

RECREATION, LIBRARIES AND AUTHORITIES COMMITTEE

13-0048R

RESOLUTION AUTHORIZING THE EXECUTION OF A THREE (3) YEAR LEASE AGREEMENT WITH NORTHWOODS LEAGUE, INC., FOR THE USE OF WADE STADIUM THROUGH 2015. RENTAL FEES OF \$330 PER GAME WILL BE DEPOSITED INTO 210-030-3190-4625-04.

CITY PROPOSAL:

RESOLVED, that the proper city officers are hereby authorized to enter into a lease agreement, a copy of which is on file in the office of the city clerk as Public Document No. \_\_\_\_\_, with the Northwoods League, Inc., for use of Wade Stadium by said league for professional baseball through 2015, the payments provided will be deposited in the Special Leagues Fund 210-030-3190-4625-04 (special projects, finance, special league, rent of athletic fields baseball field).

Approved:

  
Department Director

Approved for presentation to council:

  
Chief Administrative Officer

Approved as to form:

  
Attorney

Approved:

  
Auditor

STATEMENT OF PURPOSE: This resolution authorizes a new three year lease agreement with the Northwoods League to allow the Duluth Huskies baseball team to use Wade Stadium as their home field and to play their home games there through the 2015 playing season.

Since 2002, the Duluth Huskies, under the auspices of the Northwoods League, have played out of Wade Stadium as the successors to the reconstituted Duluth Dukes of the Northern League which were unable to continue in operation. In that year, the Northern League entered into a five year agreement with the city for the use of the stadium. The Northwoods League has played there since that time in cooperation with the city and other users of the stadium. That lease and an additional five year lease have now expired. The league desires to lease the stadium for three more years.

# WADE STADIUM LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease Agreement) by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota, hereinafter referred to as "City" and NORTHWOODS LEAGUE, INC., a corporation created and existing under the laws of the State of Florida, hereinafter referred to as "League."

WHEREAS, City is the owner of a baseball stadium facility located generally at 34<sup>th</sup> Avenue West and Second Street in Duluth, Minnesota and commonly known as Wade Stadium (the "Stadium"). A diagram of the Stadium is attached as Exhibit A; and

WHEREAS, the League has a franchise owned and operated by RWM Baseball Inc., d/b/a Duluth Huskies Baseball Club (the "Huskies") and plays its home games in the Stadium; and

WHEREAS, the City desires to have the Huskies in the City and is desirous of having said franchise play their games at the Stadium subject to the terms and conditions of this Agreement;

NOW, THEREFORE, the City does hereby lease the Stadium to the League and the League does take and agree to rent the Stadium from the City under the following terms and conditions:

## **I. Use of the Stadium and Parking facility**

### **A. Exclusive Use**

#### **1. Field and Grandstand**

On or before January 15<sup>th</sup> of any year of this Agreement, League shall furnish to the Manager of the City's Parks and Recreation Division (the "Manager") a schedule for that year's baseball season setting forth the dates of not more than forty-two (42) Northwoods League baseball games to be played by League at the Stadium (each a "League Game" or collectively the "League Games"). From four (4) hours before the time scheduled for the commencement of each League Game and until one (1) hour after the end of each game, League shall have exclusive use of the playing field and exterior seating areas of the Grandstand of the Stadium for the playing of summer collegiate league baseball (the "Exclusive Playing Field Time"). In the event that League needs to schedule additional baseball games or that League requires additional hours of exclusive use, such as to play a "double-header," League may submit a request for such additional times to the Manager and the Manager may authorize said additional times and negotiate the appropriate fees therefore in the exercise of her or his discretion.

#### **2. Under Grandstand Areas**

Between April 1<sup>st</sup> and October 31<sup>st</sup> of each year of the term of this Lease Agreement the League shall have exclusive use of all areas under the Stadium's Grandstand except the "Joint Use Facilities" (hereinafter defined) and except those areas labeled as "Storage Areas" on Exhibit A. In addition League shall have the exclusive right to use home team locker room from May 15<sup>th</sup> through September 1<sup>st</sup> of each year this Lease Agreement is in effect. League further agrees that the City shall have the right of access to all areas of the Grandstand, both under the Grandstand

and on the outside of said structure, at all times for the purposes of inspection, maintenance and, if necessary, cleaning, and that, during the holding of events by City at the Stadium, the general public shall have access to said Joint Use Facilities and to concession areas under the Grandstand.

