

**Instructions for Lease Agreement – MnSCU as Landlord**

# Use: This Lease Agreement – MnSCU as Landlord template is for use when an individual or entity separate from MnSCU uses Facilities owned or controlled by a MnSCU College or University for a period of one (1) year or longer. A Facilities Use Agreement (separate document) should be used for shorter term use of space of less than one (1) year.

# System Procedure: 6.7.2 Use of College and University Facilities (College or University as Lessor /Landlord).

* <http://www.mnscu.edu/board/procedure/607p2.html>

**Related Documents:** Checklist 6.7.2.1 Leasing and Use of MnSCU Facilities

* <http://www.mnscu.edu/board/procedure/6-07p2g1.pdf>

**Document Details:**

* **Lease Numbering** – Use “L” (for “Landlord”) followed by the three digit campus ID, the last two digits of the fiscal year that the lease starts, and sequential numbering based on the order the lease was started.
  + (example: L-203-1301 refers to the first income lease at Alexandria Technical College in FY13)
  + If more than one lease is starting at the same time, use the largest lease (in square footage) as the first number.
* **Leased Premises -** insert description of leased space – for example - Approximately one hundred ninety (190) useable square feet of office space and twenty five (25) useable square feet of storage space, on the second floor of [insert building name], located at 2606 Wheat Drive. Be sure to include:
* Room and/or building name/number
* Square footage
* Any parking, storage or other common uses
* **Approval authority –** Check signature authority. College and university presidents and the Director, Capital Development, may enter into Facilities Agreements on campus that are valued at $100,000 or less and for five (5) years or less in length (including all renewal options), using MnSCU standard forms. The College or University shall maintain copies of all Facilities Agreements. Agreements expected to last one year or longer shall be provided to the system office after execution. Facilities Agreements lasting less than one year may be provided at the discretion of a College or University or upon request from the system office.
* **Vice Chancellor - Chief Financial Officer approval -** Required for all Facilities Agreements where the overall value is greater than $100,000 or is expected to last longer than five (5) years, including all options to renew. The Vice-Chancellor - Chief Financial Officer signs all easements and licenses, or may delegate that authority as appropriate.
* **Board of Trustees approval** is required for all Facilities Agreements where the overall value is greater than three million dollars ($3,000,000), including renewal of existing agreements.

**Special Notes:**

* Additional Requirements. If the space being leased to a non-MnSCU party has been acquired, constructed or improved with general obligation bond funds, leasing such campus real estate to third parties may trigger requirements by the Minnesota Department of Management and Budget. If such a situation applies or if you are unsure if it is applicable prior to considering any Lease Agreement to non-MnSCU third parties, please consult with MnSCU system office Real Estate Services.
* Encumbrance. In the rare event that a campus expends funds to prepare the space for a Tenant, the campus must encumber the funds for that purpose.
* Questions. Users with questions about this agreement should contact the System Office Real Estate Services, 651.201.1775 or 651-201.1911.

**Instructions for Completion of MnSCU approved template:**

* Instructions for completing this form are in italics and brackets. Please complete every field and delete all instructions, including the brackets.
* Any modification of forms approved by the System Office or the use of a non-system office form requires review by Real Estate Services and/or system legal counsel and approval of the Vice Chancellor - Chief Financial Officer. System legal counsel includes either the Minnesota State Colleges and Universities General Counsel or the Minnesota Attorney General's Office. Real Estate Services is located within Facilities in System Office - Finance Division.



**LEASE AGREEMENT– MNSCU AS LANDLORD**

TOTAL AMOUNT: *[$ Insert total lease amount over term]*

THIS LEASE AGREEMENT is made by and between State of Minnesota, by and through the Board of Trustees of Minnesota State Colleges and Universities on behalf of ***[insert College or University name/campus]*,** located at *[insert College/University’s legal address]***,** hereafter referred to as MNSCU or LANDLORD, and ***[insert Tenant’s legal name]***, a *[insert legal entity type, such as a Minnesota non-profit or municipal corporation or individual],* located at *[insert Tenant’s legal address] ,* hereafter referred to as TENANT.

WHEREAS, the Board of Trustees of Minnesota State Colleges and Universities is empowered by Minn. Stat. §136F.06, to govern Board-related property, and

WHEREAS, MNSCU has under its control *[insert building/land or space name]* located *[insert address and any identifying location information]*, and has space in that building, and

WHEREAS, TENANT intends to use the space for *[insert intended use/purpose of space]*

NOW THEREFORE, MNSCU and TENANT, in consideration of the rents, covenants, and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES**.

