

LEASE AGREEMENT
LONG LAKE REGIONAL PARK BOAT HOUSE CENTRAL COMMONS ROOM
Sisu Foundation (DBA Endurance United)

This lease is between Ramsey County, a political subdivision of the State of Minnesota (hereinafter "LESSOR") and Sisu Foundation (DBA Endurance United), a Minnesota nonprofit corporation having an address of 713 Minnehaha Ave East, Suite 216, St. Paul MN 55106 (hereinafter "LESSEE").

1. GRANT OF LEASE/DESCRIPTION OF PREMISES

LESSOR hereby leases to LESSEE, and LESSEE hereby rents from LESSOR, the Central Commons Room within the Long Lake Regional Park aquatics building, located at 1500 Old Highway 8, New Brighton, Ramsey County, State of Minnesota. LESSEE will also be granted use of the bathroom facilities that are accessed only through the Commons Room (excluding separate bathroom facilities also accessed via the exterior of the building).

2. TERM

The term of this lease shall start January 1, 2025 and extend through December 31, 2029. Upon expiration of this term, LESSOR and LESSEE may, upon mutual written agreement, renew the lease on an annual calendar year-to-year basis

3. RENTAL

The rental rates for the lease period are Two Hundred Twenty dollars (\$220) per month. Rental payments are due and payable, in advance, on the first day of each month during said term. Rental payments will be sent to the contact for notices, provided below. The monthly rental rate may be reduced by Twenty dollars (\$20) per month in consideration for each Additional Option Program Offering event provided by LESSEE described in Section 4 of this agreement. However, the monthly rental rate shall not be less than One hundred forty dollars (\$140) per month, and any rental reduction shall only be effective for the calendar year in which the programming outlined in Section 4 was provided to the public.

4. PROGRAMMING

During the term of this lease, LESSEE agrees to provide public programs. LESSOR will promote the programs. LESSEE will manage registrations and payments. All programs must be agreed upon by both LESSEE and LESSOR with the goal of using Endurance United's experience and resources to provide LESSOR and the residents of Ramsey County with unique experiences including canoeing and kayaking opportunities while simultaneously raising the public profile of LESSEE.

LESSEE agrees to provide the following programming:

Base Level Programming Provided – Three free public boating events each summer, one in each of the months of June, July, and August. LESSEE shall provide LESSOR with its proposed program slate no later than March 31st of each calendar year, and LESSOR officials will, if such program slate is acceptable to LESSOR, provide final approval to LESSEE for the event proposed program

slate. Each of these events will provide opportunities for members of the public to use canoes, kayaks and related equipment provided by LESSEE. LESSEE agrees to provide event registration and a participant waiver for each of these events. Both LESSEE and LESSOR will advertise the free public boating events (e.g., add to their respective websites, newsletters, email lists, etc.).

Additional Optional Program Offerings - In addition to the agreed upon public boating events LESSOR proposes additional events be offered which would lower the monthly rental fee for LESSEE. Each additional agreed upon event offering would lower the monthly rental fee by \$20 with a maximum number of additional events being four for a rental rate of \$140 a month.

LESSOR will waive special event permit fees for these approved events. Additional event permit fees such as sheriff/water permits will be the responsibility of LESSEE as well as application for those permits. The key LESSOR contact person for public events is Thony Thao. Contact information is listed below.

5. DEPOSIT

LESSEE shall deposit with LESSOR a Security Deposit in the amount of Two Hundred dollars (\$200). The Security Deposit shall be held by LESSOR, will not earn interest and may be comingled with other funds. Security Deposits will be refunded upon termination of this lease, less any outstanding costs and charges payable due to, or arising under this lease, or for damage to the PREMISES.

Nothing herein limits LESSEE's liability for outstanding costs or charges, or for damages to the PREMISES by the amount of the Deposit. LESSEE remains primarily responsible for these costs, charges and damages.

6. ALTERATIONS

During the term hereof or any renewal term, LESSEE must obtain the written pre-approval of LESSOR before making any alterations to the interior space of the leased premises. In no event shall LESSEE be allowed to make any structural alterations to the leased premises or any alterations to the exterior of the leased premises.

Alterations include, but are not limited to, attaching items to walls, ceiling or floor.

LESSEE assumes all costs and liabilities associated with any alterations and will not be compensated for these alterations or improvements at the end of any lease period.

7. USE

LESSOR shall use the Central Commons room within the Long Lake Regional Park aquatics building for storage of kayaks, canoes, and related equipment as LESSEE club activities take place on Long Lake and this facility would provide a convenient storage and launching site.

The Long Lake Regional Park waterfront and surrounding area will be open for public use every day from approximately April - November. LESSEE may use the designated kayak / canoe boat launch site but may not interfere with members of the public utilizing the boat launch or turf areas.

LESSEE may not interfere with the enjoyment of park users and must abide by LESSOR Park Ordinances.