3. Office Space

League will have exclusive use of the office space identified on Exhibit A

4. Special League Events

In addition to the playing of summer collegiate league baseball, the parties acknowledge that League may wish to organize and stage other entertainment events at the Stadium ("League Event"). All League Events are subject to the Manager's written approval and subject to an agreement specifying, among other things, the date or dates of such League Event, the beginning and ending times of the League Event, the times during which League shall have the exclusive use of Stadium facilities, the responsibility for costs of such events and the compensation to be paid to City as a result of authorizing League Event. The City agrees that the League shall have the right to charge patrons and any other person using the Stadium parking facilities during a League Event.

B. Non-exclusive

1. League may have the right to non-exclusive use, in conjunction with others, of the public washrooms/toilet facilities, isles, corridors and public walkways within the Grandstand and the visiting team locker room, all of which facilities shall be hereinafter referred to as the "Joint Use Facilities", all of which are shown on Exhibit A.

2. League shall have the non-exclusive right to use the playing field surfaces for baseball practice from May 15th of each year of this Lease through September 5<sup>th</sup> of such year, provided that the times of such practices shall be subject to the prior approval of the Manager. After the start of the regular season, League may request additional practice time, which requests the Manager may grant at his or her discretion.

C. Parking

1. On days when League is playing baseball at the Stadium, City agrees that patrons of said games will be allowed to park in the public parking facility adjacent to the Stadium; provided, however, City retains control of such parking area and reserves the right to charge patrons and any other person using the Stadium parking facilities for the privilege of parking. Notwithstanding the foregoing, City agrees that it will not charge patrons of Northwoods League baseball games without the consent of the League. City agrees that employees and officers of League may use said facility at no cost when on business related to the League.

2. In addition, should League wish to use the Stadium parking facility for holding "tailgate" type picnic events, League shall secure a permit from the Manager.

**D. City Access**

City shall have full rights to use the playing field, Grandstand seating, washroom areas and any other areas of the Stadium not leased to League for their exclusive use and access as described herein.

**I. Rent**

The League agrees to pay City a rental fee of Three Hundred Thirty and no/100<sup>th</sup> dollars (\$330.00) per game. It is estimated that the League will play thirty-two (32) games per season for a total rental fee of Ten Thousand Five Hundred Sixty and no/100<sup>th</sup> dollars (\$10,560.00) each year of this Agreement (the "Rental Fee"). League shall make monthly payments of \$1,760.00 beginning on or before the 1<sup>st</sup> day of each month beginning April 1<sup>st</sup> through September 1<sup>st</sup> of each year of this Agreement. Rental Fee payments shall be deposited in the Special Leagues Fund 210-030-3190-4625-04 or such successor fund designated by City's Auditor. Such rental payments shall be without right of set-off or any other reduction for any reason whatsoever: At the conclusion of each season the Rental Fee paid will be reconciled against the actual games played and any extra games played (i.e. playoffs) or games canceled due to weather will be billed or credited at such time. League agrees to pay interest at a rate of 1.5% per month (18% per annum) (not to exceed the maximum amount allowed by law), on all past due balances due to the City. League agrees to pay any collection costs, including but not limited to court costs, collection fees, and attorneys' fees.

**II. Alterations and Improvements:**

League may, at its sole expense, make suitable improvements or alterations to the Stadium upon advance written approval from the City's Facility Projects Specialist. All such improvements (except appliances and equipment plugged into an electricity source) shall become the property of the City. Prior to commencing any improvements or alterations, League shall submit to the City a Project Proposal Request along with detailed plans. A copy of the Project Proposal Request is attached to this Agreement as Exhibit B. These documents shall be submitted to the City at least forty-five (45) days before the planned commencement of the work. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to state law and the Duluth City Codes. League agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on said Stadium, League will provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance must be approved by the City Attorney before the commencement of any construction hereunder.