MNSCU grants and TENANT accepts the lease of the following described Leased Premises located in the City of *[insert City]*, County of *[insert County],* Minnesota: more particularly described as:

Approximately *[insert number]*of usable square feet of space in *[insert complete address of property]*, as shown on the floor plan or survey on attached Exhibit *[insert exhibit letter]*described below:

|  |  |  |
| --- | --- | --- |
| Address/Room No. / Location | Square Feet | Use |
|  |  |  |
| *[insert address/room no]* | *[insert sq. footage]* | *[insert usage]* |
|  |  |  |
|  |  |  |
|  |  |  |
| TOTAL | *[insert total ]* |  |

Hereafter referred to as the “Leased Premises”.

1.1 Unless otherwise provided in this Lease Agreement, the TENANT is taking the Leased Premises in its “as is” condition, and MNSCUis under no obligation to make any alterations or modifications to accommodate TENANT’s use. TENANT’s taking possession of the Leased Premises is evidence that the Leased Premises was in tenantable condition as of the day of occupancy.

1.2 MNSCU reserves the right in its sole discretion to maintain and repair the structural elements and utilities that serve the Leased Premises, including, but not limited to the walls, roof, conduits, heating and cooling and other structural elements. MNSCU may at any time construct, modify, add on or demolish elements of the Building of which the Leased Premises is a part, provided MNSCU makes reasonable efforts to minimize the impact of such work on TENANT and its use of the Leased Premises.

1.3 Parking. MNSCU shall allow TENANT, its staff, visitors, guests and invitees the use of ***[****insert number of parking spaces and/or name of parking area or if none, write “zero.”* ***]*** during the term of this Lease. MNSCU reserves the right to change, modify or otherwise redirect the location of the parking at its sole and absolute discretion. TENANT agrees to comply with MNSCU’s parking program.

*[If applicable: insert reference to details about the campus parking program or attach an Exhibit. Include the following: Exhibit [insert exhibit letter]* *is attached and incorporated by reference in this agreement*.*]*

1. **TERM.**

The term of this Lease Agreement shall commence on *[insert start date day, month, year]* (the “Commencement Date”), and end on *[insert day, month, year],* unless otherwise sooner terminated as provided in this Lease. MNSCU grants and TENANT accepts a right to enter the Leased Premises *[insert number]* days prior to the Commencement Date at no charge to install furnishings, fixtures and equipment (FF&E) necessary to allow TENANT’s occupancy, provided MNSCU has received and approved TENANT’s certificate of liability insurance evidencing that TENANT has satisfactorily met all MNSCU insurance requirements as set forth in Paragraph 11, Insurance, and in the attached **Exhibit B**, General Insurance Requirements.

1. **PAYMENT OF RENT.**

3.1 As rent for the Leased Premises and in consideration for all covenants, representations and conditions of this Lease Agreement, TENANT shall pay to MNSCU the sum of *[insert Dollar Amount in words and numbers e.g. Nineteen Thousand Seventy Two and 97/100 Dollars ($19,072.97)]* for the initial term of the Lease Agreement, such amount to be paid in advance, in *[insert monthly/quarterly/annual]* installments on the first day of each *[insert month/quarter/year]*, promptly and with no invoicing, by check, money order, or electronic funds transfer made payable to *[insert name of College/University].* Rent paid more than five days late is subject to a $ *[enter number]* late fee. Rent shall be paid in accordance with the following schedule:

|  |  |  |  |
| --- | --- | --- | --- |
| **Lease Period** | **Monthly Payment** | **Annual Rent** | **Total due over Term** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Total |  |  |  |

3.2 If TENANT uses and occupies the Leased Premises prior to the Commencement Date for other than installation of FF&E*,* TENANT shall pay to MNSCU a daily rent of *[insert rent amount, such as Fifty-Seven Dollars and Eighty Cents ($57.80)]* for each day prior.

3.3 Bond Financed Property.If MNSCU used General Obligation bonds (including Higher Education Asset Preservation and Repair “HEAPR”) to purchase, construct or improve the Leased Premises, TENANT agrees to comply with all requirements imposed by the Commissioner of the Department of Management and Budget, his or her successor and assigns, up to and including furnishing any documents as the Commissioner determines to be necessary to ensure that interest paid on the General Obligation Bonds, if any, used to purchase, construct or improve the property of which the Leased Premises is a part, is exempt from federal taxation.