8. SIGNS

LESSEE is granted permission to post free-standing temporary signs during club activities promoting membership in the club and club events. Promotional materials are to be stored out of sight outside of club event times. LESSEE agrees to maintain said signs in good state of repair; to save LESSOR harmless from loss, cost or damages as a result of such signs and to repair any damage which may have been caused by the erection, existence, maintenance or removal of such signs. At the end of the term hereof or any renewal thereof, LESSEE agrees to remove such signs at its own expense. Any signs may be required by LESSOR to match a standard design or theme used for other signs in the community, in the park system or among county buildings.

9. LESSEE'S RESPONSIBILITIES AND DUTIES

LESSEE shall perform the cleaning and other duties described in this paragraph at least once per week, or more frequently as needed.

LESSEE is responsible for sweeping and mopping the floor as to not allow standing water from boats to collect on the floor.

LESSEE shall make reasonable efforts to recycle items, and LESSOR shall provide recycling containers for this purpose upon request.

LESSEE may use the trash can located within the commons room but must dump all trash in the dumpster located in the adjacent parking lot.

LESSEE agrees to not duplicate or copy the keys provided by LESSOR and to pay One Hundred dollars (\$100) for each lost or stolen key. In the event that doors need to be rekeyed for secure access

LESSEE will pay for related expenses not to exceed two Hundred dollars (\$200).

10. LESSOR'S RESPONSIBILITIES AND DUTIES

1. To provide three (3 sets) of keys to the LESSEE for access to the building and maintain hardware/locks. LESSOR shall be responsible for the repair or maintenance of any lighting systems, electrical wiring, and plumbing.

2. To review and approve or deny suggested interior building alterations as proposed and presented by LESSEE.

3. To communicate with the leadership of LESSEE in advance of the water being turned off and restarted each year. Heat and water are turned off during the winter months and will not be available for LESSEE. In order to minimize expenses and avoid freezing pipes LESSOR shuts water off typically in early October and turns water back on to the building typically in late April. LESSOR reserves the right to select when water will be turned on and off for the season.

4. To coordinate with LESSEE representatives to promote agreed upon public programs and assist with event logistics.

5. To review, and if acceptable, approve a promotional sign or banner developed and paid for by LESSEE promoting LESSEE's organization and event opportunities in manner approved by LESSOR at a location approved by the designated Director of Park Operations.

6. To notify LESSEE of any construction projects which affect the use of the building.

LESSOR provides snow plowing emergency vehicle access only during the winter.

LESSEE may access the building in the winter if they desire but will be responsible for snow removal around the entry door.

11. INSURANCE

LESSEE shall purchase and maintain throughout the term of this lease and any renewals thereof such insurance as will protect the LESSEE and LESSOR from claims which may arise out of, or result from, LESSEE's operations, whether such operations are by the LESSEE or by any subcontractor, or by anyone directly employed by them or claiming by or through LESSEE, or by anyone for whose acts or omissions any one of them may be liable.

LESSEE shall secure the following coverages and comply with all provisions noted below.

Certificates of Insurance shall be issued evidencing such coverage to the County throughout the term of this lease:

LESSEE shall secure the following coverages and comply with all provisions noted.

A. Fire and All-Risk Property Insurance: Coverage shall be written on a replacement cost basis for any personal property and/or improvements or betterments of LESSEE at the PREMISES.

B. Commercial General Liability Insurance.

- i. Amounts
 1. \$1,000,000 per occurrence.
 2. \$2,000,000 general aggregate.
- ii. The policy is to be written as acceptable to the County.
- iii. Club and Ramsey County, and their officials, employees and agents, shall be added to the policy as additional insureds.
- iv. Ramsey County must be named as an "Additional Insured" on the Certificate of Insurance, as follows:
 1. In the description box, the Certificate of Insurance must name "Ramsey County, its agents, officials, employees and volunteers as additional insured."
 2. The certificate holder is: Ramsey County Parks and Recreation, 2015 Van Dyke Street, Maplewood, MN 55109.
- v. All certificates of insurance shall provide that the insurer give the County prior written notice of cancellation, non-renewal or any material change in the policy as required by the policy provisions of Minn. Stat. Ch.60A, as applicable.
- vi. Copies of insurance policies shall be submitted to the County upon request.

C. Sports Accident Insurance. Coverage shall be applicable to injuries sustained as a result of sports-related accidents by members and the public participating in activities at the PREMISES.

E. The above subparagraphs establish minimum insurance requirements, and it is the sole responsibility of the LESSEE to purchase and maintain additional insurance that may be necessary in connection with this lease.

F. LESSEE shall not occupy the PREMISES or use the PREMISESs until LESSEE has obtained the required insurance and filed an acceptable Certificate of insurance with the County. Copies of insurance policies shall be submitted to the County upon request

G. Nothing in this lease shall constitute a waiver by the County of any statutory or common law immunities, limits, or exceptions on liability.

12. INDEMNITY

LESSEE agrees to defend, to hold harmless and indemnify LESSOR, its officials, officers, employees, agents, representatives, clients, customers or invitees against any and all liability, costs, claims, lawsuits, damages for lawsuits, all expenses, including attorney's fees, and all damages (including but not limited to bodily injury, personal injury, property damage and attorney's fees) arising from or allegedly arising from the use or operation of the PREMISES, or the business or activities of LESSEE. For other claims arising out of or related to this agreement, each party agrees to be responsible for its own acts and omissions while carrying out the terms of this agreement.

