



Le Sueur County, MN

Tuesday, November 6, 2018

Board Meeting

Item 7

9:40 a.m. Casi Story, 4-H Program Coordinator (5 min)

RE: 4-H Foodstand Lease Agreement

Staff Contact:



UNIVERSITY OF MINNESOTA
4-H FOODSTAND LEASE AGREEMENT
4-H Owned Equipment in County-Owned Building on Fairgrounds

THIS 4-H FOODSTAND LEASE AGREEMENT ("Agreement") is entered into effective as of May 3, 2018, by and between Regents of the University of Minnesota, through Minnesota Extension, 4-H Youth Programs, Mankato Regional Office ("University") and Le Sueur ("County"). This Agreement is entered into by University through Minnesota Extension, 4-H Youth Programs, Le Sueur County/Regional Office, Attn.: Casi Story 88 S Park Ave, Le Center, MN 56057.

WHEREAS, County owns and maintains a building on the Fairgrounds which includes a kitchen (the "4-H Building"); and

WHEREAS, University, through the Le Sueur County 4-H Federation ("4-H"), owns certain equipment located in the kitchen (together such equipment and kitchen are generally referred to as the "4-H Foodstand"); and

WHEREAS, County agrees to give 4-H exclusive use of the 4-H Foodstand during the Le Sueur County Fair and at such other times as agreed to by County and 4-H.

NOW, THEREFORE, County and University agree as follows:

1. Use. 4-H shall have exclusive use of the 4-H Foodstand during the dates of the Le Sueur County Fair, including three (3) day(s) before and three (3) day(s) after, and at such other times as mutually agreed by County and 4-H. County shall obtain 4-H's consent before County permits use of the 4-H Foodstand by a third party when the 4-H Foodstand is not being used by 4-H. County shall be responsible for promptly repairing damage to or replacement of the 4-H Foodstand resulting from such third-party use.

2. Term. The term of this Agreement will be ten (10) years, beginning on May 3, 2018. This Agreement may be terminated by 4-H or University at any time by giving County at least sixty (60) days' written notice.

3. Rent. Select one:

- ☒ No rent shall be charged to 4-H in connection with its use of the 4-H Foodstand.
☐ 4-H shall pay to County the cost of utilities used by 4-H in lieu of rent.
☐ 4-H shall pay to County yearly rent in the amount of _____ and no/100 dollars (\$ _____) on or before _____.
☐ 4-H shall pay to County _____ percent (____ %) of net sales during the County Fair within _____ (_____) days after the close of the Fair.

4. Taxes. County shall pay all real and personal property taxes, special assessments or amounts in lieu of taxes levied against the 4-H Building, the Foodstand and the Fairgrounds.

FORM: OGC-SC671
Form Date: 12.21.07
Revision Date: 05.07.09

Fair Doc. 004

5. Utilities, Maintenance and Insurance. County shall provide utilities, including, without limitation, electricity, plumbing and heating systems, maintenance and repair to the 4-H Building and the 4-H Foodstand. County shall maintain casualty and property insurance on the 4-H Building, including the 4-H Foodstand. 4-H shall maintain property insurance on the equipment located in the 4-H Foodstand.

6. Alterations. 4-H shall make no alterations or modifications to the 4-H Foodstand. Neither County nor 4-H shall install any new equipment upon the 4-H Foodstand without the prior written consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed.

7. Right of Entry. County or its authorized representative may enter the 4-H Foodstand at all reasonable times to inspect the 4-H Foodstand and to perform any work requested by 4-H or required under paragraph 5 of this Agreement, provided that such work does not unreasonably disturb 4-H's use of the 4-H Foodstand.

8. Notices. All notices and other communications will be in writing and will be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by overnight courier service or by first-class United States mail to the other party at the address provided in this Agreement, with a signed copy to Assistant Dean and Chief Operating Officer, University of Minnesota Extension, 240 Coffey Hall, 1420 Eckles Avenue, St. Paul, MN 55108-6030.

9. Amendments. This Agreement shall be amended only in a writing executed by University and County.

10. Entire Agreement. This Agreement is intended by the parties to be the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.

11. 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.

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

Regents of the University of Minnesota

Le Sueur County

By: _____
Name: Casi Story
Title: Extension Educator
Date: _____

By: _____
Name: _____
Title: Le Sueur County Board Chair
Date: _____