

PLANNING AND ECONOMIC DEVELOPMENT COMMITTEE

12-0128R

RESOLUTION AUTHORIZING LEASE AGREEMENT WITH SERVICES BY
BILL, INC. FOR OPERATIONS OF CRABBY OL' BILL'S VENDING
OPERATION IN CANAL PARK

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into a lease agreement, substantially in the form of that agreement on file in the office of the city clerk as public document no. _____, with the Services by Bill, Inc. for the operation of "Crabby Ol' Bill's" vending operation in Canal Park for a term of 5 years in return for 10% of vendor's gross receipts, payable to Fund 110 (General Fund), Agency 121 (Public Administration), Organization 1217 (Maintenance Operations), Sub Org 2120 (Architecture), Revenue Source 4627 (Facilities Management).

Approved:



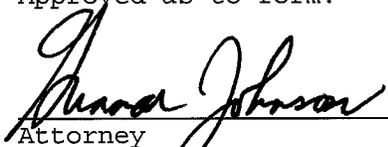
Department Director for Brian Hanson

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

ATTY/BD RA/MM:bel 03/02/2012

STATEMENT OF PURPOSE: The purpose of this resolution is to authorize lease agreement with Service by Bill, Inc. for the continued operation of the vending operation previously known as Crabby Bill's in the Canal Park area.

This vending operation has been operating in Canal Park for many years under the name of Crabby Bill's. Recently the company has been sold to Service by Bill, Inc. who has been required to make a minor change in the name; thus it will henceforth be known as "Crabby Ol' Bill's".

The operation will remain substantially unchanged except for the addition of a two new food items and the rent, which is a percent of gross, will remain unchanged.

VENDING AGREEMENT
CRABBY OL' BILL'S AT CANAL PARK

THIS VENDING AGREEMENT, entered on the date attested to by the City Clerk, by and between the DULUTH ECONOMIC DEVELOPMENT AUTHORITY, an economic development authority under Minnesota Statutes (1989) Chapter 469, hereinafter referred to as "City", and SERVICE BY BILL, INC., a corporation created and existing under the laws of the State of Minnesota, doing business as "Crabby Ol' Bill's at Canal Park", hereinafter referred to as "Vendor".

WHEREAS, City is the owner of certain property in the Canal Park area near the Lakewalk entry and adjacent to the Canal Park parking lot in Duluth, Minnesota; and

WHEREAS, Vendor wishes to continue the operation of its vending business as hereinafter described on a portion of the above-described property; and

WHEREAS, City is willing to allow such operation under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter contained, the parties covenant and agree for themselves and their successors and assigns as follows:

ARTICLE I
DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings hereinafter ascribed to them unless a different meaning clearly appears from the context;

- A. City: shall mean the City of Duluth, Minnesota.
- B. Director: shall mean the Director of City's Department of Administration or the person designated to act on behalf of him/her with regard to this Agreement.
- C. GAAP: shall mean generally accepted accounting principals.
- D. Gross Receipts: shall mean any direct or indirect revenue of any kind whatsoever, whether or not actually collected by Vendor, arising in any way out of Vendor's permitted operation on the Premises.
- E. Premises: shall mean that property, approximately Fifty (50') feet by Fifty (50') feet in size, located in St. Louis County, Minnesota generally as shown on Exhibit A attached hereto and made a part hereof.
- F. Structure: shall mean a vending wagon or another structure, either of which shall not exceed

One Hundred Twenty (120 sq.ft.) square feet in size located on the Premises. Any such structure may be firmly but not permanently attached to the real estate and shall not become a part thereof.