**III. Term and Termination**

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on September 2, 2012 and expire on September 30, 2015 unless otherwise earlier terminated as provided for herein. Either party may

terminate this Agreement by providing the other party with at least thirty (30) days written notice. Notwithstanding the forgoing, the parties agree that this Agreement may not be terminated during the months of April through October without the mutual agreement of the parties.

#### **IV. Concessions**

##### **A. Generally**

League shall have the sole right to provide concessions at the Stadium and adjacent parking lots from April 1<sup>st</sup> through October 31<sup>st</sup> in any year of this Agreement and except as hereinafter provided for herein, no person shall be permitted to bring novelty items into Stadium for sale or for their own use without the consent of League. League agrees to provide concession services in the Stadium for non-League events when the anticipated number of spectators is expected to be fifty (50) or greater. League shall not be required to, but may choose to provide concession services if the anticipated number of spectators is less than fifty (50). League shall be entitled to retain all revenues generated at the Stadium from concession services. League may either provide such services through employees of League or may subcontract with a concessionaire knowledgeable and able to provide such services. Provided, however, in the event of such subcontract, the identity of such subcontractor and the contents of the subcontract shall be subject to the approval of the Manager, which approval shall not be unreasonably withheld. In either event, League or such subcontractor may sell all items of food and beverage normally sold at professional baseball parks and in addition may sell souvenirs and memorabilia of League, the Stadium or of the City, except items displaying the City's trademarked logo shall be the subject to the written approval of City. All items of food and beverage must be sold in paper containers, wrappers or reusable or recyclable plastic beverage containers unless approved in writing by the Manager. No items contained in metal, glass or Styrofoam may be sold without the prior written approval of Manager.

##### **B. Wine and Beer License**

Upon the request of League or its authorized subcontractor, City agrees, to issue an on-sale beer and/or wine license to League for use by it or its subcontractor in conjunction with its concession operation, subject to League or subcontractor's compliance with the applicable license requirements. Provided, however, that League hereby agrees that it will at all times maintain in full force and effect a "dram shop" insurance policy meeting the requirements of the State of Minnesota for an on-sale intoxicating liquor license, written by a company licensed to do business in the State of Minnesota, and shall name the City as an additional insured.

##### **C. Vending Machines**

League shall have the right to install and operate or have installed and operated on its behalf vending machines at any location under its control pursuant to this Agreement in the Stadium and to collect and retain the income from such sales. League shall be obligated to keep all such vending machines in a fully stocked, maintained and operational condition

and available for patronage by the general public at all times when League shall have the right to provide concessions at the Stadium pursuant to Subparagraph A above on such dates and during such hours when the Manager has provided notice to League of its intent to have City events taking place at the Stadium.

#### **V. Revenues - Gate, Advertising and Media**

##### **A. Gate Revenues**

League shall have the right to one hundred percent (100%) of the gate sales generated by the playing of League baseball at the Stadium.

##### **B. Advertising Revenues**

League shall be entitled to all revenues generated by the sale of advertising on the inside of the walls of Stadium and the interior of the areas shown on Exhibit A during any year of this Agreement. Approval of the number, size and location of signs displayed on Stadium walls other than outfield walls and in the area shown on Exhibit A by the Manager shall be required, which approval shall not be unreasonably withheld. Provided, however, nothing herein shall be deemed to prevent City from displaying, in the interior area shown on Exhibit A, plaques, signs or other forms of displays, announcing public events or expressing appreciation to public or private entities making contributions to City for improvements to the Stadium or other public improvements, which plaques, signs or other forms of displays shall contain not "commercial advertising."

##### **C. Media**

League shall have the right to control all broadcast rights to League baseball games played by it at the Stadium and shall have the right to retain all of any income derived by it as a result of said broadcasts.

