Lease an amount equal to the balance due Landlord for the remaining Term of this Lease, less the reasonable rental value of the Leased Premises during such remaining term. The Tenant shall also be liable to the Landlord for the payment of interest on all rentals and other sums due the Landlord hereunder that are not paid within five days from the date same become due and payable. The amount of interest owed to Landlord is calculated at the highest permissible rate of interest allowed under the usury statutes of the State or at the rate of 18 percent per annum, whichever is less. For the purposes of this paragraph, interest is calculated beginning on the date rentals and other sums become due.

## **17. Surrender.**

17.1 On the last day of the Term of this Lease or on the sooner termination thereof in accordance with the term hereof, the Tenant will peaceably surrender the Leased Premises in good condition and repair consistent with the Tenant's duty to make repairs as provided in this Lease. On or before said last day, the Tenant, at its expense, will remove all of its equipment from the Leased Premises, repairing any damage caused thereby.





**DEFINING EXCELLENCE**

17.2 Any property not removed by the Tenant on or before said last day is considered abandoned property. All alterations, additions and fixtures other than the Tenant's equipment, which have been made or installed by either the Landlord or the Tenant upon the Leased Premises will remain as the Landlord's property and be surrendered with the Leased Premises as a part thereof, or will be removed by the Tenant, at the option of the Landlord, in which event the Tenant will at its expense repair any damage caused thereby.

17.3 If the Leased Premises are not surrendered at the end of the Term or the sooner termination thereof, the Tenant will indemnify the Landlord against loss or liability resulting from delay by the Tenant in so surrendering the Leased Premises, including, but not limited to, claims made by any succeeding tenant founded on such delay.

17.4 The Tenant will promptly surrender all keys for the Leased Premises to the Landlord at the place then fixed for payment of rent and will inform the Landlord of combinations of any locks and safes on the Leased Premises.

**18. Holding Over.**

18.1 In the event the Tenant remains in possession of the Leased Premises after the expiration of the Term of this Lease and without the execution of a new lease, the Tenant is considered to be occupying the Leased Premises as a tenant from month-to-month only, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy.

18.2 The Monthly Base Rent during this month-to-month tenancy is twice the amount immediately prior to the expiration of this Lease.

**19. Subordination.**

19.1 The Tenant agrees that this Lease is subordinate to any mortgages or trust deeds that are now or may hereafter be placed upon the Leased Premises and/or any part hereof of the Building and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements, and extensions thereof.

19.2 In confirmation of this subordination, the Tenant shall promptly execute and deliver any instrument reasonably requested by Landlord in recordable form, as required. In the event of any mortgagee or trustee electing to have the Lease a prior encumbrance to its mortgage or deed of trust, then and in such event upon such mortgagee or trustee notifying the Tenant to that effect, this Lease shall be deemed prior in encumbrance to the said mortgage or trust deed, irrespective of whether this Lease is dated prior to or subsequent to the date of said mortgage or trust deed.

**20. Insurance and Indemnity.**

20.1 The Tenant will keep in force at its own expense so long as this Lease remains in effect public liability insurance insuring the Leased Premises in companies and in form acceptable to Landlord with minimum limits of (1) \$1,000,000.00 on account of bodily injuries to or death of one person; (2) \$1,000,000.00 on account of bodily injuries to or death of more than one person as the result of any one accident or disaster; and (3) property damage insurance with minimum limits of \$1,000,000.00. Such

insurance policy must name the Landlord as additional insured and must be primary insurance not subject to reduction by reason of other coverages.

20.2 The Tenant is responsible for insuring any leasehold improvements made by the Tenant in addition to all equipment, fixtures and personal property located or stored in the Lease Premises or Building by Tenant. Such insurance policy must name the Landlord as additional insured and must be primary insurance not subject to reduction by reason of other coverages.

20.3 Within 15 days of a Landlord written request, the Tenant will provide the Landlord the policy or policies of such insurance or certificates thereof, or other acceptable evidence, that such insurance is in effect. The Tenant must notify the Landlord in writing 30 days prior to cancellation of, material change in or failure to renew the insurance.

20.4 If the Tenant does not comply with its covenants made in Paragraph 20, the Landlord may, at its option, cause insurance as foresaid to be issued, and in such event the Tenant agrees to pay as additional rent the premium for such insurance promptly upon the Landlord's demand.

20.5 The Tenant agrees to indemnify, defend, and hold harmless the Landlord from and against any and all claims, actions, liability and damages of every kind and nature, and from against all costs and expenses, including reasonable attorneys' fees, arising out of any occurrence on or about the Leased Premises, or occasioned wholly or in part by the use and occupancy of the Premises, or from any breach or default by the Tenant under this Lease, or from any act or omission or negligence of the Tenant, its agents, employees, sublessees, concessionaires, licensees, students, or invitees, in or about the Leased Premises or the Building or any Common Areas. The Tenant acknowledges this provision applies to all acts committed by any of the foregoing individuals during any extracurricular activity sponsored by or associated with the Tenant, whether implied or expressly consented to by the Tenant. In case of any action or proceeding brought against the Landlord by reason of any such claim, upon notice from the Landlord, the Tenant covenants to defend such acting or proceeding by counsel satisfactory to the Landlord.