ARTICLE II
USE OF PREMISES

A. Use of Premises

Subject to the terms and conditions hereinafter set forth, City hereby grants to Vendor the right to place a Structure on the Premises and to use the Structure for the purpose of operating its vending business as described in Paragraph B below between the hours of 11:00 A.M. and 10:00 P.M., seven days a week, during the period from May 15th through September 30th of each year of this Agreement; provided that, upon the written approval of the Director granted in the exercise of his or her discretion and in advance of any such extension, the Director extend the dates or times or both during which the Vendor may use the Premises for its vending business. During the Term of this Agreement as hereinafter set forth, Vendor shall have use of the Premises for the purposes herein set forth, subject to the terms and conditions of this Agreement and, unless authorized by this Agreement, City will take no action which will prevent Vendor from the quiet and peaceable possession thereof. By entering into this Agreement, City is making no warranty or representation, either expressed or implied, as to the merchantability or fitness for any particular use of the Premises or other representation or warranty, express or implied, with respect to the condition of the Premises except as explicitly set forth herein.

B. Vendor's Vending Operation

Vendor shall have the right to sell at retail the following items as part of its vending business on the Premises, provided that, upon the written approval of the Director granted in advance of any sale of any other products, the Director may approve the sale of products in addition to those listed below:

1. Fish-related food items including smelt, walleye baskets and smoked fish.
2. Fried Cheese curds.
3. Mini-donuts.
4. Fruit and fruit yogurt.
5. Hot and cold beverages consisting of coffee, lemonade, soda pop, juices and water.
6. Minnesota lobster (fried crawfish) sandwich.
7. Barbecue pork sandwich and coleslaw.
8. T-shirts.

9. Miscellaneous novelty items.

ARTICLE III
PAYMENTS TO CITY

A. Gross Receipts

On or before the Fifteenth (15th) day of each month during the term of this Agreement, Vendor shall pay to City an amount equal to Ten (10%) Percent of Vendor's Gross Receipts as hereinbefore defined arising out of this Agreement from Vendor's operation on the Premises during the immediately preceding month. Such payments shall be "net" of all costs, charges or other amounts owed by Vendor to City and shall not be subject to any delay, reduction, deduction, credit or set-off of any kind whatsoever except as hereinafter specifically authorized.

B. Financial Reports

On or before the Fifteenth (15th) day of any month of the term of this Agreement Vendor shall deliver to City a full and complete report of all Gross Receipts, as herein defined, received by it in the preceding month, certified to be true and correct. Such reports shall be in a form acceptable to the Director and shall contain all information reasonably requested by the Director.

C. Books and Records

Vendor agrees that all of its books and records shall be kept at a location within the City of Duluth and shall be maintained in accordance with GAAP. Upon demand therefore by the Director or his or her designee, Vendor shall make all books and records which are relevant to Gross Receipts as herein defined available for inspection, review and copying during ordinary business hours. Vendor further agrees that it will at all times provide current notice to City as to the location of said books and records.

D. Miscellaneous Payments and Services

1. Maintenance Services

Vendor hereby agrees to maintain the Premises, the Structure and any other facilities thereon in a neat, clean, orderly and, where applicable, sanitary condition and to provide full maintenance, replacement and repair as necessary to the Premises and to the Structure and to all equipment and systems located thereon and therein. In addition, Vendor shall be responsible to provide adequate trash receptacles to allow all trash, waste paper and garbage generated by Vendor's vending business and that likely to result from access by the general public to the Premises and the area within Fifty (50') Feet of the Premises to be deposited therein. Vendor shall further be

responsible to cause all trash, waste paper and garbage within said Fifty (50') foot distance to be collected on a regular basis during its hours of operation.

2. Refuse and Garbage

Vendor shall have all responsibility for the collecting of and the disposal of all refuse and garbage generated by its operations on the Premises and within Fifty (50') feet thereof and agrees to absorb all costs related thereto.

3. Utilities

Vendor shall pay any and all charges for utilities furnished to the Structure or of the Premises, including but not limited to hook-up charges and assessments related to all utilities, including but not limited to fuel oil, heat, air conditioning, if any, water, sewer, gas, telephone, cable TV and electrical power.

E. Taxes

Vendor shall promptly pay or cause to be paid all lawful taxes and governmental charges, including real estate taxes and fees or taxes in lieu of real estate taxes at any time levied upon or against it or the Structure or of the Premises. Vendor shall further be obligated to pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and to file all required reports and forms in proper form related thereto on or before their due date; provided that nothing shall prevent Vendor from contesting in good faith, any such payment requirement except as such contest would negatively affect the City's rights under this Agreement or result in a lien being placed on the Building, the Premises or both.

