

**SUBLEASE BY AND BETWEEN SAINT PETER PUBLIC SCHOOLS AND THE CITY OF  
SAINT PETER, MINNESOTA**

This Sublease is made and entered into this 15<sup>th</sup> day of July, 2025, by and between the City of Saint Peter, a Minnesota municipal corporation (**CITY**), and Saint Peter Public Schools, a Minnesota (**TENANT**).

WHEREAS, the **CITY** has space within the Community Center to lease to various non-profit organizations;

WHEREAS, **TENANT** is engaged in the business of Education and Community Service provision and is a Minnesota non-profit corporation;

WHEREAS, **TENANT** wishes to lease space from the **CITY** under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements, the parties make the following:

1. Description of Premises.

A. Rented premises include Room #114 of the Community Center located at 600 South Fifth Street, Saint Peter, Minnesota.

B. Common areas include rest rooms, hallways, and kitchen facilities.

C. **TENANT** shall have the right of ingress and egress through the halls and corridors of the building.

D. **TENANT** acquires no other right in any other part of the building than the parts herein specified.

E. **TENANT** shall have the right to use one, 4 hour block of meeting room time each month of the lease. This use must be scheduled through the designated party at the City of Saint Peter.

F. Tenant shall have the right to scheduled limited use of the gymnasium and Governor's Room at no charge.

2. Restrictions on Use. **TENANT** shall not use or permit the premises, or any part of the premises, to be used for any purposes other than those set forth in this lease. **TENANT** shall neither permit on the premises any act, sale, or storage that may be prohibited under standard forms of fire insurance policies, nor use the premises for any such purpose. In addition, no use shall be made or permitted to be made that result in:

A. Waste on the premises;

B. A public or private nuisance that may disturb the quiet enjoyment of other tenants in the building;

C. Improper, unlawful or objectionable use, including sale, storage or preparation of food, alcoholic beverages, or materials generating an odor on the premises; or

D. Noises or vibrations that may disturb other tenants.

E. Installation of signage within the facility without the express written approval of **CITY**.

**TENANT** shall comply with all governmental regulations and statutes affecting the premises either now or in the future.

3. Responsibility of **CITY**.

- A. General maintenance of the building.
- B. General maintenance of the grounds for all seasons.
- C. General maintenance of restrooms and hallways.
- D. Provide utility services of heat, electricity, garbage, water and sewer.
- E. Provide general supervision of the building.
- F. Provide locks for building entrance and office entrance, and keys to tenants for the tenant's space.
- G. Provide phone lines to the building.
- H. Provide initial floor covering, wall construction, ceiling and overhead lighting.

4. Responsibility of **TENANT**.

- A. General maintenance of area leased by **TENANT**.
- B. **TENANT** agrees that **CITY** has no liability for property lost, stolen or damaged on the common or leased premises.
- C. General supervision and responsibility for securing the rented space and users.
- D. General supervision and responsibility for securing the building at all times other than 7:00 a.m. to 9:00 p.m., Monday through Friday -- or other such times as subsequently indicated by **CITY** upon written notice -- unless otherwise arranged with the Building Supervisor.

5. Term and Rent.

- A. Term. This lease shall start on August 22, 2025 until June 02, 2026.
- B. Rental. **TENANT** shall pay, in advance, on the first day of each and every month, the sum of (Proposed \$12.00 per square foot) \$1,270.00.
- C. Payments. Payments shall be made to the **CITY** at 227 South Front Street, Saint Peter, Minnesota.
- D. Late Payments. A payment shall be delinquent if not paid by the 15th day of each month. A late charge of \$5.00 per day thereafter will be added to the amount due until paid. Failure to declare default on any particular payment that becomes delinquent shall not constitute a waiver of the rights to exercise the same at any subsequent time. If expenses are

incurred or suit is commenced on this lease because of delinquent payments, **TENANT** agrees to pay all costs of collection, including reasonable attorney fees.

