

LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and entered into this 21st day of April, 2025, by and between Independent School District No. 883 ("District") and the Rockford Crows ("RC"), a 501(c)(3) corporation located in Rockford, Minnesota. The District and RC are collectively referred to as the parties.

WHEREAS, the District owns a baseball field, a grandstand, and related facilities;

WHEREAS, RC would like to rent the baseball field, grandstand, and related facilities during the summer months for amateur baseball practices, amateur baseball games, and special events that are designed to promote amateur baseball; and

WHEREAS, RC would also like to be able to sell and serve 3.2 percent malt liquor on the Leased Premises pursuant to a temporary license;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement and other valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. **Leased Premises.** Subject to the terms and conditions of this Agreement, the District leases the "Leased Premises" to RC. The "Leased Premises" are depicted in Exhibit A and include all property located within the red borders drawn on Exhibit A. As depicted in Exhibit A, this includes the baseball field; the grandstand and other adjoining facilities that serve the baseball field; the real property to the west of the baseball field up to the outer edge of the first paved path; the real property to the or north of the baseball field up to the outer edge of the first paved path; the real property to the east of the baseball field up to the tree line; and the real property to the south of the baseball field, up to and including the parking lot that is immediately adjacent to the baseball field.
2. **Term.** The term of this Agreement will begin on June 1, 2025, and will end on August 30, 2027, unless either party exercises its right to terminate this Agreement early.
3. **Early Termination.** Either party may terminate this Agreement without cause by providing written notice to the other party ninety days in advance of the termination date. Either party may terminate this Agreement for cause by giving written notice of the proposed termination to the other party, along with notice of the cause, at least fifteen calendar days in advance of the proposed termination date. For purposes of this Agreement, "cause" includes, but not limited to, a material violation of this Agreement that has not be cured within fourteen calendar days. Cause also includes insurmountable difficulties in working through scheduling.
4. **Rent.** As rent, RC will pay the District twenty dollars and zero cents (\$20.00) for each practice that is held on the Leased Premises; thirty dollars and zero cents (\$30.00) for each game that is held on the Leased Premises without the use of the field lights; and fifty dollars and zero cents (\$50.00) for each night game that is held on the Leased Premises with the use of the field lights. The rent amount in this paragraph accounts for the fact that RC performs a significant

amount of maintenance on the baseball field throughout the year. This is reflected, in part, in Paragraph 22 of this Agreement.

5. **Dates and Times When RC May Use the Leased Premises.** From June 1 through August 30 of each year covered by this Agreement, RC may use the Leased Premises for amateur baseball practices, amateur baseball games, and special events that are scheduled with and approved by the District. RC will have full use of the Leased Premises for practices, games, and special events that have been scheduled with and approved by the District. RC will coordinate with the District's Activities Director and the District's Director of Community Education, or a designee, to schedule and obtain approval for amateur baseball practices, amateur baseball games, and special events on dates and at times when the District is not using the Leased Premises from June 1 through August 30. The parties will make reasonable efforts to minimize scheduling conflicts so that each party's needs are met. In the event a scheduling conflict exists despite reasonable efforts, the District's use of the Leased Premises will take priority. RC does not have the right to use the Leased Premises from September 1 to May 30.

6. **Acceptance of Leased Premises.** RC will take possession of the Leased Premises in their current condition, without any liability or obligation on the part of District to make any alterations, improvements, or repairs of any kind.

7. **Access to Leased Premises.** RC will access the Leased Premises through the parking lot that is located to the south of the baseball field and is immediately adjacent to the baseball field.

8. **Surrender.** Upon the expiration of this Agreement or on the effective date of any earlier termination of this Agreement, RC must peaceably surrender the Leased Premises in their current order and condition. If RC fails to remove any personal property from the Leased Premises before the end of the term of this Agreement or before the effective date of the termination of this Agreement, the property will be deemed to have been abandoned. In that case, the District, at its sole discretion, may elect to have the property removed at RC's expense.

9. **Permissible Uses of the Leased Premises.** RC must use reasonable care in its use of the Leased Premises. Subject to the terms and conditions of this Agreement, RC may use the Leased Premises for amateur baseball practices, amateur baseball games, and special events that have been scheduled with and approved by the District. Additionally, subject to the terms and conditions of this Agreement, RC may sell alcohol at amateur baseball games held on the Leased Premises during the summer months when school is not in session and at special events with prior written approval from the District's school board.