F. Other Costs of Building or of the Premises

In addition to the foregoing costs and charges set forth above, Vendor shall bear, and promptly pay, on or before the date due, all other costs, fees and charges of any kind whatsoever, arising out of the occupancy of the Structure or of the Premises; provided that nothing shall prevent Vendor from contesting in good faith, any such payment requirement except as such contest would negatively affect the City's rights under this Agreement.

G. Payment by City

Should Vendor fail to pay any such costs, fees or charges set forth above or otherwise necessary to the preservation and use of the Structure or of the Premises or to Vendor's business thereon, City may, at its sole discretion and upon ten (10) days prior, written notice to Vendor, pay such costs, fees and charges and thereupon, Vendor shall promptly reimburse City for the same and City may collect the same as it deems appropriate including exercising the remedies authorized under Article XI of this Agreement.

I. Payment Obligations Unconditional

The obligations of Vendor to pay any amounts due to City under this Agreement in accordance with the terms hereof shall be absolute and unconditional, irrespective of any defense or rights of set off, recoupment or counterclaim which may at any time be available against City. Such payments shall be due without notice or demand therefore except as specifically provided for herein.

J. Time for Payment and Manner of Payment

All payments Under Paragraph A above shall be due and payable on the Fifteenth (15th) day of the month to which they are attributable. All other payments and reimbursements to City called for by this Agreement shall be due and payable promptly upon being billed by City to Vendor.

ARTICLE IV

TERM

The Term of this Agreement shall be deemed to have commenced on April 1, 2012 and shall run March 31, 2017, unless sooner terminated as hereinafter provided for.

ARTICLE V

LAWS, RULES, REGULATIONS AND LICENSES

A. Civil Rights Assurances

Vendor, for itself and all Team members and their officers, agents, servants and employees as part of the consideration under this Agreement, does hereby covenant and agree that:

1. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
2. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.

B. Rules and Regulations

Vendor agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and City and their respective agencies which are applicable to its activities under this Agreement.

C. Licenses

In addition to all other obligations herein set forth, Vendor shall be exclusively responsible for securing and maintaining at its sole cost all licenses required by any licensing authority, including but not limited to the City, St. Louis County and the State of Minnesota necessary to carry out or prosecute any and all parts of its business on the Premises.

ARTICLE VI

CONSTRUCTION OR ALTERATION

Vendor shall not make, construct or cause to be made or constructed any modifications to the Premises without the prior written consent of the Director, granted or denied in the exercise of his or her discretion. Such written consent, if granted, shall include such conditions as the Director shall determine are reasonably necessary to protect the interests of the City and of the Premises and shall include requirements that the Vendor and any persons or entities working under Vendor's control indemnify the City and provide such insurance as the Director shall determine to be appropriate.

ARTICLE VII

SURRENDER OF POSSESSION

Upon the expiration or other termination of this Agreement, Vendor's rights to use the Premises herein granted shall cease and Vendor shall, upon expiration or termination, promptly and in good condition surrender the same to City. In the event that Vendor has in any way changed, altered or modified the Premises herein, other than those improvements approved as herein provided for, Vendor covenants to return the same to the condition they were in at the time of the signing of this Agreement or, in the alternative, to pay City for the cost of returning them to said condition unless waived by the Director in writing. Upon termination, any improvements which have become part of the realty shall become part of the Premises of City, and the same, together with the Premises, shall be immediately returned to the control of City. Any improvements not part of the realty shall be removed therefrom within fifteen (15) days after the termination of this Agreement or the same shall be deemed to have been abandoned to City and the right of the Vendor to possession thereof shall cease. Upon termination of this Agreement, Vendor will waive any and all rights, if any, to relocation benefits under the Uniform Acquisition Assistance and Relocation Act of 1974, as amended, and any laws or regulations promulgated with regard thereto which might arise out of this Agreement.

