

**COMMERCIAL BARE LAND LEASE**

THIS AGREEMENT, made this 9<sup>th</sup> day of August, 2017, by and between ISD #463, party of the first part, Lessor, and City of Eden Valley, party of the second part, Lessee.

WITNESSETH, That the said party of the first part, in consideration of the rents and covenants hereinafter mentioned, does hereby Demise, Lease and Let unto the said party of the second part, and the said party of the second part does hereby hire and take from the said party of the first part, the following described premises situated in the county of Stearns and meeker and State of Minnesota:

Football practice field (approximately 300' x 300')  
The available parking at the Eden Valley elementary, the softball field parking area (not to include the softball field) and the Elementary athletic area west of the elementary school

TO HAVE AND TO HOLD, The above rented premises unto the said Lessees, their heirs and assigns, subject to the conditions and limitations hereinafter mentioned, for and during the full term of four (4) days (08/17/17 to 08/20/17) for the purpose of the “Midsummer Blast Event”.

And the said Lessees agree to and with the Lessors to pay as rent for the above mentioned premises for and during the term of this Lease, the sum of One Dollar (\$1.00).

And the said second party also covenants and agrees to and with the said first party, not to assign this lease or underlet the above rented premises or any party thereof, without first obtaining the written consent of the said first party and that is will, at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the said first party, its heirs or assigns, in as good condition and repair as when taken.

The Lessee is responsible for any damage to school property that is related to the “Midsummer Blast Event”. The Lessee agrees to list the Lessor as an additional insured during the term of this Lease.

The Lessee will be responsible for providing is own electricity and toilet facilities.

The Lessor also understands that beer and wine coolers and food will be sold at the event and specifically grants Lessee permission for said sales.

Lessee will indemnify and hold harmless Lessor from any and all claims, actions and judgments, including all costs of defense and attorney’s fees incurred in defending against same, arising from and related to Lessee’s use of the above reference premises. Lessee’s actions include the acts of Lessee’s agents and employees.

And is it further agreed that the said first party covenants that the said second party, on paying the rents and performing the covenants aforesaid, shall peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid.

EV-W Schools (ISD #463)

City of Eden Valley

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Mark Messman, Superintendent

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Brent Bengtson, Mayor