

## MEMORANDUM

TO: Jamie Bente, Superintendent  
Finance Committee  
School Board Members

FROM: Scott Gerdes  
Director of Finance and Operations

DATE: May 15, 2023

RE: 2023-24 Nerstrand Charter School Lease

Attached you will find a lease agreement for our building in Nerstrand. Nerstrand Charter School would like to continue to lease this building. The lease agreement is a one-year agreement. The amount is \$164,250, for FY24.

If you have any questions, please contact me. Thanks!

Enclosure

Lease

THIS LEASE AGREEMENT, Made and entered into the 1<sup>st</sup> day of July, 2023 by and between Independent School District #656 hereinafter referred to as “School District” whose address is 710 17<sup>th</sup> St SW, Faribault, MN 55021 and Nerstrand Charter School whose address is 205 South Second Street, Nerstrand, MN 55053.

WITNESS THAT:

- 1) PREMISES TO BE LEASED: Nerstrand Elementary School including the building, storage area, and adjacent grounds.
- 2) TERM: The term of this lease shall begin on the 1<sup>st</sup> day of July 2023 and shall continue for a period of twelve months, ending on June 30, 2024 with up to two one-year renewals with mutual agreement between the School District and Nerstrand Charter School.
- 3) RENT: The basic rent for the leased property shall be \$164,250 payable in monthly installments of \$13,687.50 due the 1<sup>st</sup> day of each month beginning July 2023.
- 4) USE: During the term of this lease the property shall be used only for operating Nerstrand Charter School and for no other purpose.
- 5) CARE AND MAINTENANCE OF PREMISES: Landlord shall be solely responsible and liable for all major repairs necessary to maintain the structural integrity of the interior and exterior of the building; to maintain all heating, cooling, electrical and plumbing systems efficient working order; and to repair and replace as necessary. The landlord shall comply with all laws.
- 6) UTILITIES: The Tenant shall be liable for payment of heat and electric utilities and garbage/recycling costs as the same become due and payable month to month during the term of this lease.
- 7) INDEMNIFICATION OF LANDLORD: To the extent authorized by law, tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life and/or personal injury and/or property damage arising from or out of the occupancy or use by Tenant of the Premises or any part thereof or any other part of Landlord’s property, occasioned wholly or in part by any willful or negligent act or omission of Tenant, its officers, agents contractors or employees.
- 8) INSURANCE: The tenant shall additionally keep the leased property insured throughout the term of this lease against the following:
  - (a) Claims for personal injury or property damage under a policy of general public liability insurance with such limits as may be reasonably requested by the landlord.

(b) Nerstrand Charter School shall purchase insurance as required by law and provide the school district with documentation of said coverage. The types and amounts of insurance obtained by Nerstrand Charter School will cover the exposure limits of municipal corporations established by Minnesota Statute 466.04, subd. 1. Faribault Public Schools, ISD #656 shall be named as additional insured.

- 9) INSPECTION OF THE PREMISES BY LANDLORD: (a) The tenant shall permit the landlord and authorized representatives of the landlord to enter the lease property upon reasonable prior notice to the tenant during the usual business hours, whether or not the tenant or tenant's representatives are present (and at any time in the event of emergencies) for the purpose of (1) inspecting the same, and (2) performing any work therein which may be necessary by reason of the tenant's default under any terms of this lease. Nothing herein shall imply any duty upon the part of the landlord to do any such work which under any provision of this lease the tenant may be required to perform not to place upon the landlord any obligation or liability whatsoever, for the care, supervision or repair of the leased property. The landlord may during the progress of any work in the leased property keep and store therein all necessary materials, tools, and equipment. The landlord shall not in any event be responsible for inconvenience, loss of business or other damage to the tenant by reason of the performance of any such work in the leased property or on account of bringing materials, supplies and equipment into or through the leased property during the course thereof. (b) The landlord is hereby given the right during usual business hours to enter the leased property and to exhibit the same in a reasonable manner for the purpose of sale during the last three months of the initial term to exhibit the same to any prospective tenant.
- 10) SURRENDER IN GOOD REPAIR AND CONDITION: The tenant shall surrender the leased property in good repair and condition, rooms cleaned and free of tenant's property.
- 11) NON-ASSIGNABILITY: Tenant may not sublease, assign, transfer, mortgage, or encumber its interest in this lease.
- 12) PERFORMANCE OF LANDLORD'S OBLIGATION: If the landlord defaults in the observance or performance of any term or covenant required to be performed under this lease, and such default is not being legally contested, the tenant after no less than 30 days notice to the landlord may but shall not be obligated to remedy such default and in connection therewith may pay expenses and employ counsel, provided that the tenant shall have the right to remedy such default without notice in the event of emergency. All sums expended or obligations incurred by the tenant in connection therewith shall be paid by the landlord to the tenant upon demand: and if the landlord fails to reimburse the tenant, then tenant in addition to any other right or remedy that tenant may have may deduct such amount in subsequent installments of basic rent which from time to time thereafter may become due to the landlord.

