

## **LEASE AGREEMENT BETWEEN HOLY TRINITY CATHOLIC CHURCH AND INDEPENDENT SCHOOL DISTRICT # 2143 - PARKING LOT USE AGREEMENT**

This Parking Lot Use Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between:

**Holy Trinity Catholic Church** located at 506 Common Street, Waterville, Minnesota ("Church"), and

**Independent School District # 2143 Waterville-Elysian-Morristown**, located at 500 East Paquin Street, Waterville, Minnesota ("District").

### **1. Purpose**

Church agrees to allow District to use the Parking Lot located North of Church on Common Street, Waterville, Minnesota (hereinafter "Parking Lot ") for District-related parking purposes, subject to the terms and conditions set forth in this Agreement.

### **2. Term**

This Agreement shall commence on **July 1, 2025**, and shall continue in effect until **June 30, 2028**, unless terminated earlier as provided herein. Both parties reserve the right to terminate this lease by providing 180 days written notice to the other party. In such an event, the prorated portion of the lease payment will be returned to the District for the remaining lease year. In the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement immediately upon written notice.

### **3. Days and Hours of Use**

The District shall have access to the parking lot on all days, but with the following exceptions:

- a. Weekend Mass times (Saturdays – 5:00pm to 6:00pm / Sundays – 10:30am to 11:30am)
- b. Any event where the Church notifies the District of the need for the use of the parking lot.

### **4. Lease Payment**

The District agrees to pay annually as follows:

- a. Year 1 (2025-2026): \$5,500.00
- b. Year 2 (2026-2027): \$5,600.00
- c. Year 3 (2027-2028): \$5,700.00

### **5. Snow Removal and Maintenance**

The District is responsible for scheduling and the cost for removing snow from the Parking Lot and scheduling and the cost for painting parking lanes in the Parking Lot. District shall be responsible for any damage caused by its staff, students, or its visitors and agrees to notify Church promptly of any such damage. The Church shall be responsible for general repairs and seal coating of the Parking Lot.

### **6. Insurance and Liability**

District shall maintain general liability insurance with coverage of not less than \$1,000,000 (One

Million Dollars) per occurrence, naming Church as an additional insured. District agrees to indemnify, defend, and hold harmless Church from any and all claims, damages, or liability arising out of District's use of the Parking Lot, except to the extent caused by the gross negligence or willful misconduct of Church.

#### **7. Use Restrictions**

District agrees that the Parking Lot shall be used solely for parking vehicles associated with District activities. Any extraordinary District related activity (overnight parking / commercial activity / storage) shall not be permitted unless expressly authorized in writing by Church. The Church will retain "right of use" of the Parking Lot for church functions. The District shall not be responsible for any parking lot usage unrelated to District activity.

#### **8. Miscellaneous**

- This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.
- Any amendments to this Agreement must be in writing and signed by both parties.
- This Agreement shall be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

#### **Holy Trinity Catholic Church**

Signature: Fr. Andrew Stueve  
Name: Fr. Andrew Stueve  
Title: Pastor

#### **Independent School District # 2143 Waterville-Elysian-Morristown**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

ISD # 2143 Board Chair

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

ISD # 2143 Board Clerk