

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 8<sup>th</sup> day of March, 2019, by and between Independent School District #709, a public corporation, hereinafter called DISTRICT, and Lakeview Christian Academy, an independent contractor, hereinafter called LCA.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby LCA will lease the track located at Central High School.

The terms and conditions of this Agreement are as follows:

1. **Leased Premises.** DISTRICT, in consideration of the rents and covenants contained in this Agreement, does lease to LCA and LCA does rent from DISTRICT premises situated in the County of St Louis, and State of Minnesota, described as follows:

Central High School Track facility (the "Premises").

2. **Use.** LCA will use and occupy the Premises, just as they are, during the hours of 3:30 pm to 5:30 pm, Monday through Fridays, on the following date(s): March 8, 2019 to June 7, 2019, for the following purpose(s):

Use of Central High School track facility, track practice

3. **Rent.** LCA agrees to pay to the DISTRICT as a flat rate for the Premises the sum of two thousand and no/100 dollars, to be paid within thirty (30) days of its receipt of a fully executed copy of this Agreement. Rent is for approximately fifty days of use at forty dollars per day.
4. **Snow.** The track, if covered by snow, may be cleared by the DISTRICT at the rate of fifty dollars per hour if the DISTRICT has staff available. LCA will notify the DISTRICT if this option will be needed. LCA agrees to pay any fees related to snow removal/clearing if they request removal. DISTRICT will invoice LCA and payment will be due within thirty days of receipt of the invoice.
5. **Storage.** LCA may utilize the garage for storage, but will not hold the DISTRICT accountable for items that are stolen or vandalized.
6. **Keys.** LCA will be required to go to the Facilities Department at DISTRICT and complete a key application form. LCA will be issued keys to both the gates for traffic on the road entrance to the Premises as well as the gate for the track/field. LCA agrees not to borrow these keys to anyone other than those responsible for running the track activities. If keys are misplaced or lost, LCA agrees to notify the DISTRICT as soon as possible.
7. **Secure the Premises.** LCA agrees to secure, daily, both the gates for traffic on the road entrance to the Premises as well as the gate for the track/field when they are done using the Premises.

8. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement. The DISTRICT will issue LCA a refund for approximate days not used based on fifty days of use at forty dollars per day.
9. **Quiet Possession.** DISTRICT promises that upon paying rent and performing the promises contained herein, LCA will peacefully and quietly have, hold, and enjoy the Premises for the entire term specified above.
10. **Assignment or Sublease.** LCA will not assign this Agreement or sublet the Premises without the consent of the DISTRICT.
11. **Surrender of Premises.** LCA will, at the expiration of this Agreement, remove all of its personal property and equipment from the Premises and will quietly yield and surrender the Premises to the DISTRICT in the same good condition that existed when it took them, normal wear and tear and damage from fire, casualty and the elements excepted. All keys will be returned to the Facilities Department at the DISTRICT at the end of this agreement.
12. **Indemnification - LCA.** LCA agrees to hold the DISTRICT harmless and indemnify it from liability for claims for bodily injury and property damage, including personal injury liability, occurring on the Premises, except to the extent such injury or damage is caused by the negligent or wrongful acts or omissions of the DISTRICT, its agents, employees or representatives.
13. **Indemnification - DISTRICT.** DISTRICT agrees to hold LCA harmless and indemnify it from liability for claims for bodily injury or property damage, including personal injury liability, occurring on or about the Premises or building of which Premises is a part, except to the extent such injury or damage is caused by the negligent or wrongful acts or omissions of LCA, its agents, employees, representatives and/or volunteers who are under the direction and the control of LCA.
14. **Notices.** All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to LCA:           Lakeview Christian Academy  
                          Attn.: Amy Ojard, Activities Director Lakeview Christian Academy  
                          155 W Central Entrance  
                          Duluth, MN 55811  
                          Facsimile No: 218-722-7850  
                          E-mail: amy.ojard@lcaduluth.org

If to the DISTRICT: Independent School District #709  
Attn: Cathy Erickson, CFO  
215 N 1st Ave E, Room 215  
Duluth, MN 55802  
Facsimile No.: 218-336-8773  
E-mail: catherine.erickson@isd709.org


15. **Amendments.** This Agreement shall be amended only in a writing duly executed by both parties. This Agreement (including all addenda, exhibits and schedules) is intended by the parties as the final and binding expression of their agreement and all prior negotiations and agreements related to the subject matter of this Agreement are superceded by this Agreement.
16. **Non-Waiver.** No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.
17. **Governing Law; Forum.** The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Minnesota.
18. **Insurance.** LCA shall not utilize property until they have obtained all the insurance described below and the DISTRICT has approved such insurance. LCA shall maintain such insurance in force and effect throughout the term of the contract:


**Commercial General Liability:** LCA is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

- a. ISD 709 must be listed as certificate holder and additional insured
  - i. Can either be listed in the description or the Add'l Insured box is checked
- b. COI must be for general liability (not marine or auto)
- c. The occurrence box must be checked
- d. Certificate holder should state ISD 709 and district address (215 N 1st Ave E, Duluth, MN 55802)
- e. ISD 709 requires \$1M in insurance coverage (can be policy + umbrella to reach this amount)

**Workers' Compensation Insurance:** LCA must provide Worker's Compensation insurance for all its employees.

IN WITNESS WHEREOF, LCA and DISTRICT have executed this Agreement on the day and year first above written.

**Lakeview Christian Academy**  
By:   
Name: Amy Ojard  
Title: Activities Director  
Date: 2/8/2019

**Independent School District #709**  
By:   
Name: Catherine A. Erickson  
Title: CFO, Executive Director, Business Services  
Date: 2-11-19

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