ARTICLE VIII
PROVISION AGAINST LIENS

A. Provision Against Liens

Except for encumbrances permitted pursuant to Paragraph B below, the Vendor shall not create or permit any mortgage, encumbrance or allow any mechanic's or materialmen's liens to be filed or established or to remain against the Leased Property or any part thereof which would materially or adversely affect the City's interest in this Agreement during the term of this Agreement, provided that if Vendor shall first notify City of its intention to do so and post such security as City reasonably deems necessary, Vendor may, in good faith, contest any such mechanic's or other liens filed or established as long as City does not deem its interest or rights in this Agreement to be subject to foreclosure by reason of such context.

B. Provision Against Assignments, Transfers or Change in Identity of Vendor

The parties hereto acknowledge that City is relying upon the qualifications and identify of Vendor to operate the Premises. Therefore, except for the purposes of obtaining financing as hereinafter described or otherwise approved by this Agreement, Vendor represents and agrees for itself, its successors and assigns that it has not made or created, and will not make or create or suffer to be made or created, any total or partial sale, assignment, conveyance, lease, trust, lien or power of attorney, and has not or will not otherwise transfer in any other way all or any portion of the Premises, the Vendor, this Agreement or any other contract or agreement entered into in connection with carrying out its obligations hereunder; and except for mortgaging approved in writing by the Director, Vendor will not make or create or suffer to be made any such transfer of Vendor's rights hereunder without the prior approval of City.

ARTICLE IX
INDEMNIFICATION

A. Generally

Vendor will to the fullest extent permitted by law, protect, indemnify and save City and its officers, agents, servants, employees and any person who controls City within the meaning of Securities Act of 1933, harmless from and against all liabilities, losses, damages, costs, expenses, including attorneys' fees and expenses, causes of action, suits, claims demands and judgements of any nature arising from:

1. Any injury to or death of any person or damage to property in or upon the Premises, or growing out of or in connection with the use or non-use, condition or occupancy of the Premises or any part thereof and also, without limitation, any and all acts or operations related to any construction or installation on any portion of the Premises.

The foregoing indemnification shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the Vendor, customers, suppliers or affiliated organizations under any Workers' Compensation Act, Disability Benefit Acts or any other Employee Benefit Acts;

2. Any violation by Vendor of any provision of this Agreement;
3. Any violation of any contract, agreement or restriction related to Vendor's use of the Premises which shall have existed at the commencement of the Term of this Agreement or shall have been approved by the Vendor; and
4. Any violation of any law, ordinance, court order or regulation affecting the Premises or the ownership, occupancy or use thereof.

B. Indemnification Procedures

Promptly after receipt by Vendor of notice of the commencement of any action with respect to which the Vendor is required to indemnify such person under this Article, City shall notify the Vendor in writing of the commencement thereof, and, subject to the provisions as hereinafter stated, the Vendor shall assume the defense of such action, including the employment of counsel satisfactory to the indemnitee and the payment of expenses. In so far as such action shall relate to any alleged liability of the City with respect to which indemnity may be sought against the Vendor, City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, and the fees and expenses of such separate counsel shall be at the expense of the Vendor.

ARTICLE X
INSURANCE

Vendor shall procure and continuously maintain insurance covering all risks of injury to or death of persons or damage to Premises arising in any way out of or as a result of Vendor's occupancy of or use of the Premises, carried in the names of the Vendor, any subtenant and the City as their respective interests may appear, as follows:

A. Insurance

1. Liability Insurance

Vendor shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars aggregate per occurrence for personal bodily injury and death, and limits of One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars for Leased Premises damage liability. If person limits are

specified, they shall be for not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars per person and be for the same coverages. The City shall be named as an additional insured therein. Insurance shall cover:

- a. Public liability.
- b. Independent contractors--protective contingent liability.
- c. Personal injury.
- d. Product liability.
- e. Contractual liability covering the indemnity obligations set forth herein.

2. Workers' Compensation

Vendor shall procure and maintain continuously in force Workers' Compensation Coverage in statutory amounts with "all states" endorsement. Employees liability insurance shall be carried in limits meeting or exceeding the requirements of the State of Minnesota for such insurance.

