

**STATE OF MINNESOTA**

**LEASE**

LEASE NO. **DMA-114**

THIS LEASE is made by and between Wright County, hereinafter referred to as Landlord, and the State of Minnesota, Department of Military Affairs, hereinafter referred to as Tenant.

WHEREAS, the Adjutant General is empowered by Minn. Stat. §190 to lease non-state owned property;

NOW THEREFORE, Landlord and Tenant, in consideration of the public benefit hereinafter specified, and recognizing the covenants, representations and conditions in this Lease, the parties do hereby agree each with the other as follows.

1. **LEASED PREMISES** Landlord grants and Tenant accepts the lease of the following described Leased Premises located in the City of Buffalo, County of Wright, Minnesota ZIP:55313

Wright county "old jail" facility located at 10-2<sup>nd</sup> Street NW, Buffalo, MN 55313

2. **USE** Tenant shall use and occupy the Leased Premises only as National Guard Unit Training Space and related activities.
3. **TERM** The term of this Lease is Three (3) years, commencing July 1, 2018 and continuing through June 30, 2021 ("Lease Term").
4. **ACCESS** Tenant will utilize the Leased Premises on a scheduled basis. Schedule and access to the Leased Premises is to be scheduled with the Landlord as follows:
  - 4.1 Tenant will provide Landlord a list of up to four individuals who are responsible to schedule use and check out keys for the use of the facility. Landlord has the right approve or deny any individuals for any reason.
  - 4.2 Tenant will schedule use with Landlord at least one day prior to the expected date of use.
  - 4.3 Keys may be checked out from Landlord one day prior to use and will be returned no later than one day after use.

- 4.4 Tenant will ensure the Leased Premises is picked up and locked up after use to the same or better condition as it was found in.
5. **TERMINATION** This Lease may be terminated by either party for any reason at any time upon giving sixty (60) days prior written notice to the other party.
6. **SURRENDER OF LEASED PREMISES** Landlord and Tenant hereby agree that at the expiration or earlier termination of this Lease or extension thereof, tenant shall remove its Personal Property, vacate and surrender possession of the Leased Premises to Landlord in as good condition as when Tenant took possession, ordinary wear, tear and damage by the elements excepted.
7. **DUTIES OF Landlord** Landlord shall, at its expense, provide the following:
- 7.1 **Management** Landlord agrees that in exercising its management responsibilities of the property of which the Leased Premises are a part, including the maintenance, repair, alterations, and construction relating thereto, it shall comply with all applicable laws, statutes, rules, ordinances and regulations, including but not limited to building code, disability access, zoning, air quality, pollution control, recyclable materials and prevailing wage requirements, as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.
- 7.2 **Utilities** Landlord shall bear the cost of all utilities.
- 7.3 **Restrooms** Landlord shall provide the Leased Premises with restroom facilities for men and women.
- 7.4 **Janitorial Service** Landlord shall provide all janitorial service to the facility when not in use by the Tenant.
- 7.5 **Trash Removal** Landlord shall provide the Leased Premises with a means or system of waste or trash disposal.
- 7.6 **Maintenance** Landlord shall maintain in working condition all appurtenances within the scope of this Lease, to the Landlords standards.
- 7.7 **Delivery of Leased Premises** Landlord covenants that it will deliver the Leased Premises to Tenant in a clean and sanitary condition with all services and appurtenances included within the scope of this Lease in effect and in good running order.

8. **DUTIES OF TENANT**

- 8.1 Tenant shall allow access to the Leased Premises by Landlord or its authorized representatives at any time during the life of this Lease for any purpose.
- 8.2 Tenant shall not use the Leased Premises at any time for any purpose forbidden by law.
- 8.3 Tenant shall not assign, sublet or otherwise transfer its interest in this Lease without the prior written consent of Landlord.
- 8.4 Tenant agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, any other utility or any service, whether such is furnished by Landlord or obtained and paid for by Tenant.
- 8.5 Tenant will remove all personal property from the Leased Premises after each scheduled use.
- 8.6 Tenant is responsible for keeping the Lease Premises in the same or better condition as when it was found each time Tenant vacates the property for any reason.

9. **INSURANCE**

- 9.1 **Property Damage** It shall be the duty of Landlord and Tenant to maintain insurance or self-insurance on its own property, both real and personal. Notwithstanding anything apparently to the contrary in this Lease, Landlord and Tenant hereby release one another and its respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage, even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible.
- 9.2 **Liability** Landlord and Tenant agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Tenant's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.

- 10. **AUDIT** Pursuant to Minn. Stat. §16C.05, subd. 5, the books, records, documents and accounting procedures and practices of Landlord relevant to this Lease shall be subject to examination by the State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Lease.

11. **SMOKING** Pursuant to Minn. Stat. §16B.24, subd. 9, Landlord and Tenant shall not permit smoking in the Leased Premises.

12. **GOVERNMENT DATA PRACTICES ACT COMPLIANCE**

16.1 Landlord must comply with the Minnesota Government Data Practices Act, Minn. Stat., Chapter 13, as it applies to all data provided by Tenant in accordance with this Lease and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Landlord in accordance with this Lease. The civil remedies of Minn. Stat. §13.08, apply to Landlord and Tenant.

16.2 Minn. Stat., Chapter 13, provides that all government data are public unless otherwise classified. If Landlord receives a request to release the data referred to in this Clause, Landlord must immediately notify Tenant and consult with Tenant as to how Landlord should respond to the request. Landlord's response shall comply with applicable law, including that the response is timely and, if Landlord denies access to the data, that Landlord's response references the statutory basis upon which Landlord relied. Landlord does not have a duty to provide public data to the public if the public data is available from Tenant.

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**NO ATTACHMENTS**

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:  
WRIGHT COUNTY

*Landlord certifies that the appropriate person(s) have executed the Lease on behalf of Landlord as required by applicable articles, bylaws, resolutions or ordinances.*

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

TENANT:  
STATE OF MINNESOTA  
DEPARTMENT OF MILITARY AFFAIRS

By \_\_\_\_\_  
Executive Director

Date \_\_\_\_\_  
("Execution Date")