

LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and entered into this 18th day of January, 2024 by and between the Trinity Evangelical Free Church, whose address is 3500 4th St SW, Minot, ND 58701, and the City of Minot ("Tenant"). The Parties agree:

1. Term. The term of this Agreement is for a period of two years, commencing on January 18th, 2024, and terminating on the 1st day of January, 2026.
2. Scope of Lease. LANDLORD, in consideration of the rent to be paid and the covenants to be performed by TENANT, hereby leases to TENANT the following described premises ("Premises") situated in the city of Minot, Ward County, North Dakota:

Urban Second Addition Lot 2

3. Rent. TENANT will pay rent for the Premises, in the amount of five hundred dollars (\$500.00) per annum. Rent will be paid in advance by the 31st day of the year, in full. Rent is payable at the address of LANDLORD, 3500 4th St SW, Minot, ND 58701, unless TENANT is notified otherwise in writing by LANDLORD.
4. Holding Over. If TENANT remains in possession of the Premises after this Agreement expires, and LANDLORD accepts rent from TENANT, this Agreement shall be deemed renewed on a month-to-month basis with all other terms and conditions of this Agreement remaining in effect until otherwise agreed in writing.
5. LANDLORD Obligations:
 - a. To pay all water, sewer, heat, electricity, air conditioning, garbage collection, and all other utility fees charged against the Premises;
 - b. To perform all required maintenance and repairs requested by TENANT, which are related to use and habitability of the Premises;
 - c. To keep walkways and parking areas of the Premises free of accumulations of snow and ice and to cut and care for the grass, shrubbery, plants, and trees on the Premises;
 - d. To not permit any activity to be conducted in other portions of the grounds that will materially interfere with TENANT's use and enjoyment of the Premises;
 - e. To allow TENANT to install items it deems necessary for maximum and optimum use of the Premises and to allow TENANT to, at any time, remove from the Premises all fixtures and other equipment owned by TENANT, provided the removal is completed before termination of this Agreement or any renewal or extension. TENANT agrees to repair any damages that may be done to the Premises resulting from the removal of the items, if any;
 - f. To comply at its own expense with all federal, state, county, and city laws and ordinances and all lawful rules, regulations, or orders of any duly constituted authority, present or future, affecting the Premises; and
 - g. To pay all real estate taxes and special assessments on the Premises during the terms of the Agreement.
6. TENANT Obligations:
 - a. To pay the rent when due;

- b. To keep the Premises in reasonable condition the same as at the commencement of the Term or as it may be put by LANDLORD, except for reasonable use and wear, or damage by fire and unavoidable casualty.
- c. Not to make any unlawful, improper, or offensive use of the Premises, and to observe all the laws of the State of North Dakota and the ordinances of the City of Minot in force from time to time relating to the leased Premises.
- d. To permit LANDLORD at all reasonable times to enter and examine the Premises and to make necessary repairs for the protection of the Premises.
- e. To surrender the Premises to LANDLORD at the end of the Term; and, in default of the payment of rent due or failure to perform its obligations under this Agreement, to surrender the Premises upon demand by LANDLORD; and
- f. To maintain at its own expense and assume responsibility for all equipment and fixtures installed by TENANT.

7. **Termination of Agreement.** TENANT has no obligation under this Agreement for the initial or succeeding terms if the Minot City Council fails to appropriate to TENANT sufficient funds to defray the full rental costs. TENANT, without any liability, may terminate this Agreement by providing thirty (30) days' written notice, if its budget appropriations are reduced or if its authority to spend its appropriations is reduced or limited by law or by reductions in federal or other grant funds to a point TENANT, in its sole discretion, deems insufficient to pay the full rental cost for the remainder of the Term of this Agreement.

During the Term of this Agreement or any renewal or extension, TENANT may terminate this Agreement by providing thirty (30) days' written notice to LANDLORD, if LANDLORD fails to comply with any of its obligations under this Agreement, or if TENANT determines it must relocate to comply with the Americans With Disabilities Act of 1990 or any rules adopted under the act, or with any other local, state, or federal law or rules.

During the Term of this Agreement or any renewal or extension, LANDLORD may terminate this Agreement by providing thirty (30) days' written notice to TENANT, if LANDLORD sells or transfers its interest in the Premises or a portion of the Premises.

8. **Termination of Agreement in Event of Destruction of Premises.** If the leased Premises are destroyed or damaged by fire or the elements to the extent they become untenable, this Agreement will terminate immediately, unless LANDLORD, within twenty (20) days of the happening of the event, gives written notice of intention to restore the Premises and fully restores the Premises within a reasonable time. During the term between destruction and restoration of the Premises rent will not be due, and if rent has already been paid LANDLORD shall refund to TENANT all that portion of the prepaid rent attributable to the time during which TENANT was unable to use the Premises for its intended use.

9. **Merger and Modification.** This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not

specified within this Agreement. This Agreement may not be modified, supplemented or amended, in any manner, except by written agreement signed by both Parties.

10. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Ward County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.
11. Severability. If any term of this Agreement is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if this Agreement did not contain that term.
12. Assignment. This Agreement must not be assigned or subleased by TENANT without LANDLORD's written consent.
13. Binding Effect. The covenants, obligations, and conditions in this Agreement shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the Parties.
14. Compliance with Public Records Laws. LANDLORD understands that TENANT must disclose to the public upon request any records it receives from LANDLORD. LANDLORD further understands that any records obtained or generated by LANDLORD under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. LANDLORD agrees to contact TENANT immediately upon receiving a request for information under the public records law and to comply with TENANT's instructions on how to respond to the request.
15. Notice. All notices or other communications required under this Agreement must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

LANDLORD:

Trinity Evangelical Free Church,
3500 4th St SW
Minot, ND 58701

TENANT:

City of Minot
c/o Utilities Director
PO Box 5006
Minot ND 58702

LANDLORD:


Signature
Jacob Rodgers
Print Name
1/18/24 JR
Date

TENANT:

Signature

Print Name

Date