##### **D. Scoreboard and Sound System**

###### **1. Existing Scoreboard and Sound System:**

League shall have the right to use the existing electronic scoreboard and sound system for all League games. City shall have the right to use said scoreboard and sound system for all other events. The parties agree to share equally the costs of repairing and maintaining said existing scoreboard and sound system. Either party may contract for necessary repair and maintenance services and, upon completion of such repair or maintenance, shall send an explanation/justification of the repairs or maintenance done and a copy of the invoice for such repairs or maintenance to the other party who shall reimburse the party authorizing the repair or maintenance for one-half the cost. Notwithstanding the foregoing, if the need for any repairs or maintenance arises out of the negligent or intentional acts of either party or persons using said scoreboard or sound system or both, the party whose use gave rise to the need for such maintenance or repair shall bear the entire cost of such repair or maintenance.

2. All use of the scoreboard must be in compliance with all codes, laws and regulations governing such activities.

## **VI. Maintenance and Utilities**

### **A. Maintenance by League**

1. League shall be responsible for providing all maintenance, including the cost of labor, for the maintenance of the areas shown on Exhibit A including the public washroom/toilet facilities except as provided for in Subparagraph B below. During the Exclusive Playing Field Time, League shall further be responsible for providing all "grounds crew" services including infield raking, base cleanup, striping and ground tarp handling. League shall, however, be entitled to use City equipment where available on the premises for performing such "grounds crew" services. Furthermore, City agrees that League shall be entitled to seek and receive advice and direction from knowledgeable employees of City's Parks Maintenance and Parks and Recreation Division Staff otherwise present at the Stadium or the adjacent Wheeler Field facility in performing such "grounds crew" services but only to the extent that such assistance does not materially detract from their performance of their responsibilities to the City. League shall further be responsible for picking up all trash and debris in the Stadium, including but not limited to the Grandstand areas, and adjacent parking area after each baseball game played by it at the Stadium and to otherwise perform all cleaning and maintenance to make said areas suitable for the holding of City events. All such clean-up work shall be completed by League on each day following the night of any League baseball game at the Stadium.

2. The League agrees to comply with the City's guidelines relating to recycling, energy efficiency and maintenance of the Stadium. A copy of the guidelines will be provided to League upon execution of this Lease Agreement.

### **B. Maintenance by City**

1. City agrees that it shall have performed, or cause to be performed, cleanup work and field maintenance necessary to have the field and Grandstand in suitable conditions for the playing of summer collegiate league baseball at the time of the scheduled League Game and will require that any event occurring on the date of a scheduled League Game or exhibition game shall be concluded not less than four (4) hours prior to the scheduled commencement of the League Game.

City shall be responsible for all maintenance of the Stadium not required of League as described herein, but not limited to, structural maintenance of the Grandstand and keeping the playing field in a "playable" condition for the playing of League baseball. The City shall also be responsible for providing all cleaning and paper product supplies for the Stadium's restrooms. In addition, on days when League games are scheduled, City shall be responsible for providing "grounds crew" services to drag the infield, set the bases, and renew the striping prior to the Exclusive Playing Field Time.

C. Utilities

From and after the effective date of this Lease Agreement, City shall be responsible for paying for the cost of all utilities except for telephone and/or internet services for the use of League, its officers, agents and employees used at the Stadium during the term of this Lease Agreement. The League shall use best efforts to avoid wasteful use of the utilities provided by City.

D. Vacation of Premises

No later than October 31<sup>st</sup> of each year of this Agreement, League shall cease all use of and occupancy of the Stadium until April 1st of the following year except for the League's use of its designated office space, which is used by the League throughout the year. As of that date, League shall have removed all personal property owned or used by League or any persons using Stadium on behalf of League and shall have completed performance of all of its cleaning and maintenance responsibilities. Personal property of League remaining on Stadium premises after that date shall be deemed to have been abandoned and City shall have the right, but not the obligation, to use or dispose of such property. Notwithstanding the foregoing, League may, at its option and at its sole risk, store and allow to remain in the Stadium concession equipment permanently or temporarily installed in the Stadium for as long as this Lease Agreement remains in force and effect; provided that City shall not, at any time, be responsible for the protection or preservation of such equipment. League shall be responsible to provide any insurance League determines is necessary to protect its interests in and to the equipment. Any equipment remaining in the Stadium after the termination of this Lease Agreement shall be deemed to have been abandoned and City shall have the right, but not the obligation, to use or dispose of such equipment as it deems necessary.