6. Default.

A. Events of Default. If **TENANT** does not pay the full amount of each monthly rental payment on the date it is due or violates any agreement contained in this lease, **TENANT** will be in default.

B. Right to Cancel. Upon evidence of default, **CITY** shall have the right to cancel and terminate this lease, as well as all of the right, title and interest of **TENANT** under this lease.

C. Notice of Default. If **TENANT** is in default, **CITY** may give **TENANT** 30 days' notice of the cancellation and termination.

D. Remedies on Default. On expiration of the time fixed in the notice and **TENANT**'s failure to cure the default within the time allowed in the notice, this lease and the right, title and interest of **TENANT** shall terminate.

**CITY** shall have the right to obtain reimbursement from **TENANT** of all expenses incurred in regaining possession of the premises and the right to recover all additional rental required under the lease term if **CITY** re-enters and re-lets the premises for the benefit of **TENANT**.

On expiration of the time fixed in the notice and **TENANT**'s failure to cure the default within the time allowed in the notice, **CITY** may enter immediately and remove the property and personnel of **TENANT**, and store the property in a public warehouse or at a place selected by **CITY**, at the expense of **TENANT**. **CITY** may resort to any legal proceedings to obtain the possession of the premises and disposal of **TENANT**'s property.

**CITY** may elect, but shall not be obligated to make any payment required of **TENANT** or comply with any agreement, term or condition required to be performed by **TENANT**, for the purpose of correcting or remedying any such default at the expense of **TENANT**. Any expenditure for the correction by **CITY** shall not be deemed to waive or release **TENANT**'s default or **CITY**'s right to take any action as may be otherwise permissible hereunder in the case of any default.

7. Modifications. There shall be no modifications or materials affixed to the interior or exterior walls, doors, windows, floors or other inner structure of the leased premises without the express written approval of the **CITY**.

8. Damage. If the premises or any portion of the building or any equipment contained therein during the term of this lease shall be damaged by the act, default or negligence of **TENANT**, or of **TENANT**'s agents, employees, patrons, guests or any person admitted to the premises by **TENANT**, **TENANT** will pay to the **CITY** upon demand such sum as shall be necessary to restore the premises or equipment contained therein to their present condition.

**TENANT** hereby assumes full responsibility for the character, acts, and conduct of all person or persons admitted to the premises or any portion of said building by the consent of **TENANT** or by or with the consent of any person acting for or on behalf of **TENANT**.

9. Insurance. It shall be the responsibility of **TENANT** to assure that its leased premises and personal property are covered by hazard and public liability insurance policies. The public liability insurance policy shall provide coverage at least in the amount of the **CITY**'s maximum

liability limits as set by statute. **TENANT** shall at the request of the **CITY** provide proof of insurance coverage required by this section.

10. Indemnification. **TENANT** covenants and agrees to save **CITY** harmless and to indemnify **CITY** against any claims or liabilities for compensation which may arise or accrue by reason of the use of **TENANT**, **TENANT**'s agents, employees, patrons, guests or any person admitted to the premises by **TENANT**.

11. Casualty. In case said building or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence renders the fulfillment of this lease by **CITY** impossible, the **CITY** may terminate the lease, and **TENANT** shall pay rent for said premises only up to the time of such termination, at the rate set in this lease. **CITY** waives any claims or damages or compensation from **TENANT** should this lease be so terminated.

12. Option to Renew. **TENANT** shall have the option to renew this lease before **CITY** offers the premises to any other party. Written notice of intention to renew must be furnished to the **CITY** 120 days prior to the expiration of the lease or any renewal hereunder. The terms of the lease shall be subject to renegotiation at the time of any renewal with the proposed rental price furnished to **TENANT** 90 days prior to the expiration of the lease.

13. Mail Distribution. All tenant mail shall be distributed from the central mail facility. Each tenant will be assigned a Post Office Box. No tenant mail will be delivered directly to the tenant's leased space. There shall be a nominal Post Office box key rental fee.

14. Election Regulation Compliance. **TENANT** shall be required to comply with all State election regulations including removal of any and all campaign materials from the leased property and/or parking lot when the building is being used as a polling place and/or as directed by City officials.