1. **USE.**

TENANT shall use and occupy the Leased Premises only as *[insert type of use and type of space, such as; office and classroom space to operate a Workforce Center]*and for no other purposes without MNSCU’s prior written consent for each instance.

1. **TERMINATION.**

5.1 This Lease may be terminated by MNSCU with or without cause at any time upon giving thirty (30) days prior written notice of such termination to TENANT.

5.2 Surrender of Leased Premises TENANT hereby agrees that at the expiration or earlier termination of this Lease or extension thereof:

* + 1. TENANT shall remove its personal property and vacate and surrender possession of the Leased Premises to MNSCU by the end of the day the Lease terminates in as good condition as when TENANT took possession, ordinary wear and tear and damage by the elements excepted.
    2. All personal property not so removed will conclusively be deemed to have been abandoned by TENANT and may be sold, stored, destroyed or otherwise disposed of by MNSCU without notice to TENANT or to any other person and without obligation to account for them. TENANT will pay MNSCU all expenses incurred in connection with MNSCU’S disposition of such personal property, including without limitation the cost of repairing any damage to the building or premises caused by removal of such property. TENANT’S obligation to pay all of MNSCU’S expenses incurred in connection with removal of TENANT’S personal property shall survive the termination of this Lease.

1. **DUTIES OF LANDLORD.**

MNSCU shall provide light and heat to the Leased Premises, common areas and public access areas, including stairways, elevators, lobbies, and hallways. MNSCU shall furnish and provide, at its expense, the following utilities and services:

6.1 Utilities: MNSCU shall bear the cost of the following utilities except telephone and internet services: *[insert as applicable: water, sewer, electricity, natural gas].*

6.2. Janitorial Service: MNSCU shall provide janitorial services and supplies to the Leased   
Premises and common areas of the building on a daily basis, Monday through Friday.

6.3 Trash Removal: MNSCU shall provide the Leased Premises with a means or system of waste or trash disposal. Consistent with Minn. Stat. 16B.24, subd. 6(d), MNSCU shall provide space for recyclable materials. MNSCU shall provide recycling services at its expense.

6.4 Common Areas: MNSCU shall provide yard care for the complex.

6.5 Snow Removal: MNSCU shall keep the public sidewalks adjacent to the building and any sidewalks or stairways leading from the public sidewalks to the building cleared of snow, ice and debris, including the parking lot.

6.6 Maintenance: MNSCU shall maintain in working condition all appurtenances within the   
scope of this Lease Agreement, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork. MNSCU shall also maintain the foundation, roof and exterior walls of the building.

6.7 Repairs: MNSCU shall make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease Agreement, provided, however, that   
MNSCU shall not be responsible for repairs upon implements or articles which are the personal property of TENANT, nor shall MNSCU bear the expense of repairs to the Leased Premises necessitated by damage caused by TENANT beyond normal wear and tear. TENANT will be responsible to maintain the interior walls, ceilings, windows and doors of the Leased Premises, as well as any equipment that is located within and exclusively serves the Leased Premises.

6.8 Delivery of Leased Premises: MNSCU covenants that it will deliver the Leased Premises to TENANT in good condition with all services and appurtenances included within the scope of this Lease Agreement in effect and in good running order.

6.9 Quiet Enjoyment: TENANT shall have the quiet enjoyment of the Leased Premises during the full term of the Lease Agreement and any extension or renewal thereof.

6.10 Energy Conservation: MnSCU shall operate within MnSCU energy guidelines and may enact energy initiatives to reduce energy consumption. MnSCU participates in energy conservation measures enacted by State or Federal authority as may be specifically required by such governmental orders or regulations.

6.11 Accessibility: MNSCU agrees to provide and maintain the Leased Premises and the building of which the Leased Premises are a part in compliance with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.

6.12 Shutdowns: MNSCU reserves the right to shut down electricity, heat, water or air conditioning when necessitated by safety, repairs, alterations or upgrades. MNSCU will give TENANT at least one (1) day notice of such shutdown, except in case of emergency, which shall require no advance notification. MNSCU will use reasonable efforts to not shut down TENANT’s utilities during business hours. MNSCU will have no liability to TENANT for any loss, damage or expense that TENANT may sustain due to such shut down.

