

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

THIS LEASE AGREEMENT, made and entered into this 1st day of January 2026 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 main office space. The Leased Premises consists 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 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, 2026, and continue until December 31, 2026. 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

City of Marshall, Minnesota

By: Karla Drown
Its: Finance Director

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