13. TERMINATION

This lease may be terminated by either party upon delivery of 30-days written notice to the other party for cause or with 90-days written notice without cause.

14. AMENDMENT

This lease shall not be altered, changed or amended except by written mutual agreement of the parties.

15.NOTICES

All notices or demands given or required to be given hereunder shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the intended recipient's address or addresses below set forth or at such other address or addresses as the intended recipient may have theretofore specified in a written notice to sender given in accordance with the requirements of this paragraph. Any such notice so given shall be deemed given on the day of deposit in the United States mail, and if sent as aforesaid shall be effective whether or not received by the addressee.

For LESSOR:

Recreation Services Supervisor
Thony Thao
Ramsey County Parks & Recreation
2015 N. Van Dyke Street
Maplewood, MN 55109
Office: 651-266-0325
Cell: 651-323-3573
Thony.Thao@co.ramsey.mn.us

Park Maintenance Supervisor
Rob Adams
Ramsey County Parks & Recreation
2015 N. Van Dyke Street
Office: 651-748-2500
Cell: 651-303-0028
Rob.Adams@co.ramsey.mn.us

Director, Department of Property
Management
Metro Square Building
121 Seventh Place East
Suite 2200
Saint Paul, MN 55101

Director of Park Operations
Kristopher Lencowski
Ramsey County Parks & Recreation
2015 N. Van Dyke Street
Office: 651-266-0330
Cell: 651-303-6126
Kristopher.Lencowski@co.ramsey.mn.us

With Copy to:
Director, Department of Property Management
Metro Square Building
121 Seventh Place East
Suite 2200
Saint Paul, MN 55101

For LESSEE:
Michael Brown
Board President, LESSEE
713 Minnehaha Ave East
St. Paul MN 55106
612-850-3937
info@enduranceunited.org

16. QUIET ENJOYMENT

LESSOR agrees that upon compliance with the terms and conditions of this lease, LESSEE shall and may peaceably and quietly have, hold and enjoy the leased premises for the term of this lease and any renewal of said term.

17. ENTRY BY LESSOR

LESSOR, its employees, agents and contractors shall have the right to enter the PREMISES upon the following terms: at reasonable hours for the purpose of performing the work and services required of LESSOR under this lease, at reasonable hours and upon reasonable notice to make inspections of the PREMISES, at any time in the event of an emergency.

18. SURRENDER

At the expiration of said term or any renewal thereof, LESSEE will quit and surrender the PREMISES hereby leased in as good state and condition as when possession was delivered.

19. SEVERABILITY

If any term or provision of this lease shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this lease shall not be affected thereby but each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

20. SUBLET and ASSIGN

Notwithstanding any other terms of conditions to the contrary in this lease, it is understood and agreed that LESSEE shall not sublet or assign the lease without the prior written consent of LESSOR, which may be withheld in LESSOR'S sole and absolute discretion.

21. HEADINGS

Headings in this lease are for convenience only and are not to be construed as a part of this lease nor to define or limit in any way the scope or intent of the provisions hereof.

22. NON-DISCRIMINATION

The LESSOR agrees to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, sexual orientation, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability or age.

23. APPLICABLE LAW

This agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement shall be venued in the State of Minnesota, District Court, Second Judicial District. EACH OF LESSOR AND LESSEE HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THIS LEASE.

24. HAZARDOUS MATERIALS

Except for Hazardous Material contained in products used by LESSEE in de minimis quantities for ordinary cleaning and office purposes, LESSEE shall not permit or cause any party to bring any Hazardous Material upon the PREMISES or transport, store, use, generate, manufacture, dispose, or release any Hazardous Material on or from the PREMISES without LESSOR'S prior written consent. LESSEE, at its sole cost and expense, shall conduct its activities in the PREMISES in strict compliance with all environmental requirements and all requirements of this Lease.

25. ENTIRE AGREEMENT

This instrument, with any exhibits and riders attached hereto, contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, not embodied herein shall be of any force or effect. This lease and the exhibits and riders may be altered,

amended, or revoked only by a subsequent instrument in writing signed by duly authorized representatives of LESSOR and LESSEE.

IN WITNESS THEREOF, the parties have caused this lease to be executed as of the day and year first below written.

<p>LESSOR</p> <p>RAMSEY COUNTY</p> <p>By: _____ Rafael E. Ortega Chair, Ramsey County Board of Commissioners</p> <p>By: _____ Jason Yang, Chief Clerk</p>	<p>LESSEE:</p> <p>SISU FOUNDATION (dba Endurance United)</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
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DEPARTMENTAL RECOMMENDATION:



Mark McCabe Director of Parks and Recreation

APPROVED AS TO FORM:



Kathleen Ritter (May 21, 2025 13:07 CDT)

Assistant County Attorney