B. Requirements for All Insurance

All insurance required in this Article X shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota. City shall be named as an "additional named insured" on each liability policy other than Workers' Compensation policies of Vendor.

C. Certifications

Lessee to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. City does not represent or guarantee that these types or limits of coverage are adequate to protect the Lessee's interests and liabilities. If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City. **The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) – or equivalent, as approved by the Duluth City Attorney's Office.** Lessee shall be permitted to obtain the insurance required under this Lease Agreement on a "blanket" basis, and shall be entitled to satisfy any insurance requirements with a combination of primary liability and umbrella coverage.

ARTICLE XI

VENDOR DEFAULTS AND REMEDIES THEREFORE

A. General Defaults and Remedies

1. General Events of Default

The following shall be deemed to be general events of default by Vendor under the terms and conditions of this Agreement to which the remedies set forth in Subparagraph 2 below shall be applicable as otherwise set forth in this Agreement.

- a. Vendor shall fail to pay any payment due to City under Article III above within ten (10) days of the date said payment is due.
- b. Vendor shall fail to observe or perform any of the other terms, conditions, covenants or agreements required to be observed or performed by it or any successors or assigns of Vendor pursuant to this Agreement and such failure shall continue for a period of thirty (30) calendar days after City has, pursuant to the provisions of this Agreement, given written notice to Vendor of such default or, in the event that such default shall be incapable of cure during said thirty (30) day period, shall have failed to commence to cure said default within thirty (30) days of the date of said notice and to diligently pursue the same to completion.
- c. Vendor shall permit any liens on the Building or the Premises with the exception of assignments approved pursuant to the terms of this Agreement or liens contested in accordance with Article VII above.
- d. Vendor makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts as they become due; or an adjudication of bankruptcy or insolvency as made as to Vendor or its business; or Vendor files a petition of bankruptcy or files a petition seeking any reorganization, dissolution, liquidation, or rearrangement, composition, readjustment or similarly under any present or future bankruptcy or insolvency statute, law or regulation; or Vendor files an answer admitting to or not contesting to the material allegations of a petition filed against in such proceeding or fails to have dismissed or vacated within thirty (30) days after its filing such a petition or seeks or consents or acquiesces in the appointment of any trustee, receiver or liquidator of a material part of Vendor's properties or fails to have dismissed or vacated within thirty (30) days after the appointment without the consent or acquiescence of Vendor of any trustee, receiver or liquidator of any material part of Vendor's properties.

2. General Remedies

Except as otherwise set forth in this Agreement, City shall have the following

remedies in the event of a default by Vendor:

- a. Terminate this Agreement and, at its discretion, retake the Building and the Premises from Vendor, subject to rights conferred on Vendor by applicable State Statute.
- b. Seek and be entitled to monetary damages, including consequential damages from Vendor for any damages, including consequential damages incurred by City as a result of Vendor's default.
- c. Seek and be entitled to injunctive or declaratory relief as is necessary to prevent Vendor's violation of the terms and conditions of this Agreement or to compel Vendor's performance of its obligations hereunder.
- d. Seek such other legal or equitable relief as a court of competent jurisdiction may determine is available to City.

B. Non-Waiver

The waiver by City of any default on the part of Vendor or the failure of City to declare default on the part of Vendor of any of its obligations pursuant to this Agreement shall not be deemed to be a waiver of any subsequent event of default on the part of Vendor of the same or of any other obligation of Vendor hereunder. And, to be effective, any waiver of any default by Vendor hereunder shall be in writing by City.

C. Remedies Cumulative

Except as specifically set forth herein, the remedies provided under this Agreement shall be deemed to be cumulative and non-exclusive and the election of one remedy shall not be deemed to be the waiver of any other remedy with regard to any occasion of default hereunder.

D. Attorneys' Fees

In the event that either party is in default of any of the terms and conditions of this Agreement and the non-defaulting party shall successfully take legal action to enforce said rights herein, in addition to the foregoing, such non-defaulting party shall be entitled to reimbursement for its reasonable attorneys' fees and costs and otherwise for its costs and disbursements occasioned in enforcing its rights hereunder.

