

CITY OF MARSHALL
RED BARON ARENA & EXPO AND AMATEUR SPORTS COMPLEX SERVICE
AGREEMENT WITH MARSHALL CONVENTION AND VISITORS BUREAU

THIS AGREEMENT, made and entered into this 1st day of January 2024 (“Effective Date”), by and between the Marshall Convention and Visitors Bureau, whose address is 1651 Victory Drive, Marshall, MN 56258 (hereinafter referenced as “CVB”), and the City of Marshall, Marshall, MN 56258, (hereinafter referenced as “CITY”).

WHEREAS, the parties desire to enter into a service agreement for the purpose of marketing, promoting, sponsor relations and scheduling the City of Marshall owned facilities of the Red Baron Arena & Expo and Amateur Sports Complex in accordance with the City Code of Ordinances Chapter 70 Taxation Article IV Food and Beverage Tax; and

WHEREAS, the private-public partnership outlined in this agreement will create operational efficiencies, maximize limited financial resources, and create a more coordinated community effort to increase users of the Red Baron Arena & Expo and Amateur Sports Complex; and

WHEREAS, the City and CVB must foster relationships which allow contribution of our individual skills toward the common goal, and promote the individual strengths and unique characteristics of each entity to best provide a full service experience for our visitors and users; and

WHEREAS, CVB will serve as a facilitator, and will provide the services pursuant to terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements as set forth herein, the parties hereto agree as follows:

- 1) CVB Scope of Services Subject to the terms and conditions of this agreement, CVB agrees to provide administrative services to market, promote and schedule the City of Marshall’s Red Baron Arena & Expo and Amateur Sports Complex including, but not limited to the following:
 - a. CVB will assist in the development of an annual budget, updated as needed with input and approval from the Parks and Recreation Superintendent, City Administrator, and City Council.
 - b. CVB will assist in the development of a marketing plan, updated as needed with input and approval from the Parks and Recreation Superintendent and City Administrator. The plan will identify the marketing and promotions of these facilities. The plan shall include clearly articulated vision, goals, objectives, and tasks as well as ongoing performance measures.
 - c. CVB will assist in the development of all related user fees and sponsorships.

- d. The CVB shall directly involve the designated sports commission in planning and pursuit of strategic alliances, partnerships, and agreements as it may relate to this Agreement and future amendments.
- e. The CVB will provide staff to compose letters, memorandum, and other business correspondence, assist with the management of the designated sports commission related files and projects, coordinate meeting agendas, and participate in presentation of information at meetings.
- f. The CVB will provide staff to maintain the Red Baron Arena & Expo's website and social media.
- g. The CVB will assist in maintaining facility schedules and related contracts for users at the Red Baron Arena & Expo.
- h. The CVB will provide an annual presentation (written and/or oral) of outcomes/status updates to the City Council.

2) Event Roles: The parties agree to the following division of roles related to events:

ROLES	RESPONSIBLE PARTY	DESCRIPTION
Recruiting/Event sourcing	CVB	Develop and maintain solid relationship with organizations/exhibitors
Online Scheduling/Calendar	CVB	Confirm/deny date and time. Add to calendar. *City meetings/events are booked through City staff
Concession/Studio 1 Communications	CVB	Identify which dates need coverage for events.
Event Contracts/Documents	CVB	CVB originates the schedule, sends out the contract and secures the signed contracts
Advertising and Marketing	CVB	Create plan to market and communicate the event. Update website and social media outlets. Implement traditional and digital marketing campaigns.
Event Planning Meeting	CVB Rep/Event Manager --Develop Agenda City Rep Maintenance Sound Technician	Detailed description of event needs. Coordinate logistics (food location, participants, supplies needed, etc.)
Set-up	City Maintenance Crew	Coordinate event needs (set-up chairs/tables/etc.)
Event Manager	CVB	Attends event.
Tear Down	City Maintenance Crew	Clean up.

