

## 2025 Long Prairie SCHOOL Baseball Field LEASE AGREEMENT

This Lease Agreement ("Lease") is made and effective May 1<sup>st</sup> 2025, by and between Long Prairie/Grey Eagle Public School District ("Landlord") and the Long Prairie Baseball Association ("Tenant").

Landlord is the owner of land and improvements commonly known as Long Prairie/Grey Eagle Public School, 205 2<sup>nd</sup> Street Long Prairie, MN 56347.

Landlord makes available for lease a portion of the school land designated as the baseball field and up to 200 feet immediately surrounding the baseball field, including the seating area and appurtenant structures. (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

### 1. Term.

Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, beginning May 1<sup>st</sup>, 2025 and ending August 1<sup>st</sup>, 2025. **Tenant accepts that its right to quiet possession of the Leased Premises during the Lease term does not apply during hours when school is in session or at times when the Leased Premises is being used by school-sanctioned baseball teams.** Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. Landlord is not responsible for Acts of God or weather-related delays that prevent Tenant from using the Leased Premises. Tenant shall make no claim against Landlord for any such delay.

### 2. Rental.

Tenant shall pay to Landlord \$1.00 (One Dollar) per year, payable prior to the beginning of the Lease term.

### 3. Use

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

### 4. Sublease and Assignment.

Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

### 5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises, subject to the obligations of the parties otherwise set forth in this Lease. Landlord shall be responsible for lawn mowing on the Leased Premises. By the end of the Lease term, Tenant shall 1) clean out the dugouts; 2) edge the infield/outfield grass; and 3) tamp down and prep the home plate area and pitcher's mound with Hilltopper clay and conditioner as needed.

**6. Alterations and Improvements.**

Tenant, at Tenant's expense, shall have the right, **with Landlord's consent**, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

**7. Insurance.**

A. If the Leased Premises is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain a policy or policies of comprehensive general liability insurance on the Leased Premises.

C. Tenant shall maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities on the Leased Premises, with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, with minimum protections for single limit coverage of bodily injury, property damage or combination thereof, in amounts as approved by the Landlord. Upon request, Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises. Tenant shall also be responsible, at its expense, for any extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

D. In the event that Tenant decides to sell food, beer and/or intoxicating liquors on the Leased Premises, either directly or in conjunction with a licensed and insured on-sale intoxicating liquor retailer (as contemplated by Minn. Stat. §340A.404, Subd. 4(a)), Tenant warrants that any such sales shall fully comply with all applicable State Statutes and Article III of the Long Prairie City Code. Tenant will provide Landlord with proof of

any such on-sale intoxicating liquor retailer's license and insurance information, as well as proof of Long Prairie City Council's authorization for such sales, at Landlord's request.

**8. Utilities.**

Landlord shall pay all charges for water, sewer, gas, electricity and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Tenant.

**9. Signs.**

With Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant. Tenant agrees to not disturb other signage that Landlord allowed to be placed on the Leased Premises (*i.e.* by LPB).

**10. Entry.**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

**11. Parking.**

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord.

**12. Damage and Destruction.**

Subject to Section 7 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right immediately following such damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

**13. Default.**

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after

written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

**14. Quiet Possession.**

Tenant accepts that its right to quiet possession of the Leased Premises during the Lease term does not apply during hours when school is in session or at times when the Leased Premises is being used by school-sanctioned softball and baseball teams. At all other times during the Lease term, Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

**15. Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord: Long Prairie/Grey Eagle Public School 205 2<sup>nd</sup> Street Long Prairie, MN 56347

If to Tenant: The Long Prairie Baseball Association

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

**16. Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

**17. Memorandum of Lease.**

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

**18. Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

**19. Successors.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

**20. Consent.**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

**21. Compliance with Law.**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

**22. Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

**23. Governing Law.**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the day and year first above written.

**Landlord**

Long Prairie/Grey Eagle Public School

**Tenant**

The Long Prairie Baseball Association

\_\_\_\_\_  
, School Board Chair

\_\_\_\_\_  
Ted Gray, President

\_\_\_\_\_  
School Board Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**This Lease Agreement Drafted By:**  
John Lindemann (MN Atty. ID 0341332)  
PO Box 83; 116 Washington Street East  
Burtrum, MN 56318