10. **Prerequisites for Possessing, Selling, or Serving Alcohol on the Leased Premises.** Before possessing, selling, or serving any alcohol on the Leased Premises, RC must satisfy the following requirements:

A. Pursuant to Minnesota Statutes section 624.701, subdivision 1a(2), RC must obtain a temporary license to sell 3.2 percent malt liquor under Minnesota Statutes section 340A.403, subdivision 2, or intoxicating liquor under Minnesota Statutes section 340A.404, subdivision 10.

B. RC must obtain any permits or licenses required under the City of Rockford's ordinances.

C. RC must comply with all applicable city ordinances, including, but not limited to, ordinances related to liability insurance. *See, e.g.,* City of Rockford Ordinance 701.09, subdivisions 2 & 3.

D. RC must procure and maintain a policy of liquor liability insurance providing "social host" or similar insurance coverage in an amount not less than \$1,500,000 for any number of claims arising out of a single occurrence. RC must list the District as an additional insured under this policy of insurance. This insurance requirement is in addition to the requirement to procure and maintain a policy of insurance providing general liability coverage and the separate requirement to obtain insurance in compliance with the City of Rockford's ordinances.

11. Conditions for Possessing, Selling, or Serving Alcohol on the Leased Premises. In addition to the meeting the prerequisites for possessing, selling, or serving alcohol on the Lease Premises, RC must fully satisfy the conditions stated below. If RC fails to fully satisfy any of the conditions that are stated below, the District may unilaterally revoke permission for RC to possess, sell, or serve alcohol on the Leased Premises for the remainder of the term of this Agreement.

A. RC may not sell or serve alcohol on the Leased Premises more than thirty minutes before the scheduled time of the first pitch. Additionally, RC may not sell or serve alcohol on the Leased Premises after the start of the seventh inning of a nine inning game, or before the start of the last inning of a game that has fewer than nine scheduled innings.

B. RC must ensure that any alcohol that is sold or served is in cans or plastic cups. No glass containers are permitted on the Leased Premises.

C. RC may display small, temporary signs to indicate the types of beverages available for purchase. RC may not display signs advertising the sale of alcohol if the signs are more than twelve inches high or twelve inches wide. All signs must be removed at the end of each event.

D. Alcohol may only be served, consumed, or possessed in the stadium area.

E. No person may possess an alcoholic beverage in any part of the Leased Premises other than the stadium area, unless the person is moving alcohol into or out of the stadium area on behalf of RC.

F. At its own expense, RC must have adults (employees or volunteers) monitor both gates to the stadium area (marked by an X on Exhibit A) to ensure that no person brings alcohol into the stadium area or removes alcohol from the stadium area. The adult

monitors must also ensure that cups or cans that contained alcohol are placed in trash receptacles in the stadium area and are not removed from the stadium area.

G. At the end of each event where alcohol or other drinks were served, RC must remove all unsold alcohol and all trash, including all used cans and cups that contained alcohol, from the Leased Premises.

H. At its own expense, RC must have at least one adult (employee or volunteer) periodically monitor the parking lot to the south of the baseball field to ensure that fans and participants do not loiter, tailgate, or consume alcohol in the parking lot.

12. **Prohibited Uses of the Leased Premises.** RC may use the Leased Premises only for the permissible uses described in this Agreement. All other uses of the Leased Premises are prohibited, unless RC obtains prior written permission from the District's superintendent or school board for the use. RC must not use the Leased Premises for any unlawful purpose and must not knowingly allow another person to engage in any unlawful use of the Leased Premises during RC's scheduled times to use the Leased Premises.

13. **Compliance with District Policies and Laws.** When using the Leased Premises, RC must comply with all District policies that apply or relate to the use of the Leased Premises, including, but not limited to, the District's facilities use policy and all policies related to the possession of drugs, tobacco products, vapes, and weapons on school property. The District's policies are available online through the District's website. RC must also comply with all applicable federal and state laws and rules, and with all city ordinances that apply or relate to the use of the Leased Premises.