Post-event Meeting	CVB Rep/Event Manager --Develop Agenda City Rep Maintenance Sound Technician	Review the successes and challenges the event and determine areas needing improvement.
Billing/Collection	City	Send invoices for event and collect payment.
Manage Sponsorship agreements/add additional revenue dashers/bb/sb complex/outfield signage	CVB	Create and market sponsorship programs.
Tracking of reservations on a shared platform outside of rSchool to be updated in a timely manner by all parties	CVB / Studio 1 / City Staff	Utilize external spreadsheet or platform that all parties have access to fully list all events and due dates.

3) CVB Governance

- a. The CVB is established pursuant to Chapter 70, Section 70-22 of Marshall City Code and must comply with Article 70-II and all other applicable City Code provisions and state laws.
- b. The CVB Director or their designee shall coordinate with designated City officials in preparation of agendas and be responsible for presentations at the Southwest Minnesota Regional Amateur Sports Commission meetings.

4) CVB Staff

- a. The staffing and management of the CVB is the responsibility of the CVB Board of Directors, who will assume full responsibility for employment, discharge and day-to-day management of the CVB.
- b. The CVB represents that it is skilled in the matters addressed in the Scope of Services and is performing independent functions and responsibilities within its field of expertise. The CVB and its personnel are independent contractors and not employees of the City. As an independent contractor, the CVB is responsible for its own management including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts, and eligibility for employee benefits. The City's administration and enforcement of this Agreement shall not be deemed an exercise of managerial control over the CVB or its personnel. CVB has no authority to make any binding commitments or obligations on behalf of the City except to the extent expressly provided herein.

- c. Worker's Compensation Insurance. Throughout the Term, CVB and the City shall each maintain Worker's Compensation Coverage to the extent required by law.

5) CVB/CITY Collaboration

- a. Reports and Information: In addition to complying with the requirements with Article 70-II, including Section 70-22 of Marshall City Code, the CVB shall furnish periodic reports and documents on matters covered by this Agreement within a reasonable time upon request by the City. The reports and documents shall be furnished as follows:
 - i. Annual Budget and Business Plan. The CVB shall provide a presentation to the City Council along with an overview of the annual budget and business plan. The annual business plan should detail the tourism promotion programs tied to the annual budget and metrics for determining the success of the promotion programs. The annual budget must include the salary of any employee, officer, director or trustee required to be reported on IRS Form 990.
 - ii. Annual Report. The CVB shall submit an annual report to the City by December 15th of each year.
 - iii. Quarterly Financials. The CVB shall provide the City's Finance Director, or designee, with a quarterly financial statement. The financial statement shall show: (a) list of bills/expense report; (b) budget to actual statement; and (c) current fund balance.
 - iv. If the City requests additional information related to events, the CVB will provide that information in a format which includes the following:
 - 1. List of special events sponsored by the CVB with the amount of revenue expended on each festival, special event or tourism-related facility;
 - 2. The estimated number of tourists and/or persons traveling over fifty miles to the destination, and
 - 3. The estimated number of lodging stays generated per festival or tourism-related event.
- b. Collaboration. Collaboration with the Parks & Recreation Superintendent, Executive Committee of the designated sports commission and CVB Director is essential.
- c. Staff Needs. CVB agrees, upon request, to provide other staff or consultants as determined necessary to provide services as outlined herein. If provision of additional staff would result in CVB exceeding its budget, CVB and City agree to meet and confer on staffing needs.

- d. Regular Meetings. CVB will facilitate regular meetings with City staff to discuss business projects, share information on pending projects, develop appropriate responses and provide updates.
- e. Regional Presence. CVB staff is expected to participate in regional and State organizations and efforts related to activities of the designated sports commission.

6) Payment and Terms

- a. Payment: Monthly payments for services in the amount of \$7,000 shall be paid by the 1st of the month for that service month, on a monthly basis by the City of Marshall. These payments will cover all costs associated with providing all related services. All payments shall be made to Marshall Convention & Visitors Bureau, 1651 Victory Drive, Marshall, MN 56258.
- b. Term: The Agreement shall become effective January 1, 2024 and continue until December 31, 2024. ("Term"). For the convenience of City, CVB may hold over this service agreement subsequent to the expiration of the Term until this Agreement is modified or superseded by a new agreement approved by City and CVB. During any holdover period, any such holding over shall also be subject to all other terms of this Agreement. Nothing in this Agreement prevents, limits, or otherwise interferes with the right of the City to terminate the services of CVB at any time pursuant to this Agreement.