ARTICLE XII
FORCE MAJEURE

Under the terms of this Agreement, neither the City nor Vendor shall be considered in default or in breach of any of the terms with respect to the performance of their respective obligations under this Agreement in the event of enforced delay in the performance of its obligations due to

unforeseeable causes beyond its control and without its fault or negligence, including but not limited to acts of God, acts of a public enemy, acts of the federal government, acts of another party, fire, floods, epidemics, strikes or embargoes, or for delays of contractors or subcontractors due to such causes. In the event of any such delay, any time for completion or delivery under this Agreement shall be extended for the period of any such delay upon written notice from the party seeking the extension to the other party.

ARTICLE XIII
REPRESENTATIONS BY CITY

City represents and warrants that as of the date hereof:

- A. It is a lawfully constituted municipal corporation under the laws of the State of Minnesota, it is not in material violation of any provisions of State law and that it has full power and authority to enter into this Agreement and perform its obligations hereunder.
- B. There are no actions, suits or proceedings pending, or to the knowledge of City, threatened against City or any Premises of City in any court or before any Federal, State, municipal or governmental agency which, if decided adversely to City, would have a material adverse effect upon City or any business or Premises of City and City is not in default with respect to any order of any court or government agency.
- C. City has investigated and has no knowledge that a City Council Member or other member, official, or employee of City is directly or indirectly financially interested in this Agreement or in any transactions concluded in connection with this Agreement.
- D. City shall do such things as are necessary to cause any information, document, certificate, statement in writing, or report required under this Agreement or otherwise delivered to any third parties under this Agreement to be true, correct and complete in all material respects.

ARTICLE XIV
VENDOR'S REPRESENTATIONS AND WARRANTIES

Vendor represents and warrants that as of the date hereof:

- A. It is a lawfully constituted corporation under the laws of the State of Minnesota, is not in material violation of any provisions of State law and that it has full power and authority to enter into this Agreement and to perform its obligations hereunder.
- B. That it is fully competent to use the Premises for the conduct of its business under all laws, rulings, regulations and ordinances of any governmental authority having jurisdiction and that he agrees to comply with all applicable State, Federal acquisition and relocation laws, wages and hours laws, including Davis-Bacon and local versions thereof or similar laws at

its own expense.

- C. That there are no actions, suits or proceedings pending or, to the knowledge of Vendor, threatened against Vendor or the Premises in any court or before any Federal, State or municipal or other governmental agency which, if decided adversely to Vendor, could have a material adverse affect upon Vendor or any Premises, and that Vendor is not in default of any order of any court or governmental agency.
- D. It is not in default of the payment of principal of or interest on any indebtedness for borrowed money or in default under any instrument or agreement pursuant to which the indebtedness has been incurred.
- E. Vendor shall do such things as are necessary to cause any information, document, certificate, statement in writing, or report required under this Agreement delivered to any third party under this Agreement to be true, correct and complete in all material and respects.

ARTICLE XV

NOTICES

Any notice, demand or other communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid to:

In the case of City:

City of Duluth
Room 400 City Hall
411 West First Street
Duluth, MN 55802

In the case of Vendor:

Service by Bill, Inc.
6118 Lee Avenue North
Brooklyn Center, MN 55429

ARTICLE XVI

APPLICABLE LAW

This Agreement together with all of its Articles, paragraphs, terms and provisions is made

in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first shown above.

CITY OF DULUTH, a Minnesota
Municipal Corporation

SERVICE BY BILL, INC., a Minnesota
Corporation, d/b/a "Crabby Ol' Bill's
at Canal Park"

By _____
Its Mayor

By: _____
its President

Attest:

"Vendor"

By _____
City Clerk

Approved:

Countersigned:

Assistant City Attorney

City Auditor

This Agreement Drafted by:
Robert E. Asleson
Attorney for the City of Duluth
Room 410 City Hall
Duluth, MN 55802
(218) 730-5490

Exhibit A