## **21. Notices.**

21.1 Any notice that one party wishes or is required to give to the other party will be regarded as effective if in writing and either delivered personally to such party or to an officer of the party or sent certified or registered mail, return receipt requested and postage prepaid and addressed to the Landlord at the place then designated for the payment of rent, or to the Tenant at the Leased Premises, unless either party designates a different address for itself by written notice to the other party.

21.2 All notices by mail required to be provided on a specific date or day shall be considered timely if postmarked on or before that date or day.

## **22. Subrogation Waiver.**

22.1 Both the Landlord and the Tenant release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty is caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided, however, that this release is applicable and in force and effect only with respect to loss or damage occurring during such times as the

releasor's policies contains a clause or endorsement to the effect that any such release does not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder.

22.2 Both the Landlord and the Tenant agree that it will request its insurance carriers to include in its policies a clause or endorsement allowing such release. If extra cost shall be charged therefore, each party shall advise the other thereof and of the amount of the extra cost, and the other, at its election, may pay the same, but shall not be obligated to do so.

### **23. Estoppel Certificates.**

23.1 Within 10 days after written request from the Landlord, the Tenant must provide an estoppel certificate to the Landlord and such other party as is directed by the Landlord certifying: (1) the Lease is in full force and effect and that has not been assigned, modified, supplemented or amended in any way (or identifying any assignment, modification, supplement or amendment); (2) the date of commencement and expiration of the Term; (3) the Lease is in full force and effect and that there are no defenses and/or offsets thereto (or stating those claimed by the Tenant); (4) the amount of Monthly Base Rent or additional rent that has been paid in advance and the amount of security that has been deposited with Landlord; (5) the date/dates on which Monthly Base Rent or additional rents have been paid under this Lease; and (6) such other information as Landlord may reasonably request.

23.2 The Tenant hereby irrevocably appoints the Landlord as its attorney in fact to execute such a certificate in the event that the Tenant fails to do so within 10 days of the Landlord's notice.

### **24. Early Termination.**

24.1 Upon not less than three months written notice, and provided that the Landlord acts in good faith, the Landlord may terminate this Lease at the end of any Lease Year ("Early Termination Date") for any reason including, but not limited to, the need to reopen the Building as a public facility, the need for additional space for school district programs, or a decision to demolish the Building.

24.2 Notwithstanding anything contained in this Paragraph 24 to the contrary, in the event that anytime during any Lease Year of the Term, the Tenant is in default under any term or condition of this Lease, and fails to cure such default within the time provided in this Lease, in addition to any other remedy available to the Landlord under this Lease, the Landlord may terminate this Lease at the end of the Lease Year during that the default occurred (the "Default Termination Date") by providing the Tenant notice within 45 days after the occurrence of such default of its intent to terminate this Lease on the Default Termination Date. In the event that the Tenant defaults during either of the last two months of any Lease Year, the Landlord may terminate the Lease on the Default Termination Date by providing the Tenant notice anytime prior to the Default Termination Date. No waiver of any default of the Tenant hereunder is implied from any omission by the Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver affects any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. In the event that the Landlord terminates the Lease pursuant to this provision, the terms and conditions of this Lease remain in effective through the Default Termination Date.

### **25. Other Provisions.**



**DEFINING EXCELLENCE**

25.1 This Lease does not create the relationship of principal and agent of partnership or of joint venture or of any association between the Landlord and the Tenant, the sole relationship between the Landlord and the Tenant being that of landlord and tenant.

25.2 No waiver of any default of the Tenant hereunder is implied from any omission by the Landlord to take any action on account of such default if such default persists or is repeated. No express waiver affects any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

25.3 Each term and each provision of this Lease performable by the Tenant is construed to be both a covenant and a condition.

25.4 This Lease is construed under the laws of the State of Minnesota. The parties agree that the general rule of law construing provisions against the drafter does not apply to either party in the interpretation of this Lease.

25.5 The word "Tenant" wherever used in this Lease means Tenants in all cases where there is more than one Tenant. Each sub-tenant is jointly and severally liable under this Lease.

25.6 The topical headings of the paragraphs are for convenience only and do not define, limit or construe the contents of such paragraphs.

25.7 All preliminary negotiations are merged into and incorporated in this Lease.

25.8 This Lease contains the entire agreement of the parties hereto with respect to the letting and hiring of the Leased Premises. This Lease can only be modified or amended by an agreement in writing signed by the parties. Except as expressly stated in this Lease, no party has relied on any statement, promise, inducement or representation of the other.

25.9 All provisions of this Lease are binding upon the heirs, successors and assigns of each party.

25.10 The Tenant hereby acknowledges receipt of a true, full and complete copy of this Lease.

IN WITNESS WHEREOF, this Lease has been duly executed by the parties hereto on the day and year indicated below.

Landlord: Independent School District No. 273, Edina Public Schools

Date: \_\_\_\_\_ By \_\_\_\_\_

Its \_\_\_\_\_

Tenant: Minnesota Gifted & Talented, Inc.

Date: \_\_\_\_\_ By \_\_\_\_\_

Its \_\_\_\_\_