7) Indemnity and Duty to Defend. Each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law. CVB agrees to defend, indemnify and hold the City, its officers, employees, and agents harmless from any and all liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from the negligent acts or omissions of CVB or of its agents or contractors related to the performance of this Agreement. The City agrees to defend, indemnify and hold CVB, its officers, employees, and agents harmless from any and all liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from the negligent acts or omissions of the City or of its agents or contractors related to the performance of this Agreement. The party seeking to be indemnified and defended shall provide timely notice to the other party when the claim is brought. The indemnifying party shall retain all rights and defenses available to the indemnified party. Nothing in this Agreement constitutes a waiver of any limits on liability, immunities, or exemptions from liability available to either party under Minnesota Statutes, chapter 466 or other law.

8) General Provisions This Agreement shall be governed by the substantive laws of the State of Minnesota without regard to conflict of law principles. The Agreement constitutes the entire understanding and agreement between the parties hereto and their affiliates with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto. This Agreement may be amended only by written agreement, signed by the parties to be bound by the amendment. Evidence shall be inadmissible to show agreement by and between such parties to any term or condition contrary to or in addition to the terms and conditions contained in this Agreement. This Agreement shall be construed according to its fair meaning and not strictly for or against either party.

9) Termination Provision

- a. Mutual Termination. The parties, by mutual written agreement, may terminate this Agreement at any time.
- b. CVB Termination. CVB may terminate this Agreement in the event of a breach of the Agreement by the City upon providing thirty (30) days' written notice to the City, so long as the City is given the opportunity to cure the breach within the thirty (30) day period between the termination notice and the effective date of termination.
- c. City Termination. The City may terminate this Agreement by providing thirty (30) days' written notice at any time for breach upon written notice to the CVB, so long as the CVB is given the opportunity to cure the breach within the thirty (30) day period between the termination notice and effective date of termination.
- d. The City may terminate this agreement for any reason, or no reason, upon nine (9) months' written notice to the CVB.
- e. The City may terminate this Agreement immediately upon the CVB's failure to have in force any insurance required by this Agreement.
- f. Upon termination of this Agreement, all electronic and hard files and their content shall be provided to the City of Marshall at no cost.

Except as provided in Paragraph 10 below, in the event of a termination, the City shall pay the CVB for Services performed to the date of termination.

10) Remedies.

- a. In the event of a termination of this Agreement by the City because of a breach by the CVB, the City may complete the Services either by itself or by contract with other persons or entities, or any combination thereof.

- b. The foregoing remedies provided to City for breach of this Agreement by CVB shall not be exclusive. The City shall be entitled to exercise any one or more other legal or equitable remedies available because of CVB's breach.

11) Notice. Any written notices, including written notice of termination, shall be provided to the parties at the following addresses:

Marshall Convention and Visitors Bureau
1651 Victory Drive
Marshall, MN 56258

Office of the City Administrator
344 West Main Street
Marshall, MN 56258

- 12) Audit. This Agreement is subject to the requirements of Minnesota Statutes, section 16C.05, subd. 5. CVB agrees that the City or any authorized representatives of the City may have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, or other materials during normal business hours and as often as deemed necessary for purposes of auditing revenue and expenditures. CVB agrees to maintain these materials, records, and documents for six years from the date of termination of this Agreement.
- 13) Compliance with Laws. CVB shall exercise due professional care to comply with applicable federal, state, and local laws, rules, ordinances, and regulations.
- 14) Conflict of Interest. In the event of a conflict of interest, the CVB shall advise the City and either secure a waiver of the conflict or advise the City that it will be unable to provide requested marketing and promotion services.
- 15) Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and both parties waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
- 16) Data Practices Act Compliance. Any and all data provided to the CVB, received from the CVB, created, collected, received, stored, used, maintained, or disseminated by CVB pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and specifically Section 13.495.

This paragraph does not create a duty on the part of the CVB to provide access to public data to the public if the public data are available from the City.