1. **DUTIES OF TENANT.**
   1. Telephone and Telecommunications. TENANT shall arrange for its own telephone and internet service and pay all charges for installation and telephone usage directly to *[insert the campus or communications/telephone company].*

7.2 Window coverings, interior painting and alterations, subject to MNSCU’s prior written

approval, see Paragraph 8, Alterations.

7.3 Identification signs, subject to MNSCU'S prior written approval, see Paragraph 8,

Alterations.

7.4 Furniture, Fixtures, and Equipment. TENANT shall supply all furnishings necessary for

its use of the Leased Premises.

7.5 Condition of Premises. TENANT agrees to maintain the Leased Premises in a reasonably clean and sanitary condition.

7.6 Energy Conservation. TENANT agrees to observe reasonable precautions to prevent waste

of heat, electricity, water, air conditioning and other utility or service, whether such is

furnished by MNSCU or obtained and paid for by TENANT.

7.7 Compliance with Laws. TENANT shall comply with all applicable municipal, county and state laws, ordinances and regulations, and shall obtain and pay for all licenses and permits (and special use permits, if applicable) as may be required by its use of the Leased Premises.

7.8 Tax or Impositions. In the event that a state or local tax is imposed upon MNSCU due to TENANT'S occupancy, use, valuable possession or valuable leasehold interest of or in the real property hereby leased, the obligation for the payment of the tax will be wholly that of TENANT.

7.9 Human Rights: When applicable, TENANT certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.36, or that it has not had more than 40 full-time employees at any time during the previous 12 months and claims exemption from Minnesota Statutes, Section 363A.36

7.10 Repairs. TENANT shall, except as otherwise specified herein, maintain in good repair and condition the Leased Premises including the building and any and all equipment, fixtures or appurtenances furnished by MNSCU under this Lease. TENANT will be responsible to maintain the interior walls, ceilings, windows and doors of the Leased Premises, as well as any equipment that is located within and exclusively serves the Leased Premises.

7.11Nuisance. TENANT agrees not to use the Leased Premises in any way which, in the judgment of MNSCU, poses a hazard to building occupants, the Leased Premises or the building, in part or whole, nor shall TENANT use the Leased Premises so as to cause damage, annoyance, nuisance or inconvenience to building occupants or others.

7.12 No Smoking. TENANT shall comply with the campus policy on tobacco use on campus grounds.

8. **ALTERATION OF LEASED PREMISES.**

***TENANT shall make no alterations, additions, or changes in the Leased Premises without the advance written consent of MNSCU***. All alterations, additions, improvements and fixtures (including floor coverings), which may be made or installed by MNSCU upon the Leased Premises and which in any manner are attached to the floors, walls or ceilings, at the termination of this lease shall remain the property of MNSCU, and shall remain upon and be surrendered with the Leased Premises as a part thereof, without damage or injury beyond normal wear and tear.

8.1 Alterations, additions or changes shall comply with all applicable codes and MNSCU Design and Construction Standards. TENANT shall at all times observe all fire and building codes relating to its operation and use of the Leased Premises. TENANT shall comply with all applicable laws and requirements including, but not limited to the City, County, and State of Minnesota as to sanitary, health and safety conditions and as to the use of the Leased Premises by TENANT

8.2 Alterations, additions or changes shall be at TENANT’s sole cost and expense to furnish all labor and materials to make all alterations and structural changes necessary for use of the building as permitted by this Lease.

8.3 TENANT shall be responsible for ensuring that building contractors employed by TENANT shall provide and maintain a performance bond and construction insurance as established by Minnesota State Colleges and Universities. TENANT shall provide copies of said performance bond and construction insurance to MNSCU prior to any work performed by any contractors on behalf of TENANT.

8.4 Tenant may, at its own expense, remodel, redecorate, make alterations, additions and changes in and to the interior of the premises (except those of a structural nature); provided, however, that no alterations, additions or changes may be made without first procuring the approval in writing of MNSCU. All alterations, additions or changes to be made to the Leased Premises which require the approval of MNSCU shall be made under the supervision of a competent architect or competent licensed structural engineer and made in accordance with plans and specifications approved in writing by MNSCU before commencement of work. All work related to any alterations, additions or changes shall be done in a good and workmanlike manner and diligently completed so that the premises shall be a complete unit at all times except during the period of construction. TENANT will not make or allow to be made any structural changes or additions to the building or the premises, or make or allow to be made any changes, additions or hook ups to any utility services, including electrical, plumbing, heating, HVAC, or any transformers, lines, wires, or equipment associated with same, without the prior written approval of MNSCU. TENANT shall be responsible for the cost of any build out of the Leased Premises in preparation for occupancy. TENANT and MNSCU shall develop plans and specifications for building out the TENANT space.

8.5 TENANT shall have no right to encumber or subject the interest of MNSCU in the Leased Premises to any mechanic’s liens, material liens or other liens of any nature whatsoever, and TENANT shall have any such lien discharged within 10 days after the date of recording of the lien. TENANT shall be liable to MNSCU for any MNSCU’s costs and attorney fees incurred in regard to this section.

8.6 Leased Premises Condition at Termination. TENANT shall vacate the Leased Premises in good order and in the same repair as which the Leased Premises existed at the commencement of this Lease Agreement, ordinary wear and tear excepted, and, shall remove all its property and fixtures there from so MNSCU can repossess the Leased Premises not later than the day after the expiration of this Lease Agreement or any renewal thereof, whether upon notice or by holdover or otherwise. TENANT may at any time prior to or upon the termination of this Lease Agreement or any renewal or extension thereof, remove from the Leased Premises all materials, equipment and property of every other sort or nature installed by TENANT thereon, provided that such property is removed without substantial injury to the Leased Premises. No injury or damage shall be considered substantial if it is promptly corrected by restoration to the condition prior to the installation of such property or equipment. MNSCU may require TENANT to remove same from the Leased Premises, at MNSCU’s sole discretion, if MNSCU provides TENANT with written notice at least 15 days prior to termination of the lease.

9. **ASSIGNMENT AND SUBLETTING.**

TENANT shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.

10. **MNSCU'S ACCESS.**

MNSCU, acting through its designated agent, employees or officials shall have the right, upon prior notification to TENANT (or without such notice in case of an emergency), to enter the Leased Premises at all reasonable times.

11. **INSURANCE.**

11.1 **General Liability.** TENANT shall acquire and maintain, at its sole expense, all the insurance described on **Exhibit B**, attached hereto and made a part of this Lease Agreement, naming both Minnesota State Colleges and Universities and *[insert college or university name and address]* as additional insured.

11.2. **Property Damage**. It shall be the duty of MNSCU and TENANT to maintain insurance on their own property, both real and personal. MNSCU may maintain either insurance or self-insurance. Notwithstanding anything apparently to the contrary of this Lease Agreement, MNSCU and TENANT hereby release one another and their 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 covered by said insurance, 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.

12. **LIABILITY.**

MNSCU 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. MNSCU'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law.

13. **MNSCU TO BE HELD HARMLESS.**

MNSCU shall not be liable for any suits, actions or claims of any character for injury, death or property damage made by or on behalf of any person or persons, firm or corporation arising out of the conduct, management or use of the Leased Premises by TENANT or arising out of any work or thing whatsoever done in or about the premises or structures or equipment therein when such has been authorized by TENANT, except as such injury, death or property damage is attributable to MNSCU'S negligence as determined by a court of law. TENANT shall indemnify MNSCU and hold it harmless from any and all such suits, actions or claims. This provision shall survive the termination of this Lease.

14. **PERSONAL PROPERTY RISK.**

All personal property in or about the Leased Premises belonging to or placed therein by TENANT or its occupants or visitors shall be there at the sole risk of TENANT or such other person only, and MNSCU shall not be liable for theft or misappropriation thereof, nor for any loss or damage due to the building or any part of the appurtenance thereof becoming out of repair, or arising from the bursting or leaking of water, gas, sewer or steam pipes, or due to the happening of any accident in or about the Leased Premises including destruction by fire.

15. **DAMAGE BY FIRE OR OTHER CASUALTY.**

If all or a substantial part of the Leased Premises is rendered untenantable or inaccessible by damage to all or any part of the building from fire, the elements, accident, or other casualty (a “Casualty”), MNSCU shall have the option, at its sole and absolute discretion, to either:

a. Use reasonable efforts to restore the Leased Premises to substantially its former condition to the extent permitted by applicable law; provided, however, that in no event shall MNSCU have any obligation: 1) to make repairs or restoration beyond the extent of insurance proceeds received by MNSCU for such repairs or restoration or 2) repair or restore any of TENANT’s personal property, trade fixtures or alterations. If MNSCU elects to repair damage to the Leased Premises, then

1) This Lease Agreement shall remain in full force and effect but Rent from the date of the Casualty though the date of substantial completion of the repair shall be abated with regard to any portion of the Leased Premises that TENANT is prevented from using by reason of such damage or its repair; and

2) In no event shall MNSCU be liable to TENANT by reason of any injury to or interference with TENANT’s business or property arising from a Casualty or by reason of any repairs to any part of the building necessitated by the Casualty.

OR

b. Terminate this Lease and end the term hereof, in which case the rent shall be paid to the date of such fire or other casualty, and all further obligations on the part of either party shall cease. If MNSCU elects to terminate the Lease Agreement, MNSCU shall notify TENANT in writing within 180 days of the date of the Casualty.

16. **HOLDING OVER.**

In the event TENANT remains in possession of the Leased Premises herein leased after the expiration of this Lease and without the execution of a new lease, it shall be deemed occupying said Leased Premises as a tenant, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy, except that if TENANT holds over for more than five days, the amount of Rent due each month will be doubled. The increased Rent payment will be due each month, including the first month Tenant holds over, until TENANT vacates the Leased Premises. TENANT will also be liable to MNSCU for all costs, losses, claims or liabilities that MNSCU may incur as a result of TENANT’s failure to surrender possession of the Leased Premises to MNSCU upon the expiration or earlier termination of the Lease.

17. **DEFAULT BY TENANT.**

If TENANT defaults in any of its promises or covenants under the Lease and fails to cure the same within thirty (30) days after receipt of written notice of default from MNSCU, MNSCU may exercise one or more of the following remedies, or any other remedy available at law or in equity:

a. terminate the Lease and recover from TENANT all damages it has incurred by

reason of such breach;

b. re-enter the Leased Premises and remove all persons and property from the

Leased Premises, without terminating the Lease or releasing TENANT from its obligations under

the Lease;

c. re-let the Leased Premises without terminating the Lease. All amounts received

from such re-letting shall be applied: first, to the payment of any costs of re-letting, and second,

to the payment of Rent due and owing under this Lease Agreement. If the amount received from

re-letting in any month is less than the amount of Rent to be paid by TENANT, TENANT will

pay any such deficiency to MNSCU upon demand.

18. **SELF-HELP RIGHT.**

If TENANT defaults in the performance of any term of this Lease Agreement, MNSCU, in addition to any other rights and remedies it has under this Lease and without waiving such default, may perform the same for the account of and at the expense of TENANT (but shall not be obligated to do so), without notice in a case of emergency and in any other case if such default continues after five (5) days from the date that MNSCU gives written notice to TENANT of its intention to do so. TENANT must pay upon demand bills for all amounts paid by MNSCU and all losses, costs and expenses incurred by MNSCU, in connection with any such performance by MNSCU pursuant to this section, including, without limitation, all amounts paid and costs and expenses incurred by MNSCU for any property, material, labor or services provided by MNSCU to TENANT.

19. **WAIVER OF COVENANTS.**

The failure of MNSCU to insist in any one or more instances upon performance of any of the terms, covenants or conditions of this Lease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition, but TENANT'S obligation with respect to such future performance shall continue in full force and effect.

20. **BUILDING ACCESS.**

MNSCU shall provide for access to the Leased Premises *[insert number of hours]* hours per day for authorized employees of TENANT. Building hours are: *[insert specific building hours].*

21. **NOTICES.**

All notices, requests, and other communications between MNSCU and TENANT that are required or that MNSCU or TENANT elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, (return receipt required) addressed as follows:

TENANT: *[insert name, title if necessary]*

*[insert full address, city state, zip code]*

*[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]*

ATTN:

MNSCU:  *[insert college or university name]*

*[insert full address, city state, zip code]*

*[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]*

ATTN: *[insert name, title if necessary*

With a copy to: Minnesota State Colleges and Universities

30 E. 7th Street, Suite 350

St. Paul, MN 55101

ATTN: Real Estate Services

22. **NEW LANDLORD**.

In the event the Leased Premised or the building of which the same is a part shall be sold, conveyed, transferred, assigned, leased or sublet, or if MNSCU shall sell, convey, transfer, or assign this Lease Agreement or rents due under this Lease Agreement, or if for any reason there shall be a change in the manner in which the rental reserved hereunder shall be paid to MNSCU, proper written notice of such change must be delivered to TENANT as promptly as possible.

23. **AUDIT.**

MNSCU is a State of Minnesota entity. The books, records, documents and accounting procedures and practices of the TENANT (whether in hard copy or electronic format) regarding this Lease Agreement shall be subject to reasonable examination by the State, MNSCU, MNSCU’s Internal Auditor or Independent Auditor and/or the Legislative Auditor during the term of the Lease and for a minimum of six (6) years after the Lease's expiration or termination.

24. **ENVIRONMENTAL.**

TENANT shall not use in any way, or permit or suffer the use of the Leased Premises or any part thereof, to either directly or indirectly prepare, produce, generate, manufacture, refine, treat, transport, store, maintain, handle, dispose of, transfer, or process any Hazardous Substance as defined below, unless it has received the prior written consent of MNSCU, which may be unreasonably withheld. “Hazardous Substance” means any pollutant, contaminant, toxic or hazardous waste, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substance the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or ownership of which is restricted, prohibited, regulated, or penalized by any and all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.) as these laws have been amended or supplemented. TENANT agrees to hold harmless and indemnify MNSCU from any and all damages, costs, fines and expenses, including all attorney’s fees incurred by MnSCU that might arise as a result of TENANT’s violation of this provision. This provision shall survive the termination of this Lease.

25. **ENTIRE AGREEMENT.**

The Lease Agreement documents, which constitute the entire Lease Agreement between the parties except for agreed upon written amendments issued after execution of this Lease Agreement, are enumerated as follows:

* Lease Agreement
* **EXHIBIT A**, Leased Premises
* **EXHIBIT B**, Insurance Requirements
* **Any Subsequent amendments, addendum properly executed by the parties.**

### *Signature Block is on Next Page*

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

**TENANT: *[INSERT NAME OF TENANT]***

TENANTcertifies that the appropriate person(s) have executed the contract on behalf of TENANT as required by applicable articles, by-laws, resolutions, or ordinances.

By:   
 *[PRINT NAME]*

Its:

*[ INSERT TITLE]*

Date:

**MNSCU: STATE OF MINNESOTA, BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES, ON BEHALF OF *[INSERT COLLEGE/UNIVERSITY]***

By:   
 *[*PRINT NAME]

Its:

*[ INSERT TITLE*]

Date:

**VERIFIED AS TO ENCUMBRANCE: (if applicable)**

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

Expenditure Authorization Entered

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AS TO FORM AND EXECUTION:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A – LEASED PREMISES**

*[Insert a building/floor plan with the Leased Premises clearly marked. This* ***Exhibit A****, with Floor Plan, must be fully completed and attached to the Lease Agreement prior to signing.]*

**EXHIBIT B**

**GENERAL INSURANCE REQUIREMENTS**

**The TENANT shall not commence work in, or occupy, the Leased Premises under this Lease Agreement until TENANT has obtained all the insurance described below and the State of Minnesota has approved such insurance. All policies shall remain in force and effect throughout the term of the Lease Agreement.**

POLICY REQUIREMENTS

1. Workers’ Compensation Insurance

A. Statutory Compensation Coverage

B. Coverage B – Employers Liability with limits of not less than:

$100,000 Bodily Injury by Disease per Employee

$500,000 Bodily Injury by Disease Aggregate

$100,000 Bodily Injury by Accident

2. General Liability Insurance

A. Minimum Limits of Liability:

$2,000,000 – Per Occurrence

$2,000,000 – Annual Aggregate

$2,000,000 – Annual Aggregate applying to Products/Completed Operations

B. Coverages:

X Premises and Operations Bodily Injury and Property Damage

X Personal & Advertising Injury

X Blanket Contractual

X Products and Completed Operations

X Other; if applicable, please list\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

X State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

Additional Insurance Conditions

• TENANT’s policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of the TENANT’s performance under this Lease Agreement.

• TENANT agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless TENANT’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota

• TENANT is responsible for payment of Lease Agreement related insurance premiums and deductibles.

• If TENANT is self-insured, a Certification of Self-Insurance must be attached.

**•** TENANT’s policy(ies) shall include legal defense fees in addition to the liability policy limits.

**•** TENANT shall obtain insurance policy(ies) from insurance company(ies) having an “AM Best” rating of A- (minus), Financial Size Category of VII or better, and authorized to do business in the State of Minnesota.

• An Umbrella or Excess Liability insurance policy may be used to supplement the TENANT’s policy limits to satisfy the full policy limits required by the Lease Agreement.