14. **Liability Insurance.** Throughout the term of this Agreement, RC must maintain a policy of liability insurance covering the Leased Premises and insuring against any and all forms of liability, including, but not limited to: damage to the Leased Premises; damage, loss, or theft of any personal property, vehicles, equipment, or supplies from the Leased Premises; personal injury that occurs on the Leased Premises; and all other forms of liability arising out of or related to RC's maintenance or use of the Leased Premises. The policy must name the District as an additional insured and have liability limits that are not less than \$1,500,000 for any number of claims arising out of a single occurrence. The insurance policy, or an addendum to the policy, must provide that it may not be modified or cancelled without thirty (30) days written notice to the District before the effective date of cancelation. RC must not take any action, or allow any employee, agent, or representative to take any action, which could impair or invalidate any insurance policy that is maintained on the Leased Premises. The District does not waive any immunities or damage caps under Minnesota law.

15. **Workers Compensation Insurance.** In compliance with Minnesota law, RC must maintain workers' compensation insurance on all employees of RC who perform services, including selling alcohol, on the Leased Premises.

16. **Hold Harmless.** RC agrees to defend, indemnify, and otherwise hold the District harmless for any loss, personal injury, death, property damage, liability, or claim that arises out

of or relates to RC's use or maintenance of the Leased Premises. This includes, but is not limited to, any injury that may occur to users, participants, spectators, and other individuals, if the injury arises out of or relates to RC's use of the Leased Premises. Additionally, RC agrees that it is solely responsible and liable to the District for any damage that occurs to the Leased Premises, if the damage arises out of or relates to RC's use of the Leased Premises.

17. **Waiver of Liability.** RC hereby waives and releases any claims, liabilities, and causes of action against District, its employees, agents, representatives, and insurers for damage to or destruction of any personal property that occurs on the Leased Premises, regardless of whether the property is owned by RC or by others, and regardless of whether the damage is caused by an event that is covered by insurance. Under no circumstance will the District be liable for any damage to any personal property that RC or any person brings onto the Leased Premises.

18. **Supervision of Games and Special Events.** RC must have adults (employees or volunteers) supervise and maintain order when RC uses the Leased Premises for amateur baseball games or special events. The number of adult monitors required will depend on a variety of factors, including the number of individuals who attend the game or special event. The supervision must be adequate to monitor and address the behavior of fans and participants in order to ensure safety and to prevent damage to the Leased Premises.

19. **Duties Before Using Field.** RC is responsible for preparing the field for use whenever RC uses the Leased Premises. Pre-use duties include, but are not necessarily limited to, raking the field; raking the warning track; preparing the pitching mound; installing bases and placing plugs in the closet; removing tarps and stacking them on the wagon; removing dugout covers and backstop covers; parking the wagon in front of the batting cages and outside the field of play; chalking the batter's box; and chalking the first and third base lines. RC may use District owned rakes that are stored on the Leased Premises.

20. **Duties After Using Field.** RC is responsible for closing the field whenever RC uses the Leased Premises. RC's duties after using the field include, but are not necessarily limited to, pulling the bases and reinserting the plugs; raking the field; raking the baselines; raking in front of first and third base; raking the mound and home plate area; brushing both sides of the baselines and the inside edge of the infield; sweeping the dugouts; emptying all garbage; reinstalling the dugout covers and backstop covers; reinstalling all tarps; and locking the gates. RC must leave the Leased Premises, including the field, in a neat, clean, and respectable condition after each use. RC may use District owned rakes that are stored on the Leased Premises.

21. **Duties after Using Facilities.** If RC uses a facility on the Leased Premises to sell concessions, RC must clean and close the facility after using it. This includes sweeping the floor, cleaning the popcorn machine and other equipment, wiping off the cooler, wiping off the counters, and locking the door. If RC uses the press box, RC must do the following after using it: turn off the PA system; put away microphones; put away cords; turn off the scoreboard controller; wipe off counters; empty the trash; and lock the door. RC may use District owned brooms that are stored on the Leased Premises. RC must leave the facilities located on the Leased Premises in a neat, clean, and respectable condition after each use.

