

FACILITY USE AND LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into as of June 30, 2020, by and between STRIDE Academy Charter School, a Minnesota non-profit corporation and public charter school, (“STRIDE”) and Reach Up Incorporated, a Minnesota nonprofit corporation (“Licensee”).

RECITALS

- A. STRIDE leases and occupies the premises and school facility located at and commonly known as 3241 Oakham Lane, St. Cloud, Minnesota, 56301 (the “STRIDE Facility”). STRIDE leases the STRIDE Facility from STRIDE Academy Building Company, a Minnesota nonprofit corporation (“Landlord”) in accordance with a lease dated November 22, 2016 (the “Lease”). This Agreement shall at all times be subordinate and subject to the Lease.
- B. The STRIDE Facility is improved with a schoolhouse that contains a gymnasium, fitness center, classrooms, commons, as well as outdoor parking and playground.
- C. Licensee desires to use certain portions of the STRIDE Facility as detailed in the Schedule of Use attached hereto as Exhibit A.

AGREEMENT

1. Grant of License; Premises; Use Hours.

STRIDE hereby grants to Licensee a non-exclusive license to use certain facilities, only on days and at times specified on Exhibit A hereto (the “License Space”). Such use will be subject to rules and regulations promulgated by Licensor from time to time. The current rules and regulations are attached as Exhibit B. License rights under this Agreement are not transferrable.

2. License Fee.

STRIDE requires all license users to pay an administrative fee to reimburse STRIDE for its overhead and expenses (STRIDE staff time, janitorial and cleaning, management, etc.) associated with use of the License Space. The fee schedule for this agreement is listed in Schedule A. STRIDE shall invoice licensee monthly at 350 Highway 10 South, St. Cloud, Minnesota, 56304 (attn: Earl Linda). All invoices shall be paid within 30 days. Delay in payment may result in immediate termination of this license agreement by STRIDE following 10 days written notice..

3. Term.

Unless otherwise specified, the license granted herein shall expire on June 30, 2021, unless earlier terminated as set forth herein. Either party may terminate this Agreement at any time upon thirty (30) days’ notice. STRIDE may terminate this Agreement if the STRIDE Facility is damaged or destroyed.

4. Use of License Space.

Licensee may use the License Space only for the purpose of conducting church services on a nonprofit basis. Licensee will not use the License Space for any for-profit commercial activity. In using the License Space, Licensee will not discriminate against any individuals on the basis of race, creed, or national origin. Licensee must provide STRIDE with an emergency plan prior to first scheduled event.

5. Maintenance and Repair.

- (a) Licensee will be responsible for cleaning the License Space. Licensee will be required for space cleaning per MDH's Covid-19 recommendations and requirements.
- (b) In the alternative, STRIDE will provide daily janitorial, with its janitor, and Licensee will pay a pro rata share of the cost. Licensee will reimburse STRIDE for additional cleaning required in common areas due to Licensee's use.
- (c) Licensee will ensure that its trash is placed in appropriate garbage container. STRIDE will provide routine garbage removal in accordance with STRIDE's facility standard maintenance.
- (d) Licensee will be responsible for the cost of any repairs necessitated by acts of Licensee or its staff, pupils, or families.

6. Insurance.

- (a) Licensee shall purchase in advance and carry the following insurance at its own expense:
 - (a) comprehensive liability insurance covering all acts of Licensee, its employees, students, agents, representatives and guests and insuring against all claims arising from injury to persons or damage to property in or about the STRIDE Facility in a single limit amount of not less than \$2,000,000.00 (aggregate) for personal injury or death and not less than \$500,000.00 for property damage and fire legal liability.
- (b) All such insurance shall name STRIDE and Landlord as additional insureds, and shall provide for notice to STRIDE, and Landlord, of cancellation, nonrenewal or material modification. The coverage required of Licensee shall be considered primary as to STRIDE and Landlord. Certificates of all such insurance shall be delivered to STRIDE and Landlord prior to occupancy of the STRIDE Facility by Licensee. Licensee shall pay to STRIDE or, at Landlord's request, to Landlord, upon demand, the cost of securing such insurance in the event Licensee fails to furnish certificates of insurance; however, it is neither STRIDE's nor Landlord's duty nor obligation to secure such insurance for Licensee.
- (c) To the extent not prohibited by or violative of any policy of insurance issued to Licensor or Licensee, each party hereto waives the right to maintain a direct action against the other for damages covered by the respective insurance policies, whether or not such policies are actually in full force or effect at the time of any such claim. Such mutual waiver of subrogation shall apply only to the extent that proceeds are actually receivable

under the policy or policies in question and shall not apply to any portion of any claim which is not covered by the insurer by reason of a loss deductible provisions or a denial of coverage.

