

LEASE AGREEMENT

This Lease Agreement made this _____ day of _____, 2010, by and between the City of Columbia Heights, Minnesota, hereinafter, "City" and Upper Midwest Golden Gloves, Inc., a Minnesota corporation, hereinafter "Golden Gloves."

WHEREAS, City has space for usage by Golden Gloves; and

WHEREAS, Golden Gloves desires to utilize such space from City;

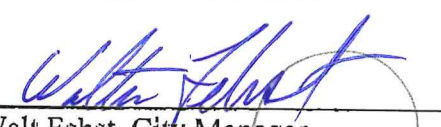
NOW, THEREFORE, in consideration of the terms and mutual covenants contained herein, the parties agree as follows:

1. Premises. City hereby demises and lets until Golden Gloves a portion of the building commonly referred to as City Hall, located at 590 40th Avenue NE, and which leased area is specifically defined and outlined in Exhibit A attached hereto and made a part of this Agreement. Hereinafter, the area defined per Exhibit A shall be referred to as the "Demised Premises."
2. Purpose. The Demised Premises shall be used by Golden Gloves for the operation of its Gym Program. The operation of the program shall be consistent with the Gym Concept as set forth in Exhibit B attached hereto and made a part of this Agreement.
3. Term. This Lease Agreement will be effective from _____, 2010 to _____.
4. Rent. Golden Gloves agrees to pay to the City rent on a monthly basis of Two Hundred Dollars (\$200.00) per month for the term of the Lease, due and payable on the first day of each month, commencing _____, 20__.
5. Golden Gloves' Obligations. Golden Gloves shall:
 - a. Provide evidence to City of comprehensive general liability insurance insuring Golden Gloves against liability arising out of this Lease Agreement, product liability, or the use, occupancy or maintenance of the Demised Premises, in such amounts as approved by City. Such insurance shall name City as an additional insured. Said insurance policy and certificate shall not be cancelled or its conditions altered in any manner without prior written notice to City.
 - b. Provide necessary volunteer and/or paid staff for the effective operation of the site.
 - c. Comply with all state and federal laws relating to the operation of the gym.

6. City's Obligations. City shall:
- a. Furnish heat, light and water for the operation at the Demised Premises, and be solely responsible for the payment thereof.
7. Hold Harmless/Indemnification. Golden Gloves will hold harmless and indemnify City from any and all liability, loss, damages, costs or expenses including attorneys fees brought against City as a result of Golden Gloves activities on the Demised Premises.
8. Termination. Either party may terminate this Lease Agreement within thirty (30) days written notice to the other party.
9. Entire Agreement. This Lease contains the entire Agreement between the parties with respect to the Demised Premises. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
10. Modification. No amendment, modification, or supplement to this Lease shall be valid and binding unless mutually agreed upon by City and Golden Gloves in writing.

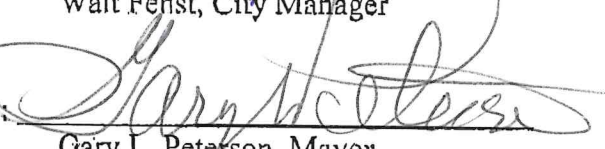
IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first written above.

CITY OF COLUMBIA HEIGHTS

By: 

Walt Fehst, City Manager

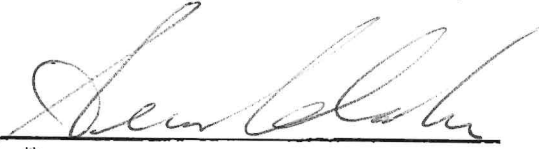
Date 1/4/11

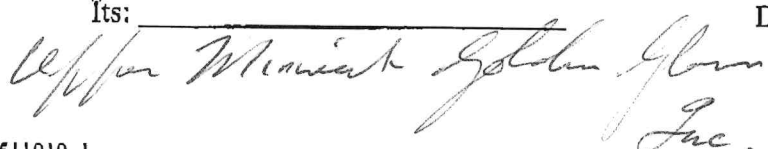
By: 

Gary L. Peterson, Mayor

Date 12-27-10

UPPER MIDWEST GOLDEN GLOVES, INC.

By: 

Its: 

Date _____