**VII. BOOKS AND RECORDS:**

- A. League shall cause League Affiliate Duluth Huskies ("Affiliate") to maintain at all times during the term of this Agreement a complete set of financial books and records, kept in accordance with accepted accounting practices, at the Stadium or at such other location in the City of Duluth as League may designate from time to time in writing. Said books and records shall, upon reasonable request therefore by City, be made available for inspection and audit by City and its representatives at any time during ordinary business hours.
- B. Pursuant to Minn. Stat. §16C.05, Subd. 5, the books, records, documents and accounting procedures and practices of League relevant to this Agreement shall be subject to examination by the State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years.

**VIII. Liability Insurance**

- A. The League 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. Insurance shall cover:

1. Public liability, including premises and operations coverage.
2. Independent contractors--protective contingent liability.
3. Personal injury.
4. Owned, non-owned and hired vehicles.
5. Contractual liability covering the indemnity obligations set forth herein.
6. Dram Shop Insurance, if applicable.

B. Workers' Compensation

Workers' Compensation Coverage in statutory amounts with "all states" endorsement. Employees liability insurance shall be carried in limits of One Hundred Thousand and No/100 (\$100,000.00) Dollars per employee.

C. Requirements for All Insurance

All insurance required 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.

D. Certifications

The City does not represent or guarantee that these types or limits of coverage are adequate to protect the League's interests and liabilities. The League shall provide a Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included 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.

E. Indemnity

The League shall defend, indemnify and hold harmless the City, its officers, agents and employees from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of the League, its subcontractors, agents or employees under this Agreement.

**IX. Default and Remedies - League**

A. General Events of Default

1. Default: League shall be deemed to be in default of this Agreement upon the occurrence of any of the following events:
  - a. Failure of League to pay its rent.

- b. Failure to continue to play League baseball at the Stadium during the League's season in any year.
  - c. Any other violation of the terms and conditions of this Agreement not remedied within ten (10) days after written notice thereof is transmitted to League.
2. Remedies: In the event of general default by League, City shall have the following rights and remedies:
- a. A suit for specific performance against League to compel League to fulfill its obligations under this Agreement.
  - b. The right to bring any other action available to it at law or equity.

**B. Special Defaults and Remedies**

In addition to the foregoing, if League violates any of the provisions of section VIII, City shall have the right but not the obligation of performing the obligations of League and of collecting the costs incurred by the City, including reasonable overhead, from League. In the case of League's obligation to clean the Stadium and to remove trash and debris therefrom, City shall not be required to give any advance notice to League of its intent to so perform League's obligations. In the case of League's obligations to remove property from the Stadium after September 30th of each year, City may do so after giving oral notice to League's local general manager at least forty-eight (48) hours prior to such action.

**C. Non-waiver**

The waiver of any default or breach of the terms and conditions of this Agreement by City on any occasion shall not be a continuing waiver of said default or breach.

**X. Default and Remedies - City**

**A. Events of Default** In the event of the occurrence of any of the following, the City shall be deemed to be in default of the terms and conditions of this Agreement:

- 1. The interference by City in the peaceful enjoyment by League of the exclusively leased portions of the Stadium, as defined herein, during such times when League is to have use of those facilities.
- 2. Any other material violation by City of the terms and conditions of this Agreement not remedied within ten (10) days after written notice thereof is transmitted to City by certified mail with return receipt requested.

**B. Remedies** In the event of default by the City under the terms and conditions of this Agreement, League shall have the following rights and remedies:

- 1. A suit for specific performance against City to compel City to fulfill its obligations under this Agreement.
- 2. The right to bring any other action available to it at law or equity.

### Non-waiver

The waiver of any default or breach of the terms and conditions of this Agreement by League on any occasion shall not be continuing waiver of said default or breach.