22. **Mowing, Trimming, and Irrigation.** From June 1 to August 30 of each year covered by this Agreement, the District will be responsible for sixty-five percent (65%) of the cost of mowing, trimming, and irrigating the baseball field located on the Leased Premises. From June 1 to August 30 of each year covered by this Agreement, RC will be responsible for thirty-five percent (35%) of the cost of mowing, trimming, and irrigating the baseball field located on the Leased Premises.

23. **Alterations to the Leased Premises.** RC may not erect any structures or make any structural changes, alterations, modifications, or additions to any part of the Leased Premises without prior written permission from the District's superintendent. RC must not allow any liens or other encumbrances to attach to the Leased Premises

24. **Signage and Advertising.** RC may not install any signage or advertising on the Leased Premises without prior written permission from the District's superintendent.

25. **Dangerous Substances.** RC may not possess, use, store, or dispose of any toxic, hazardous, flammable, or explosive substance (including fireworks) on the Leased Premises. RC will indemnify and hold the District harmless against any claim, liability, damage, costs, penalties, or fines that the District may be subjected to as a result of the RC's use of the Leased Premises in violation of this Agreement or in violation of any law or regulation, including any environmental law or regulation.

26. **Force Majeure.** Neither party will be in default or liable for any failure to perform or any delay in performing under this Agreement if the failure or delay is caused by any reason beyond its control, including an act of God, fire, explosion, hostilities or war, labor strike, or other work stoppage involving the party's employees. A party declaring force majeure must give timely written notice to the other party.

27. **No Assignment or Subletting.** RC may not assign or transfer its interest or any rights under this Agreement. Additionally, RC may not sublet any portion of the Leased Premises. Any purported assignment or sublease will not relieve the RC of its obligations under this Agreement.

28. **Notices.** All notices are effective on the date of mailing or, in the case of email, on the date of receipt. All notices under this Agreement must be sent by email or by certified mail, return receipt requested, to the following addresses:

Kevin Engbretson
Rockford Crows
6018 Little Creek Ln
Rockford, MN 55373
E: kdenge@msn.com

Jeff Riddlehoover, Superintendent
Independent School District No. 883
6051 Ash Street
Rockford, MN 55373
E: Jeff.Riddlehoover@rockford883.org

29. **Relationship of the Parties.** Nothing in this Agreement may be construed to create a partnership, agency relationship, or joint venture between the parties. The parties have no

authority or power to take any action that could legally bind the other party. The sole relationship of the parties is that of a lessee and lessor as documented in this Agreement.

30. **Equal Drafting.** If either party asserts that a provision of this Agreement is ambiguous or unenforceable, the Agreement will be deemed to have been drafted equally by the parties.

31. **No Waiver.** The failure to insist on compliance with any term, covenant, or condition contained in this Agreement may not be deemed to be a waiver of that term, covenant, or condition. Similarly, the waiver of any default by any party or the failure to give notice of any default is not a waiver of any subsequent default, and may not be deemed to be a failure to give notice with respect to any subsequent default.

32. **Severability.** The provisions of this Agreement are severable. If a court of law determines that any provision of this Agreement is unenforceable, the remaining provisions will remain in full force and effect.

33. **Captions and Titles.** The captions and titles in this Agreement are solely for the purpose of convenience and ease of reference and in no way define the intent of this Agreement.

34. **Governing Laws.** This Agreement and the rights of the parties will be governed, construed, and enforced in accordance with the laws of the State of Minnesota.

35. **Entire Agreement.** The terms of this Agreement reflect the entire agreement between the parties. Except as stated in this Agreement, no party has relied on any statement, promise, inducement, or representation. This Agreement supersedes any and all prior agreements between the District and RC related to the Leased Premises. No changes to this Agreement will be valid unless both parties agree to the change in writing, as evidenced by a duly signed addendum to this Agreement. A copy of this Agreement will have the same legal effect as the original.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown by their signatures. By signing below, each party specifically acknowledges that it has read this Agreement; that it has had the opportunity to review this Agreement with legal counsel; that it understands this Agreement; and that it voluntarily agrees to be legally bound by this Agreement.

Independent School District No. 883

Rockford Crows

School Board Chair

Its:

Date: _____

Date: _____

School Board Clerk

Its:

Date: _____

Date: _____

