

WRIGHT CHOICE LEASE AGREEMENT

This Lease Agreement is made by and between Wright County (hereinafter County) and Independent School District 877 (hereinafter District 877).

In consideration of the mutual covenants contained herein; the parties hereby agree as follows:

1. Lease of Property. The County hereby leases to District 877, 1,065 gross square feet of space in the Wright County Justice Center.
2. Term. The Lease Agreement is for the months August 15, 2022, through June 16, 2023.
3. Lease Payment.
 - A. Wright County Court Services hereby agrees to pay the sum of \$20,732 for the leased space. One half (\$10,366) shall be due by August 15, 2022, with the second half payment (\$10,366) due by January 13, 2023.
 - B. District 877 hereby agrees to reimburse Wright County Court Services for one-half of the annual rent (\$10,366) due and payable by January 13, 2023.
4. Use of Subject Property. District 877 shall have the right to use the leased space for the "wRight Choice" Program. The space shall be available from 7:30 A.M. to 4:30 P.M., Monday through Friday; excluding holidays observed by the County. The leased space shall not be used for any other activity. It is hereby agreed that there will be no more than ten (10) students in the leased space. They must be supervised at all times.
5. Card Key Access. Employees of District 877 will be required to carry a Card Key Access issued by the Wright County Administration Department. It is only to be used by the individual to whom the card is issued. Staff substitutes will have to report to the Administration Department the morning they are to work to receive a "Temporary" card. All student participants in the Program will be required to use the front entrance to the Wright County Justice Center and shall be required to pass through Security before proceeding to the wRight Choice location.
6. Liability / Indemnification. District 877 shall indemnify and hold the County harmless from all liability, claims, or actions related to injury or damage to person or property that may, in any manner, result from or arise out of use of Wright County property under this Agreement.

7. Insurance. District 877 shall maintain the following insurance products: Commercial General Liability with minimum limits of \$1,500,000 each occurrence, \$3,000,000 General Aggregate; Auto Liability with minimum limits of \$1,500,000 combined single limit (CSL); Worker's Compensation and Employer's Liability with minimum limits of bodily injury by accident: \$500,000 bodily injury by disease: \$500,000 each employee, bodily injury by disease: \$500,000 policy limit; Professional Liability with minimum limits of \$2,000,000 per wrongful act or occurrence, \$4,000,000 annual aggregate. District 877 shall furnish an original Certificate of Insurance as evidence of required coverage prior to this lease becoming effective. Wright County shall be named as Additional Insured on all except Worker's Compensation and Professional Liability.

8. Termination. This Agreement shall terminate automatically upon expiration of Its term as provided in Section 2 above. In addition, either party may terminate this Agreement by providing written notice at least thirty (30) days prior to the intended termination date. In the event District 877 fails to keep the specified insurance coverage in effect during the term of the agreement the County has the right to terminate the agreement by providing written notice at least ten (10) days prior to the intended termination date.

9. Amendment. All negotiations, considerations and understandings between the parties are incorporated herein. This Agreement may be modified or amended only by a written amendment signed by representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Instrument the day and year indicated below.

INDEPENDENT SCHOOL DISTRICT 877

COUNTY OF WRIGHT

BY: _____
 Ryan Tangen
 Director of Finance and Operations

BY: _____
 Christine Husom
 Board Chair

DATE: _____

DATE: _____

BY: Michael J MacMillan
 Mike MacMillan
 Court Services Director

BY: _____
 Lee Kelly
 County Administrator

DATE: 07/20/2022

DATE: _____

Signature:

Email: