

City Lease No. _____
Lease Period: _____
Address: _____
Account: _____

CITY COMMUNITY GARDEN LEASE AGREEMENT

THIS LEASE AGREEMENT, made as of the ____ day of _____ 20__ by and between the CITY OF MINNEAPOLIS, a Minnesota municipal corporation (herein called "Lessor") and _____, a Minnesota nonprofit corporation (herein called "Lessee"):

WITNESSETH, that Lessor, in consideration of the rents and covenants hereinafter provided, hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described real property comprising approximately _____ square feet land area located at _____, Minneapolis, Minnesota, and legally described on Exhibit A-1 attached hereto and depicted on Exhibit A-2 attached hereto (the "Premises").

TO HAVE AND TO HOLD, the Premises just as they are, "as is", with no representation or warranty by the Lessor, as to quality, condition or suitability of use, and without any liability or obligation on the part of Lessor of making any alterations, improvements, or repairs of any kind on or about the Premises, unless described herein, for a lease term not to exceed ____ years, commencing on January 1, 20__, and continuing each month thereafter, unless the Lease is earlier terminated as provided in this Agreement, through December 31, 20__ (the "Lease Term"), yielding and paying therefor a Lease payment of _____ and No/100 Dollars (\$_____) per month; and Lessee does hereby covenant to pay the said rent in quarterly payments of \$_____ each in advance, on or before the first day of the Lease Term, and on or before March 1, June 1, September 1, and January 1 of each year of the Lease Term thereafter, at the office of Lessor located at 105 Fifth Avenue South, Minneapolis, Minnesota, or at such other place as Lessor may designate in writing. If Lessor has not received the full quarterly rent payment on or before the 10th day of the month, Lessor will charge Lessee a late charge of \$15.00. If the 10th is a Saturday, Sunday or legal holiday, Lessor will charge a late charge if the rent payment is received in full on the next day that is

not a Saturday, Sunday or legal holiday. If the Lease is terminated as provided herein at any time prior to the end of a quarterly payment period and the Lessee is not in default of the Lease, the Lessor shall return to the Lessee any prepaid rent prorated at \$_____ per day. Simultaneously with the execution of this Lease, the Lessee shall give the Lessor a check in the amount of \$_____ as a refundable security deposit, and provided Lessee is not in default of the Lease, the security deposit will be returned to Lessee, without interest promptly after the Lease termination date and the vacation of the Premises as provided herein. If the Lessee defaults hereunder, the Lessor may apply all or any portion of the security deposit to cure such default, in which event the Lessee will be obligated to promptly deposit with the Lessor the amount necessary to restore the security deposit to its full amount; and that Lessee will keep and maintain the Premises during the Lease Term, and quit and deliver up the Premises to Lessor peaceably and quietly at the end of the Lease Term or at the end of any renewal of the Lease Term or at any earlier termination thereof as provided herein, in as good order and condition and state of repair, reasonable use and inevitable accidents excepted, as the same now are or may be put into use by Lessor or by Lessee. This Agreement shall also be subject to the following covenants, terms, and conditions:

SECTION 1. USE OF PREMISES.

A. Lessee is granted the right during the Lease Term to occupy and use the Premises for a community garden to be operated and maintained in accordance with the terms of this Lease and the Minneapolis Community Garden Lease Agreement Standards as approved by the Minneapolis City Council on _____, 2010, and for no other purposes; provided that Lessee shall, at its sole cost and expense, procure any and all necessary permits, certificates, licenses, or other authorizations required for said purposes.

B. Lessee shall not use or occupy the Premises or permit the Premises to be used contrary to any law, statute, ordinance, or regulation applicable thereto; nor permit, create, or tolerate any public or private nuisance upon said Premises, including illegal discrimination, zoning use, pornography, gambling or drug related activities.

C. Lessee shall not use or permit others to use the Premises for political activities, sectarian, religious, or anti-religious activities, lobbying, political patronage, unionization or anti-unionization activities.

D. Lessee and all others who may use the Premises pursuant to this Lease shall use the Premises only in accordance with the uses specified by this Lease, and shall not discriminate upon the basis of race, color, creed, religion, ancestry, national origin, sex, affectional preference, disability, age, marital status or status with regard to public assistance in the use or occupancy of the Premises or any part thereof.

E. In the use of the Premises the Lessee shall not, nor cause to be, nor allow any other person to deposit, store, dispose of, place or otherwise locate or allow to be located on or within the Premises, any hazardous substances, hazardous wastes, pollutants, contaminants or any petroleum based products as those terms are defined and/or regulated under any Federal, State of Minnesota or local statute, ordinance, code or regulation, except Lessee may use such substances described above as may be required in the necessary or customary operation of the Lessee's permitted use on the Premises, provided such use is in accordance with all applicable laws and regulations, and in the event any such substances are found on or within the Premises, the Lessee will be responsible for any and all liabilities from such substances on or within the Premises and the removal and/or remediation of such substances and the Lessee hereby indemnifies the Lessor for the same, as provided in Section 8 herein.

F. In the use of the Premises the Lessee shall comply with the following Community Garden Lease Agreement Standards:

1. Lessee may place accessory buildings on the Premises for the storage of tools, equipment and garden supplies as permitted by the City's Building Code and Zoning Code.
2. Lessee may only place improvements and fixtures, like fences, walls, lighting, benches, etc., on the Premises pursuant to a site plan submitted to and approved by the Lessor.
3. Lessee shall provide soil test results, if not previously tested, for the Premises to the Lessor 30 days prior to the start of the Lease Term.

4. If required by soil test results, Lessee shall provide raised bed gardens with at least 12 to 18 inches of clean top soil for edible vegetable and fruit gardens or garden plots.

5. Lessee shall provide and be solely responsible for the use, maintenance and cost of all utilities required for the operation of the community garden on the Premises, including water and electricity.

6. Lessee shall operate and maintain the Premises in a neat and orderly manner and in accordance with all applicable City ordinance requirements, including erosion control, weed control, trash pick-up, and snow shoveling on a daily basis; and by November 30 of each year of the Lease Term, Lessee shall have completed end of the growing season maintenance and prepared the Premises for winter.

7. In residential areas, Lessee shall not permit gardeners to enter the Premises before 8:00 a.m. or be on the Premises after 10:00 p.m. Lessee shall also require gardeners to conduct their activities on the Premises in a manner that does not disturb the peaceful and quiet enjoyment of the residents who live in the neighborhood or create nuisances as prohibited by City Ordinance.

8. In accordance with Section 1(E) of this Lease, Lessee shall, in the use of petroleum-based products, fertilizers, pesticides and other chemicals on the Premises, take all necessary and reasonable precautions to use and store such products and chemicals on the Premises in the amounts and manner as permitted by law, ordinance or regulation.

9. No on-site parking will be allowed on the Premises.

SECTION 2. MAINTENANCE AND REPAIR. During the Lease Term Lessee at its sole cost and expense shall do and perform the following:

A. Keep the Premises in a neat, clean, and respectable condition.

B. Keep the Premises clear of all obstructions or refuse of any kind.

C. Keep and maintain the Premises in good and substantial repair so that the Premises comply with any law, statute, ordinance, or regulation applicable thereto.

D. Keep and maintain any abutting sidewalk around the Premises in a neat, clean and respectable condition, free and clear of all obstructions or refuse of any kind, including snow removal, and Lessee shall also maintain and repair any signage on or abutting the Premises or used by Lessee.

E. In the event the Premises shall be in such condition, need or state of disrepair that Lessee cannot continue to occupy and use the Premises as permitted hereunder, Lessor shall have no obligation to make, or liability for not undertaking to make, any alterations, improvements or repairs of any kind to the Premises or building necessary to continue Lessee's use and occupancy of the Premises during the Lease Term, and that upon such an event Lessee may make the alterations, improvements or repairs necessary to continue the Lease, all at Lessee's sole cost and expense, and with the prior written approval of Lessor, which approval shall not be unreasonably withheld.

SECTION 3. ALTERATIONS AND MODIFICATIONS. Lessee shall not make, or cause to be made, any alterations or modifications to the Premises without the prior written consent of the Lessor. All Lessor-approved alterations and modifications shall be (i) performed and completed in a good, workmanlike manner at the sole cost and expense of Lessee; (ii) completed in compliance with all applicable laws, ordinances, codes, rules, regulations, and/or orders; and (iii) shall become a part of the Premises, and title thereto shall vest in Lessor.

SECTION 4. IMPROVEMENTS AND LIENS.

A. Lessee covenants and agrees that any and all improvements made by Lessee to the Premises during the Lease Term shall be made only with the written consent of Lessor, and shall, at the termination of this Lease, without any cost to the Lessor, right of recoupment or right of set-off against any unpaid rents, become the sole property of Lessor.

B. Lessee shall not permit the Premises to become subject to any lien, except for liens imposed as the result of activities of Lessor, and if any lien attaches to the Premises or any portion thereof, Lessor may pay and discharge such lien, and the amount of the lien, together with costs and reasonable attorneys' fees, shall become additional rent due immediately hereunder.

SECTION 5. UTILITIES AND SERVICES. Lessee shall be responsible for the provision and payment of all City water, electricity, heat, sewage, or storm sewer charge, or any other utility service used on the Premises during the Lease Term.

SECTION 6. ASSIGNING AND SUBLETTING. Lessee will not assign or underlet the Premises or any part thereof without the prior written consent of Lessor. The Lessor hereby consents to permitting community gardeners access to and use of the Premises in accordance with the terms of this Lease Agreement. If the Premises are underlet or occupied by anybody other than Lessee and Lessee is in default hereunder, or this Lease is assigned by Lessee, then Lessor may collect rent pursuant to Section 14 from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved; but no such collection shall be deemed a waiver of the covenant herein against assignment and under-letting or the acceptance of such assignee, under-tenant, or occupant as tenant, or a release of Lessee from further performance of the covenants herein contained and Lessee shall remain liable under the Lease. Lessee shall have the right to impose a fee for parking and such fee shall not violate the provisions of this Lease.

SECTION 7. RIGHT OF INSPECTION. Lessee agrees to permit Lessor or Lessor's agents, contractors, or employees to enter the Premises at all reasonable times, and at any time in the case of emergency maintenance or repair, to view them, or to show them to parties wishing to purchase or lease, or for normal maintenance or repair work, and Lessee hereby waives any and all claims and demands for loss or damage or diminution of rent on account thereof. Lessor shall conduct its right of entry in a manner so as to reasonably minimize the disruption of Lessee's operations.

SECTION 8. INDEMNIFICATION. Lessee agrees to pay and to protect, indemnify and save harmless Lessor from and against, any and all liabilities, damages, costs, expenses (including any and all attorneys' fees and expenses of Lessee and any and all reasonable attorneys' fees and expenses of Lessor), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from any acts or omissions as a result of Lessee's or any of its agents, servants, employees, contractors, licensees, sublessees or invitees use and occupancy of the Premises, including, but not limited to, the following:

A. Any work or thing done in, on, or about the Premises or any part thereof, except for any work or things done by Lessor.

B. Injury to, or the death of persons or damage to property on the Premises or upon adjoining sidewalks Lessee is required to maintain under this Lease, including such injuries, death or damages which may occur on adjoining streets, alleys and curbs attributable to Lessee's obligation to maintain the adjoining sidewalk under this Lease, or in any manner growing out of or connected with the use, non-use, condition, possession, operation, maintenance, management, or occupation of the Premises.

C. Any negligence on the part of Lessee or any of its agents, contractors, servants, employees, licensees, sublessees or invitees.

D. Violation of any agreement or condition of this Lease and of conditions, agreements, restrictions, statutes, charters, laws, rules, ordinances, or regulations affecting the Premises or the ownership, occupancy, or use thereof.

E. Nothing herein shall be construed to obligate Lessee to protect, indemnify, and save Lessor and its officers and employees harmless from and against liabilities, losses, damages, costs, expenses (including attorneys' fees), causes of action, suits, claims, demands, and judgments arising from or by reason of the negligent or tortious acts of Lessor or any of its agents, employees, or officers.

SECTION 9. INSURANCE. Lessee agrees at Lessee's own cost and expense to carry full coverage fire and hazard insurance, including full replacement cost, for any improvements located on the Premises and comprehensive general liability insurance naming Lessor as an additional insured, in amounts not less than Two Million Dollars (\$2,000,000.00) with respect to bodily injury or death and property damage; and upon signing this Lease, Lessee shall furnish Lessor with a certificate of insurance effective as of the date of this Lease. All policies shall be endorsed to include provision that the policy cannot be canceled or changed until thirty (30) days after written notice of such change or cancellation has been delivered to Lessor. Lessee shall not take any action to cancel such policy or to allow such policy to lapse without obtaining a new general liability insurance policy reasonably

acceptable to Lessor, to be effective upon or prior to the expiration of the prior insurance policy. Copies of all required insurance policies shall be provided to Lessor within sixty (60) days after the date of this Agreement. Lessor's acceptance of such certificates shall, to the extent of the information provided in such certificates, constitute evidence of Lessee's compliance with the policy limit requirements of this Lease. This insurance may be maintained as a part of any blanket insurance policy maintained by Lessee from time to time.

SECTION 10. TAXES. Lessee shall be responsible for the payment of any property taxes (personal or real estate) or ad valorem taxes and assessments which may be imposed upon the Lessee or the Premises during the Lease Term as a result of Lessee's occupancy and use of the Premises. Lessee shall have the right to lawfully contest the amount of any such taxes or assessments.

SECTION 11. BREACH AND RIGHT OF RE-ENTRY. If the rent payments, or any of them, whether the same be demanded or not, are not paid when they become due and such nonpayment continues after ten (10) days' written notice to Lessee; or if any part of the Premises shall be underlet or this Lease be assigned without the consent of Lessor as required herein; or if any term, condition, covenant, or obligation on the part of Lessee to be kept or performed by Lessee, shall be violated or neglected, and which continues after thirty (30) days written notice to Lessee, then and in any of said cases Lessee does hereby authorize and fully empower Lessor or Lessor's agent to use all lawful means available to cancel and annul this Lease, and to re-enter and take possession of the Premises, and remove all persons and their property therefrom so as to recover at once full and exclusive possession of all the Premises, whether in possession of Lessee or of third persons, or vacant; or Lessor's agent may, at their option at any time after such default or violation of condition or covenant, re-enter and take possession of the Premises, without such re-entering working a forfeiture of the rents to be paid and the covenants to be kept by Lessee for the full term of this Lease.

SECTION 12. TERMINATION OF LEASE.

A. At any time during the Lease Term, either the Lessor or the Lessee may terminate this Lease Agreement without cause by giving the other party 90 days prior written notice of Lease termination.

B. The Lessor may terminate the Lease with cause for a breach by Lessee of any condition described in Section 11 of this Lease by giving Lessee 30 days prior written notice of Lease Termination as provided in Section 11 of this Lease.

C. If Lessee fails to vacate the Premises after the date of termination as provided in Section 12 (A) or (B) of this Lease, Lessee shall be considered a holdover tenant, and the provisions of Section 14 shall apply.

SECTION 13. NO RELOCATION BENEFITS. Upon termination of the Lease, Lessee acknowledges that it is not entitled to receive any relocation benefits or assistance under federal and state relocation laws and regulations and shall make no claim for such relocation benefits.

SECTION 14. HOLDING OVER. In the event Lessee remains in possession of the Premises after the expiration of the Lease Term or termination of this Lease without the execution of a new lease, Lessee shall be deemed to be occupying the Premises as a Lessee from month to month under the provisions of this Lease at a monthly rent of \$1,000.00, with a thirty (30) day notice requirement for termination without cause or rent increase. This Article shall not constitute a waiver of Lessor's right of re-entry or any other right hereunder, and it is understood Lessee shall also be liable for any other additional rent and/or charges normally accruing to said Lessee's account at twice the then current rates therefor.

SECTION 15. CITY CONTRACTING REQUIREMENTS. Lessee in the construction, repair or maintenance of any improvements costing more than \$50,000 on the Premises shall comply with Lessor's contracting policies, including Affirmative Action, Small and Underutilized Business Enterprises, Job Linkage, Prevailing Wage and Apprenticeship Programs. Lessee shall, at all times, be entitled to use its own employees or members in the construction, installation, repair or maintenance of all permitted improvements.

SECTION 16. ENTIRE AGREEMENT. This Lease Agreement contains the entire agreement of the parties hereto on the matters covered herein. No other agreement, statement, amendment, modification or promise made by any party or by any employee, officer, or agent of any party shall be binding, unless it is in writing and signed by all the parties to this Lease Agreement.

SECTION 17. GOVERNING LAW. This Lease Agreement is to be construed and enforced according to and governed by the laws of the State of Minnesota.

SECTION 18. TIME. Time is of the essence in the performance of this Lease Agreement.

SECTION 19. LEGALITY. Should any term or provision of this Lease Agreement be held to be invalid or unenforceable then the remainder of this Lease Agreement shall not be affected thereby and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

SECTION 20. SUCCESSORS. All of the provisions contained in this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 21. CAPTIONS. The captions of this Lease Agreement are for convenience only, and are not a part of this Lease Agreement and do not in any way limit or amplify the terms and provisions hereof.

SECTION 22. NOTICE. Any notice, consent or waiver required or permitted to be given or served by either party to this Occupancy Agreement shall be in writing and either delivered personally to the other party or mailed by certified or registered mail, return receipt requested, addressed as follows:

LESSOR: Minneapolis Department of Community
Planning & Economic Development
Crown Roller Mill, Suite 200
105 Fifth Avenue South
Minneapolis, Minnesota 55401-2534
ATTENTION: CPED Director
cc: Manager, Single Family Housing

LESSEE: _____

Minneapolis, Minnesota 554____
ATTENTION: _____

Either party may change its address by serving written notice on the other party.

SECTION 23. CODE OF ETHICS. The Lessee agrees to be bound by the Lessor's Code of Ethics, Minneapolis Code of Ordinances, Chapter 15. The Lessee certifies that to the best of its knowledge all City employees and officers participating in the Lease have also complied with that Ordinance. It is agreed by the parties that any violation of the Code of Ethics constitutes grounds for the Lessor to void the Lease. All questions relative to this section shall be referred to the Lessor's Ethics Officer.

SECTION 24. SURRENDER OF POSSESSION. Lessee shall on the last day of occupancy, or on the earlier termination as provided in this Lease Agreement, peaceably and quietly surrender and deliver the Premises, and every part thereof, to Lessor. Any trade fixtures, equipment or personal property used in connection with the use and operation of the Premises which are not removed at the termination of this Lease Agreement shall, be deemed abandoned and become the property of Lessor without any payment or offset therefor. Upon expiration of the Lease Term, or earlier termination of this Lease, the Lessee shall be entitled to remove all of its trade fixtures, equipment and personal property provided that Lessee repairs any damage resulting from such removal.

AND IT IS MUTUALLY AGREED, that all the covenants, terms, obligations, and conditions of this Lease shall extend, apply to, and firmly bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto as fully as the respective parties are themselves bound, but this provision shall not authorize the assignment or underletting of this Lease contrary to the provisions herein contained.

[INTENTIONALLY LEFT BLANK]

IN TESTIMONY WHEREOF, the said parties have signed and executed this instrument the day and year first above written.

LESSOR: CITY OF MINNEAPOLIS

By _____

Its Director\Deputy Director
Department of Community Planning and
Economic Development

or

Its Director
Department of Public Works

Approved as to form:

Assistant City Attorney

(Signature page to City Community Garden Lease Agreement)

LESSEE: _____

By _____

Its _____

(Signature page to City Community Garden Lease Agreement)

EXHIBIT A-1

LEGAL DESCRIPTION

All that certain parcel or parcels of land located at _____
in the City of Minneapolis, County of Hennepin, State of Minnesota, more particularly described
as follows:

EXHIBIT A-2

“PREMISES” DEPICTION

(Community Garden Layout)