- 17) No Discrimination. The CVB agrees not to discriminate in providing Services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to termination of this Agreement.
- 18) Waiver. Any waiver by any party of a breach of any provisions of this Agreement shall not affect in any respect the validity of the remainder of this Agreement.
- 19) Survivability. All covenants, indemnities, guarantees, releases, representations, and warranties of either party or the parties and any undischarged obligations of the parties arising prior to the expiration or termination of this Agreement, shall survive such expiration or termination.
- 20) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- 21) Counterparts. This Agreement may be executed simultaneously in any number of counterparts, all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have hereinto executed this Agreement the date and year first above written.

City of Marshall, Minnesota

By: Robert J. Byrnes
Its: Mayor

Attested by:

By: Steven Anderson
Its: City Clerk

Marshall Convention and Visitors Bureau

By: Keith Petermeyer
Its: Board Chair

By: Cassi Weiss
Its: Executive Director

MARSHALL CONVENTION AND VISITORS' BUREAU LEASE AGREEMENT WITH THE CITY OF MARSHALL

THIS LEASE AGREEMENT, made and entered into this 1st day of January 2024 by and between the City of Marshall ("City"), whose address is 344 West Main Street, Marshall, MN 56258, and the Marshall Convention and Visitors Bureau ("CVB"), whose address is 1651 Victory Drive, Marshall, MN 56258, a 501 (c)(6) Corporation as follows:

WHEREAS, the City has office space, excess office furniture, and office equipment available to house and accommodate CVB's administrative operations at the City of Marshall owned facilities of the Red Baron Arena & Expo and Amateur Sports Complex ("Red Baron Arena") and the City has offered to lease such space, furniture, and office equipment to the CVB, and the CVB is agreeable to such offer; and

WHEREAS, the parties desire to enter into a formal Lease Agreement to outline their respective rights and obligations with each other respecting the lease and use of the office space, and all in accordance with the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual agreements as set forth herein, the parties hereto agree as follows:

- A. Rental Agreement: Subject to the terms and conditions of this agreement, the City agrees to lease and provide rental services to the CVB, including but not limited to:
- Office space at the Red Baron Arena as identified in B below ("Leased Premises")
 - Wireless internet within the Red Baron Arena
 - Cleaning services for meeting space at the Red Baron Arena (if rental schedule allows)
 - Garbage & recycling at the Red Baron Arena
 - Snow removal in the Red Baron Arena parking lot(s) and adjoining sidewalks
 - Utilities. The City of Marshall agrees to provide such heat, electricity, water, and sewage services as are reasonably necessary for CVB's operations at no additional cost to CVB.
 - This agreement allows the CVB to utilize the meeting rooms in the arena, but the community rentals will take priority over the CVB rentals.
 - Access to and from the Leased Premises may require use of other City property adjacent to the Leased premises and such use is granted on a non-exclusive basis. For purposes of this Lease Agreement, access, whether specifically defined or not, is included under the definition of the Leased Premises. CVB understands and agrees that the City shall apply all of the terms of this Lease Agreement to any property adjacent to the Leased

Premises which CVB may occupy just as though the property had been specifically described herein

- CVB will use the Leased Premises in compliance with all Federal, State, local laws and regulations. If for any reason CVB's use of the Leased Premises fails to comply with such laws or regulations, and CVB fails to bring its use into compliance within sixty (60) days after written notice of such non-compliance, the Lease shall be terminated as provided herein, unless sooner if authorized by such law.

B. LEASED PREMISES. The City does hereby lease to the CVB and to permit occupancy and use thereof, and CVB does hereby agree to take from the City, that portion of the Red Baron Arena office space described on the diagram marked as Exhibit A attached to this Lease Agreement ("Leased Premises"). The Leased Premises consist of an approximate 200 square foot area.

CVB agrees to have and to hold the Leased Premises without any liability or obligation by the City of making any additional alterations, improvements or repairs of any kind or nature on or about the Leased Premises, except as hereinafter provided.

C. Payment and Terms CVB shall pay to City of Marshall monthly payments for Rent in the amount of \$400 per month on the first day of each and every month. All payments shall be made to City of Marshall, 344 West Main Street, Marshall, MN 56258.

