

**FIRST AMENDMENT TO LEASE FOR OFFICE SPACE
325 SOUTH ELIOT AVENUE**

This First Amendment to Lease for Office Space (“First Amendment”) is hereby entered into by and between Independent School District No. 139, Rush City Schools (“LANDLORD”) and the City of Rush City (“TENANT”).

RECITALS

WHEREAS, LANDLORD and TENANT are parties to a Lease for Office Space at 325 South Eliot Avenue, dated March 19, 2018 (“Lease”);

WHEREAS, pursuant to Paragraph 1 of the Lease, the term of the Lease expired on June 30, 2023;

WHEREAS, pursuant to Paragraph 19 of the Lease, the Lease reverted to a month-to-month tenancy following June 30, 2023, subject to the conditions, provisions, and obligations of the Lease;

WHEREAS, LANDLORD and TENANT desire to extend the term of the Lease and amend certain provisions in the Lease as provided herein.

TERMS

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the LANDLORD and TENANT agree as follows:

1. **Extension of Lease Term.** Paragraph 1 of the Lease is hereby amended by deleting said Paragraph in its entirety and replacing it with the following:

1. Term and use. TENANT is hereby granted the right to have and to hold the Premises for the purpose of use as office space without any liability or obligation on the part of LANDLORD of making any alterations, improvements, or repairs of any kind on or about the Premises except as otherwise provided herein from the first day of the month after the date the First Amendment to Lease for Office Space is fully executed by both Parties and continuing to and including the 31st day of December, 2029, unless extended or sooner terminated as hereinafter provided.

2. **Termination.** Paragraph 17 of the Lease is hereby amended by deleting such paragraph in its entirety and replacing it with the following:

17. Termination. Early termination of this Lease may occur only under the following conditions:

(a) At any time by mutual, written agreement of LANDLORD and TENANT.

(b) If either party breaches any of its promises or covenants under this Lease and fails to cure the same within thirty (30) calendar days after receipt of written notice of the breach by the other party, the non-breaching party may terminate this Lease upon thirty (30) days written notice to the breaching party.

(c) Either party may unilaterally terminate this Lease by providing the other party with written notice at least twelve (12) months prior to the termination date.

3. **Hold Harmless.** Paragraph 20 of the Lease is hereby amended as follows. Additions are noted with an underline.

20. Covenants to hold harmless. The City agrees to defend and indemnify the School District, and its employees, officials, volunteers and agents for injury to, death of, or damage to the property of any third person or persons, arising from the use of the Premises by the City, or its Council members, employees, officials, volunteers, agents, and community members and other invitees, or otherwise arising from the City's obligations under this Lease. The School District agrees to defend and indemnify the City, and its employees, officials, volunteers and agents for injury to, death of, or damage to the property of any third person or persons, arising from the School District's obligations under this Lease. Under no circumstance, shall a party be required to pay on behalf of itself and other parties, any amount in excess of the limits of liability set forth in Minnesota Statutes, Section 466.04, applicable to any one party.

4. **Effective Date.** This First Amendment shall be effective on the first day of the month after the date this First Amendment is fully executed by both Parties.

5. **Reaffirmation of Terms; Entire Agreement.** Except as modified herein, all of the terms and provisions of the Lease are hereby confirmed and shall remain in full force and effect.

6. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the LANDLORD and TENANT have entered into this First Amendment on the dates shown below. By signing below, each Party specifically acknowledges that it has read this Amendment; that it has been advised to review the terms of this Amendment with legal counsel; and that it understands and voluntarily agrees to be legally bound by all terms of the First Amendment.

LANDLORD: INDEPENDENT SCHOOL DISTRICT NO. 139, RUSH CITY SCHOOLS

Date: _____

Board Chair

Date: _____

Board Clerk

TENANT: CITY OF RUSH CITY

Date: 12-12-24



Mayor

Date: 12-12-24



City Administrator