15. Termination Prior To End Of Lease Term. In the event the **TENANT** completes or reasonably anticipates completion of construction of its own building, then **TENANT** may terminate this lease without penalty by giving **CITY** one hundred and twenty (120) days written notice.

16. Waivers. The failure of the **CITY** to insist on a strict performance of any of the terms and conditions of this Lease shall not be deemed a waiver of any subsequent breach or default of any terms or conditions of this Lease.

17. Notice. All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage pre-paid and return receipt requested to the parties as follows:

**CITY OF SAINT PETER**  
227 South Front Street  
Saint Peter, MN 56082

**SAINT PETER PUBLIC SCHOOLS**  
Attn: Supt of Schools  
100 Lincoln Drive  
Saint Peter MN 56082

18. Surrender of Possession. **TENANT** shall, on the last day of the term or renewal, or on earlier termination or forfeiture of the lease, peaceably and quietly surrender and deliver the lease premises to the **CITY** free of any encumbrance placed on it by **TENANT**, except movable trade fixtures, all in good condition and repair. In the event **TENANT** does not remove its personal property at the termination or default of the Lease, the **CITY** may elect to consider the property abandoned and the property of the **CITY** without any further payment or offset.

19. Assignment. This Lease may not be assigned by either party without the written consent of the other party. The written consent shall not be unreasonably withheld.

20. Total Agreement. This Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument executed by all parties. This Lease and terms and conditions of the Lease apply to and are binding on the legal representatives, successors and assigns of both parties.

21. **APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA.**

22. **TIME OF THE ESSENCE. TIME IS OF THE ESSENCE AND ALL TERMS OF THIS LICENSE.**

23. Further Assurances. Each of the parties agree to execute all documents and instruments and to take or to cause to be taken all action which are necessary or appropriate to comply with the terms of this Agreement.

24. Amendments, Supplements, etc.. This Agreement may be amended or supplemented at any time by additional written agreements as may mutually be determined by the parties to be necessary, desirable, or expedient to further the purpose of this Agreement or to clarify the intention of the parties.

25. Rights Cumulative. All rights and remedies of each of the parties under this Agreement will be cumulative, and the exercise of one or more rights or remedies will not preclude the exercise of any other right or remedy available under this Agreement or applicable law.

26. Severability. Any term or provision of this Agreement that is invalid or unenforceable will not be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable but remaining rights of the party benefiting from the provision or any other provisions of this Agreement.

27. Execution of Counter-Parts. This Agreement may be executed by one or more counter-parts, each of which will be deemed an original, but all of which together shall constitute one and the same agreement.

28. No Reliance. **CITY** and **TENANT** represent to one another that each has read this Agreement and has obtained such advice from counsel as deemed appropriate under the circumstances. Except as clearly indicated, **CITY** and **TENANT** have not relieve any promises or representations of the other.

29. Interpretation. This Agreement and any other documents related to it will be interpreted in a fair and neutral manner, without favoring one party over the other. No provision of this Agreement or any other document related to it will be interpreted for or against any party because that party or its legal representatives drafted the provision.

30. Titles and Headings. Titles and headings to sections are inserted for convenience of reference only, and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF the parties have executed this Lease at Saint Peter, Minnesota, on the day and year first written above.

**CITY OF SAINT PETER**

**SAINT PETER PUBLIC SCHOOLS**

By: \_\_\_\_\_  
Shanon A. Nowell  
Mayor

\_\_\_\_\_  
Jon Graff  
Supt of Schools, District 508

By: \_\_\_\_\_  
Todd Prafke  
City Administrator

STATE OF MINNESOTA)  
  ) SS  
COUNTY OF NICOLLET)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day \_\_\_\_\_, 2025, by Shanon Nowell and Todd Prafke, the Mayor and City Administrator of the City of Saint Peter, Minnesota.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA)  
  ) SS  
COUNTY OF NICOLLET)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Jon Graff, the \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public