D. Lease Term. In addition to the month-to-month occupancy, if any, that has occurred prior to execution of this Lease Agreement, and subject to earlier termination as otherwise provided in this Lease Agreement, the City hereby grants to CVB permission to use the Leased Premises for the purposes set forth herein. The Agreement shall become effective January 1, 2024, and continue until December 31, 2024. City hereby grants CVB the option to renew this Lease Agreement for such additional periods as the parties may negotiate prior to the expiration of the then current term. If CVB wishes to renew the Lease Agreement, it shall express that interest by written notice given to the City at least ninety (90) days prior to the end of the term or period of the Lease Agreement then in effect. The City shall thereafter by resolution of the City Council, renew this Lease Agreement on or before the commencement of the renewal term. During each renewal term, all the terms, conditions, and covenants set forth or otherwise incorporated by reference in this Lease Agreement, except the amount of annual rent, shall continue and remain in force.

- E. Repairs. CVB agrees to keep the Leased Premises in neat and reasonable order. However, the City shall remain solely responsible for upkeep and maintenance of common areas and the exterior grounds of the Red Baron Arena, including removal of snow from the parking lot area(s) and any other outdoor areas serving the Leased Premises. The City does not guarantee that the Leased Premises are suited for the CVB's intended use. Consequently, CVB shall have the right, with approval of the City, to remodel, repair, alter or improve the Leased Premises consistent with its use as administrative offices, but only after providing City with one hundred twenty (120) days' written notice. In performing such work, CVB shall in all respects comply with all existing Federal, State, and local building and safety codes, rules and regulations, as well as any permit or other regulatory requirements. Provision for major structural repairs of the Leased Premises, including the repair or replacement of systems such as the air conditioning system, and payment of the cost thereof shall be the responsibility of the City, unless otherwise negotiated by and between the parties and reduced to writing as an amendment to this Lease Agreement. CVB shall have primary responsibility for the security of its own equipment, personal property, and any other leasehold improvements, and as part of any improvements.
- F. Signs. CVB may install such signs in and about City Hall and the Leased Premises, but only after approval by the City and, in the case of exterior signage, only where consistent with any applicable Sign Ordinance.
- G. Right to Enter. The City may enter upon the Leased Premises at any reasonable time for the purpose of inspecting the premises, provided that entry and inspection does not interfere with the CVB's use and enjoyment of the Leased Premises. In addition, CVB, at all times, shall allow the City, in particular, the Police Chief and Fire Chief or their designees, to enter upon the Leased Premises to ensure CVB's compliance with the terms and conditions of this Lease Agreement. The City at all times during this Lease Agreement, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the Arena generally and to temporarily interfere with CVB's and leasehold improvements as may be necessary for City to carry out such activities. City shall endeavor to give no less than forty-eight (48) hours prior notice of such activities to CVB and to reasonably cooperate with CVB to carry out such activities with a minimum amount of interference with CVB's use. Except in emergencies, no interference of CVB's use shall exceed 24 hours unless agreed to in advance by CVB. In such cases, and to the extent reasonably possible, City agrees to make a good faith effort to provide workspace in another portion of the Arena during any such periods of interferences.

H. Mutual Indemnification Obligations City agrees to defend, indemnify, and hold harmless CVB against any and all claims, liability, loss, damage, or expense arising under the provisions of this agreement and caused by or resulting from negligent acts or omissions of City and/or those of its employees or agents. CVB agrees to defend, indemnify, and hold harmless City against any and all claims, liability, loss, damage, or expense arising under the provisions of this agreement and caused by or resulting from negligent acts or omissions of CVB and/or those of its employees or agents.