## **XI. Assignment and Assumption**

### **A. Assignment**

League agrees that it will not allow this Lease Agreement or any of the rights or obligations of League thereunder, except as provided for herein, to be transferred or assigned in any manner whatsoever, including but not limited to by law or novation, to any third party without the prior written consent of City, which consent shall not be unreasonably withheld. For the purposes of this Agreement, a sale, transfer or assignment of a majority of the voting stock in League shall constitute an assignment.

### **C. Sale of Franchise**

Notwithstanding the provisions of Subparagraph A above, if, during the term of this Agreement, the League sells the franchise to play League baseball in the City of Duluth to a private owner who will own said franchise and operate the League team in Duluth (the "Owner"), then, as part of the purchase of said franchise by any such Owner, League agrees that it will require any such Owner to agree to be bound by all of the terms and conditions of this Agreement, to agree that the City shall be an intended third-party beneficiary of said commitment and to agree that the City shall be entitled to enforce all of the terms and conditions of this Lease Agreement directly against Owner; provided that nothing herein shall, in any way, relieve League of any of its obligations to City under this Agreement. Upon the approval of any such sale, League agrees to provide the City with the name and address of the person to whom all notices under this Agreement are to be sent as provided for in section XVI below and shall require in its agreement with such Owner that such Owner keep City currently informed as to the current identity and address of such notice recipient.

## **XII. Incident Reports:**

League shall promptly notify the Manager in writing of any incident of injury to any person or loss or damage to property occurring on or within the Stadium during the Term of this Lease Agreement. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster. A copy of the City's form of Incident Report is attached hereto as Exhibit C.

## **XIII. Obey All Laws**

Both parties hereto agree that they will obey all laws, rules and regulations and ordinances promulgated by the Government of the United States, the State of Minnesota and the City of Duluth pertinent to the exercise of their rights and obligations under this Agreement, including, without limitation, all obligations not to discriminate against persons by virtue of their race, creed, color, national original, religion, sex, age, or state of disability.

**XIV. Notices**

Notices to be given by the parties hereto shall be deemed to be adequately given if mailed to said parties, postage prepaid, at the addresses set forth below for said parties or such other addresses as the parties may from time to time request in writing to the other party.

In the case of City:                   Manager – Parks and Recreation  
Ground Floor – City Hall  
411 W. 1<sup>st</sup> Street  
Duluth, MN 55802

In the case of League:               Mr. Dick Radatz, Jr., President  
Northwoods League.  
2900 4<sup>th</sup> St. SW  
Rochester, MN 55901

**XV. Third Party Beneficiaries:**

No provision of this Agreement shall inure to the benefit of any third person so as to constitute any such person as a third-party beneficiary of this Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

**XVI. Immunity:**

Nothing in this Agreement is intended to or should be construed as a waiver by the City of any immunities, defenses or other limitations on liability to which the City is entitled by law, including, but not limited to, the liability of limits under Minnesota Statutes Chapter 466.

**XVII. Severability:**

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**XVIII. Applicable Laws**

This Agreement, together with all of its covenants, terms and conditions, is made in the State of Minnesota and is to be interpreted in accordance with the laws of the State of Minnesota.

**XIX. Final Agreement:**

This Lease Agreement shall supersede all prior negotiations, understandings or agreement and is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. There are no representations, warranties or stipulations, either oral or written, not herein contained. No amendments to this Lease Agreement shall be binding unless such amendment is in writing and executed with the same formality and approvals as this Lease Agreement.

**XX.** Prior to execution of this Lease Agreement by the City, League shall provide evidence that it is a legal entity legally capable of entering into obligations of a contract and currently in good standing with the Minnesota Secretary of State. City officials are granted the authority to refuse to execute this Agreement upon default by League of the requirements of this paragraph.

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

**CITY OF DULUTH**

**NORTHWOODS LEAGUE, INC.**

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

By: \_\_\_\_\_  
Its: President  
Printed Name \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

Countersigned:

\_\_\_\_\_  
City Auditor