

LEASE AGREEMENT

THIS LEASE AGREEMENT is made on the _____ day of _____, 2019 by and between the City of Minot, Ward County, North Dakota (Minot) whose address is 515 2nd Ave SW (PO Box 5006), Minot, ND 58702, and Men's Winter Refuge, a 501(c) entity (MWR) whose address is 1038 43rd Street SE, Minot, North Dakota 58701.

Subject to the following terms and conditions, Minot leases to MWR the following premises:

Building and lot located at 1038 43rd Street SE, Minot, North Dakota
Township 155 North, Range 82 West, Section 28: Outlot 17 of the N1/2NW1/4

1. Lease Term. The term of this Lease is five years, beginning August 1, 2019 and ending July 31, 2024.
2. Consideration. As consideration, MWR shall pay to Minot the sum of One Dollar (\$1.00) annually, with the first payment to be made on or before August 1, 2019 and each succeeding payment to be made on or before August 1 of each succeeding year during the Lease term.
3. Additional Consideration. As additional consideration, MWR covenants and agrees to use the premises as a homeless shelter to shelter homeless men during winter months, October to April each year, along with an office for the MWR Executive Director or other staff and volunteers.
4. Maintenance, Repairs and Utilities; Renovations. MWR shall keep the premises in good condition and repair and is responsible for all maintenance, damages and repairs (excepting only damages by the elements or acts of God), maintenance, mowing and weed control, snow removal, and all utilities during the Lease term. MWR shall perform or contract and pay for all repairs and may make reasonable improvements, all at its own expense, provided any structural changes or substantial modifications or renovations must be approved in writing in advance by Minot, which approval Minot shall not unreasonably withhold.

5. Security. MWR shall contract for or provide reasonable staffing and security for the premises during times it is operated as a homeless shelter.
6. Inspections. MWR agrees that Minot may enter the property for routine periodic inspections with prior notice to MWR, or, in the event of an emergency or for other good cause, immediately and without notice if notice is not practical.
7. Special Assessments. MWR shall pay all special assessments which may be certified to the county treasurer for collection against the property during the term of this Lease. Examples of such special assessments include, but are not limited to, paving, sewer, water, storm sewer, and street lighting districts.
8. Insurance and Indemnity. Minot shall maintain property insurance for the building under its insurance coverage and policies for city-owned property. MWR shall maintain property insurance coverage for its furniture, furnishings and other property. In addition, MWR shall procure and maintain during the Lease term, liability insurance, with Minot named as an additional insured, with minimum limits in the amount of \$250,000 per occurrence and \$1,000,000 aggregate. MWR agrees to indemnify and hold harmless Minot against all claims or causes of action that arise out of or in connection with its occupancy and use of the premises.
9. Termination. This Lease may be terminated at any time by agreement of the parties in writing. In addition, this Lease may be terminated by either party with notice in writing of default, including violation of terms of the Lease. Upon termination, MWR shall vacate the premises and is responsible or liable for all costs of cleaning and repairs, reasonable wear and tear and damages by the elements or acts of God excepted.
10. Compliance With Laws; Nondiscrimination. MWR shall comply with all applicable laws, regulations and ordinances, and require such compliance by its guests and visitors. MWR shall not discriminate against any person because of race, color, religion, sex, national origin, disability, or otherwise in violation of federal or state law, and shall comply with any applicable federal or state laws requiring affirmative action.
11. Lease not Assigned. MWR may not assign this Lease, except with consent of Minot in writing.

Dated at Minot, North Dakota this _____ day of _____, 2019.

MEN'S WINTER REFUGE:

By: _____

Title: _____

CITY OF MINOT:

By: _____

Title: _____

ATTEST:

Title: _____