- 13) TERMINATION OF LEASE AND DEFAULT OF TENANT: (a) Upon default in payment of rent herein or upon any other default by the tenant in accordance with the terms and provisions of this lease, the lease may at the option of the landlord be cancelled or forfeited, PROVIDED HOWEVER, that before any such cancellation or forfeiture except as provided in subparagraph (b) hereof, the Landlord shall give Tenant a written notice specifying the default or defaults and stating that this lease will be cancelled and forfeited 30 days after the giving of such notice unless default or defaults are remedied within such grace period. (b) Bankruptcy or insolvency of tenant: In the event the Tenant is adjudicated a bankrupt or in the event of a judicial sale or other transfer of tenant's leasehold interest by reason of any bankruptcy or insolvency proceedings or by the other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within 30 days from the giving of notice thereof by the landlord to the tenant, then and in such event the landlord may at its option immediately terminate this lease, re-enter the premises upon giving 30 days notice by landlord to tenant. (c) Termination of Charter School contract: Pursuant to Minn. Stat. § 124E.22, (a)(3)(ii), this Lease is subject to cancellation upon thirty (30) days prior written notice by Tenant to Landlord, if the Tenant's charter contract is terminated or not renewed. This provision shall not be constructed or construed to relieve the Tenant of its lease obligations in effect before the charter contract is terminated or not renewed.
- 14) MECHANIC'S LIENS: Neither the tenant nor anyone claiming by, through or under the tenant shall have the right to file or place upon said premises or upon any building or improvement thereon or upon the leasehold interest of the tenant therein any mechanic's lien or other lien of any kind or character whatsoever, and notice is hereby given that no contractor, sub-contractor or anyone else who may furnish any materials, services or labor for any building, improvement, alterations, repair or any part thereof, shall be or become entitled to any lien thereon and for the further security of the landlord the tenant covenants and agrees to give actual notice thereof in advance to any and all contractors and sub-contractors who may furnish or agree to furnish any such materials, service of labor.
- 15) CONSENT OF LANDLORD AND IMPROVEMENTS TO BECOME PROPERTY OF LANDLORD: No alteration, addition or improvement in excess of \$1,000 to the leased property shall be made by the tenant without the written consent of the landlord. Any alteration, addition or improvement made by the tenant after such consent shall have been given and any fixtures installed as part thereof shall at the landlord's option become the property of the landlord upon expiration or other sooner termination of this lease: provided, however, that the landlord shall have the right to require the tenant to remove such fixtures at the tenant's cost upon such termination of this lease.
- 16) NOTICE AND DEMANDS: Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on Page 1 of this lease unless either party notified the other in writing of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or

other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid by certified mail, return receipt requested, and so deposited in the United States Mail Box.

- 17) CHANGE TO BE IN WRITING: None of the covenants, provisions, terms or conditions of this lease to be kept or performed by the landlord or tenant shall be in any manner modified, waived or abandoned except by a written instrument duly signed by the parties and delivered to the landlord and tenant. This lease contains the whole agreement of the parties.
- 18) FIRE AND OTHER CASUALTY LOSS: In case of damage by fire or other casualty to the building in which the leased property is located, if the damage is so extensive as to amount practically to the substantial destruction of the leased property or of such building, the rent shall be apportioned to the time of the damage and the lease shall cease unless the tenant, at his option, requests that the premise be restored as nearly as possible of the business for which this lease is intended at the present location. Since under the terms hereof, it is the obligation of the landlord to insure said premises, said insurance should therefore be maintained at a level adequate to restore the premises to substantially the same degree as they now exist. In all other cases where the leased property is damaged by fire or other casualty, the landlord shall repair the damage with reasonable dispatch and if the damage has rendered the leased property untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustments of insurance and other causes beyond the landlord's control.
- 19) REMEDIES CUMULATIVE: All remedies conferred in this Lease shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.
- 20) PARTIES BOUND: The covenants and conditions contained in this Lease shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties to the Agreement.
- 21) TIME OF THE ESSENCE Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision of this Lease.
- 22) SECTION CAPTIONS: The captions appearing after the section number designations of this Lease for are convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.
- 23) CONSTRUCTION OF LEASE: It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota. It is further agreed that both parties have participated in the drafting of this Lease, by and through their respective legal counsel, and that the rule of construction that

ambiguities in such agreements will be construed against the drafter will have no application on any interpretation or construction of this Lease or the parties rights and responsibilities hereunder.

- 24) MODIFICATION OF LEASE: Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
- 25) ADDITIONAL DOCUMENTS: The parties agree to execute whatever papers and documents may be necessary to effectuate the terms of this Lease, including without limitation, a memorandum of this Lease in recordable form.

Faribault Public Schools  
Independent School District #656

Nerstrand Charter School

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date