- (d) Notwithstanding any other provision in this License Agreement to the contrary, Licensee agrees to indemnify, defend (with counsel of STRIDE's choosing) and hold STRIDE, and Landlord, and their officers and employees, harmless of and from any and all claims arising from, concerning or relating to Licensee's use or occupancy of the STRIDE Facility except for claims or damages arising solely from the gross negligence or willful misconduct of STRIDE or its officers or employees. Licensee hereby releases STRIDE and Landlord, as well as the officers and employees of STRIDE and Landlord, from all damage, compensation or claims from any cause other than the intentional misconduct of STRIDE, its officers or employees. This paragraph 6(d) shall survive the expiration or termination of this Agreement.

7. Termination Upon Default.

If Licensee shall fail to maintain insurance required herein or pay any charge when due, STRIDE may terminate this Agreement immediately, without court order or prior notice, in its sole and absolute discretion.

8. Miscellaneous Provisions:

- (a) This License Agreement will not be recorded
- (b) STRIDE or Landlord shall be entitled to recover its costs and attorneys' fees, in addition to any other award, in any litigation concerning or arising from this License Agreement.
- (c) STRIDE reserves the right to modify or cancel its obligations under this Agreement, in whole or in part, without charge or penalty, where such suspension or cancellation is necessitated by casualty or contingency beyond its reasonable commercial control, including but not limited to Acts of God, government regulations, acts or omissions of shippers or carriers, labor disputes, earthquake, flood, fire, civil commotion, embargoes, quotas, or shortage of labor or materials.

[SIGNATURES BEGINNING ON FOLLOWING PAGE]

SIGNATURE PAGE TO LICENSE AGREEMENT


IN WITNESS WHEREOF, the parties hereto have executed this License Agreement effective as of the day and year first stated above.

Licensor

License

STRIDE Academy, a Minnesota nonprofit corporation and public charter school

Reach Up Incorporated, a Minnesota nonprofit corporation

 6-25-20

 6-25-20

By: ERIC WILLIAMS
Its: Executive Director

By: LINDA R. EARL
Its: Executive Director

Landlord hereby consents to this License:

Landlord

STRIDE Academy Building Company, a Minnesota nonprofit corporation

By: _____
Its: _____

EXHIBIT B

(Rules and Regulations)

The following general limitations of use for STRIDE and Landlord facilities are to provide a safe and secure environment for everyone utilizing our facilities. Failure to follow the general or specific limitations of use may be grounds for cancellation of the License and denial of future use.

1. STRIDE and Landlord reserve the right to deny the use of school facilities to any person when STRIDE or Landlord deem it necessary in the interests of STRIDE, its students, teachers, or employees and Landlord.
2. Use of tobacco, alcoholic beverages, and guns are prohibited in all district facilities and on district property. It is Licensee's responsibility to communicate these use restrictions to those participating in the event.
3. No sign may be placed or affixed on the STRIDE and Landlord property with the exception of temporary signs during the time of Licensee use. Licensee and/or organization agrees to assume all responsibility for damage or liability of any kind and further agrees to hold harmless STRIDE Academy Charter School and Landlord from any expenses or costs related to use of its facilities. The school has the sole authority to determine the actual or reasonable repair or replacement cost of any damages that occur as a result of an organizations use.
4. All children must be under direct parental/leader supervision at all times. All activities must be under competent and responsible adult supervision with an overall site supervisor identified prior to the start of the event use. Disorderly conduct of any kind is prohibited and will result in ejection from STRIDE and Landlord property and cancellation of future use privileges.
5. Licensee and/or organization may only use the facility and equipment specified in the agreement and should do so starting and ending within the time period communicated in the agreement.
6. Inclement weather and/or building emergencies may necessitate cancellations or postponement of a use.
7. STRIDE Academy Charter School and Landlord reserve the right to cancel or withhold use privileges if the provisions as stated above are violated.

EXHIBIT A

(Schedule of Use)

License Start Date: June 1, 2020		License End Date: June 30, 2021	
Use of rooms 189		Weekdays	Start and Dismissal to may be subject to change due to MDH and MDE Guidance for School opening Fall 2020.
Use of designated entryway, hallways, and restrooms as instructed by STRIDE from time to time			
Full use of STRIDE parking lot			
STRIDE Academy staff to open and close the building			
Monthly license fee of \$750 per month, paid in advance on the first day of each month			