

**MARSHALL CONVENTION AND VISITORS BUREAU SERVICE AGREEMENT
WITH THE CITY OF MARSHALL**

THIS LEASE AGREEMENT, made and entered into this 1st day of October 2021, by and between the City of Marshall, whose address is 344 West Main Street, Marshall, MN 56258, and the Marshall Convention and Visitors Bureau, whose address is 118 West College Drive, Marshall, MN 56258, a 501 (c)(3) Corporation (hereinafter referenced as CVB) as follows:

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

- 1) Rental Agreement: Subject to the terms and conditions of this agreement, City of Marshall agrees to provide rental services to the CVB, including but not limited to:
 - a. Office space, Wireless Internet, meeting space (if rental schedule allows) cleaning, garbage, recycling, & snow removal to the Convention & Visitor Bureau.
 - b. Utilities. The City of Marshall agrees to provide such heat, electricity, water and sewage services as are reasonably necessary for Tenant's operations at no additional cost to Tenant.
 - c. This agreement will be effective October 1st 2021 – December 31st 2022. Both parties have the right to terminate or amend the terms to this agreement by providing sixty (60) days written notice to the other.
 - d. This agreement allows the CVB to utilize the meeting rooms in the arena, but the community rentals will take priority over the CVB rentals.
- 2) Payment and Terms CVB shall pay to City of Marshall monthly payments for Rent in the amount of \$400 per month on the 1st day of each and every month

All payments shall be made to City Of Marshall, 344 West Main Street, Marshall, MN 56258.

- 3) Mutual Indemnification Obligations City Of Marshall 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 CVB and/or those of its employees or agents. CVB agrees to defend, indemnify, and hold harmless City Of Marshall 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 of Marshall and/or those of its employees or agents. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.
- 4) Liability Insurance The CVB will carry public liability insurance with 1,000,000 per occurrence & 3,000,000 general aggregate.

Insurance.

- A. Marshall Convention & Visitors Bureau 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 Landlord of the termination or cancellation of all such insurance. Tenant shall provide Landlord with copies of certificate of insurance for all policies required herein evidencing such policies. Tenant shall deliver certificates of such insurance to Landlord before occupying the Facility and installing any equipment.

- (1) Owner's, landlord's and tenant's insurance: Tenant shall insure or self-insure their own personal property located on the lease premises.
- (2) Workers' compensation insurance: meeting or exceeding statutory requirements.
- (3) General liability insurance in the amount of \$1,000,000 for injuries to any one person, \$1,000,000 for any one accident and \$100,000 for property damage or, in the alternative, combined single limit coverage of at least \$1,000,000.

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

- C. Except in the case of the willful or negligent act or omission of Landlord, its agent or employee, Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, damages, liabilities and expenses (including attorney's fees) brought or incurred because of any injury to person(s) or damage to property arising from the use, occupancy or control of the Facility by Tenant.

- 5) 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, 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. This letter 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 letter. This letter shall be construed according to its fair meaning and not strictly for or against either party.
- 6) Termination Provision The Agreement shall become effective October 1st 2021 and continue until December 31st 2022. Both parties hereto reserve the right to terminate or amend the terms of this Agreement by providing sixty (60) days written notice to the other party. Written notice of termination shall be provided to the parties at the following addresses:

City Of Marshall
344 West Main Street
Marshall, MN 56258

Marshall Convention and Visitors Bureau
118 West College Drive
Marshall, MN 56258

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

Marshall Convention and Visitors Bureau:

By:
Its: Director; Cassi Weiss

City of Marshall:

By:
Its: Mayor; Bob Byrnes