I. Insurance.

- a. CVB will carry general liability insurance with 1,000,000 per occurrence & 3,000,000 general aggregate. CVB shall obtain and maintain continuously in effect at all times during the term of this Lease, at their sole expense, insurance written by a company licensed to do business in the State of Minnesota of the type and having limits at least as large as those set forth herein. Such insurance shall name the City Of Marshall/ Red Baron Arena & Expo as an additional insured thereunder and shall contain provisions requiring at least thirty (30) days advance notice to the City of the termination or cancellation of all such insurance. CVB shall provide the City with copies of certificate of insurance for all policies required herein evidencing such policies. CVB shall deliver certificates of such insurance to the City before occupying the Facility and installing any equipment.
- b. Property Insurance. CVB shall insure or self-insure their own personal property located on the lease premises.
- c. CVB will carry worker's compensation insurance in an amount meeting or exceeding statutory requirements.

It is understood that the specified amounts of insurance stated herein shall in no way limit the liability of the CVB.

J. No Assignment. CVB shall not sublet the whole or any part of the Leased Premises, nor assign, transfer, hypothecate, or mortgage the Leased Premises, this Lease Agreement or any or all of its rights hereunder. Any transfer, assignment or sublease to the contrary shall be voidable at the option of the City.

K. Termination Provision. Both parties here to reserve the right to terminate or amend the terms of this Agreement by providing Thirty (30) days written notice to the other party. Written notice of termination shall be provided to the parties at the following addresses:

Marshall Convention and Visitors Bureau
1651 Victory Drive
Marshall, MN 56258

Office of the City Administrator
344 West Main Street
Marshall, MN 56258

Upon termination of this Agreement, all electronic and hard files and their content shall be provided to the City of Marshall at no cost.

L. General Provisions.

- a. Choice of Law. This Agreement shall be governed by the substantive laws of the State of Minnesota without regard to conflict of law principles.
- b. Entire Agreement. The Agreement constitutes the entire understanding and agreement between the parties hereto and their affiliates with respect to its subject matter and supersedes all prior or contemporaneous agreements, representatives, warranties and understandings of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto.
- c. No Amendments. This Agreement may be amended only by written agreement, signed by the parties to be bound by the amendment. Evidence shall be inadmissible to show agreement by and between such parties to any term or condition contrary to or in addition to the terms and conditions contained in this Agreement. This Agreement shall be construed according to its fair meaning and not strictly for or against either party.
- d. Civil Rights. CVB shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, marital status, disability, sexual orientation, age, or status with regard to public assistance against any person in employment at, access to and use of the facilities and services operated or otherwise maintained on the Leased Premises. CVB shall operate and maintain such facilities and services in compliance with the provisions of the Minnesota Human rights Act, Minnesota Statute Sections Chapter 363A, as the same may be amended from time to time. These statutory provisions are incorporated in this Lease Agreement as if set forth in their entirety.
- e. Severability. The provisions of this Lease Agreement shall be severable, and the invalidity of any paragraph, sub-paragraph, or sub-division thereof, shall not make void any other paragraph, sub-paragraph, sub-division or any other part.

- f. Waiver. Waiver by the City of any default and performance by CVB of any of the terms or conditions contained herein, shall not be deemed a continuing waiver of that default or any subsequent default.
- g. Compliance with Laws. CVB agrees to comply with all Federal, State and local laws, ordinances, and regulations that may pertain or apply to the Leased Premises and CVB's activities and operations thereon. City agrees to comply with all Federal, State and local laws, ordinances, and regulations that may pertain to its premises and carrying out the provisions of this Lease Agreement.
- h. Successors in Interest. It is mutually agreed that all the terms and conditions of this Lease Agreement shall extend, apply to and firmly bind all successors in interest of the respective parties.
- i. Counterparts. This Lease Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterpart shall constitute one and the same instrument.
- j. Data Practices. Any and all data provided to the CVB, received from the CVB, created, collected, received, stored, used, maintained, or disseminated by CVB pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and specifically Section 13.495. This paragraph does not create a duty on the part of the CVB to provide access to public data to the public if the public data are available from the City.

IN WITNESS WHEREOF, the parties have hereinto executed this Agreement the date and year first above written.

City of Marshall, Minnesota

By: Robert J. Byrnes
Its: Mayor

Attested by:

By: Steven Anderson
Its: City Clerk

Marshall Convention and Visitors Bureau

By: Keith Petermeyer
Its: Board Chair

By: Cassi Weiss
Its: Executive Director