



Beginning Date:	
Ending Date:	
Hours of Use	
Permitted Use	
License Space	
Licensee:	, a Minnesota nonprofit corporation
Licensee Address:	
License Fee:	\$_____ per month/week/use

FACILITY USE AND LICENSE AGREEMENT

THIS FACILITY USE AND LICENSE AGREEMENT (“**License Agreement**”) is made and entered into as of the date stated above (the “**Effective Date**”) by and between STRIDE Academy Charter School, a Minnesota nonprofit corporation and public charter school, (“**STRIDE School**” or “**Licensor**”) and the licensee identified above (“**Licensee**”).

RECITALS

- (A). STRIDE School leases and occupies the following premises and school facilities, which include schoolhouse structures, parking, playgrounds, sports fields, landscaped areas, and other facilities: (1) 3241 Oakham Lane, St. Cloud, Minnesota, 56301 (the “**Elementary Campus**”) and (2) 3701 33rd St. S., St. Cloud, MN 56301 (the “**Secondary Campus**”) (together, the “**STRIDE Facilities**”).
- (B). Licensee desires to use certain portions of the STRIDE Facilities as detailed in the Schedule of Use attached hereto as Exhibit A, on the terms and conditions set forth herein.

AGREEMENT

1. **Grant of License; Premises; Use Hours.** STRIDE School hereby grants to Licensee a license (the “**License**”) to use those certain portions of the schoolhouses located on the STRIDE Facilities on the days and times specified on Exhibit A (collectively, the “**License Space**”). Licensee’s use of the License Space will be strictly limited to the days, times, facilities, and locations specified on Exhibit A. Such use will at all times be subject to rules and regulations promulgated by Licensor from time to time. The current rules and regulations are attached as Exhibit B. Notwithstanding any contrary language in this License Agreement, this License does not prohibit STRIDE School from accessing the Licensed Space for necessary maintenance, repairs, or other building operation purposes in a reasonably nondisruptive manner during Licensee’s use, nor from licensing other portions of the STRIDE Facilities to other users or licensees.



2. License Fee.

a In consideration for use of the License Space, Licensee will pay to STRIDE School a “License Fee” in the amount set forth above. Each installment of the License Fee is due and owing on or before the date set forth above, without notice or invoice. There will be no grace period.

b In addition, Licensee will be responsible for additional costs (the “**Additional License Fee**”) including, without limitation, (i) the cleanup, operation, maintenance, and repair or replacement of any portion of the License Space, or the greater Elementary Campus or Secondary Campus, due to by Licensee’s careless or negligent use of the License Space. All fees are calculated on an hourly basis, based on the direct actual cost of labor or based on STRIDE School’s actual out of pocket costs from vendors. The Additional License Fee is due and payable by the Licensee to STRIDE School 30 days after receipt of invoice.

4. **Term.** The License granted herein shall commence and expire as set forth on the first page of this License Agreement (the “**Term**”). Either party may terminate this License Agreement at any time prior to the expiration of the Term upon five (5) days prior written notice to the other party. **Use of License Space.** Licensee may use the License Space only for the purpose set forth above (the “**Permitted Use**”) and for no other purpose. Licensee shall not store any of its personal property in any schoolhouse building without written permission. Licensee will not leave, outside of Licensee’s Hours of Use, any religious symbols, posters, banners, artifacts, or other items in any portion of any schoolhouse structure. Licensor may dispose of any such items left on the STRIDE Facilities, outside of Licensee’s Hours of Use, without obligation to Licensee.

5. Maintenance and Repair.

a STRIDE School will provide routine garbage removal, janitorial, snow removal, and maintenance in accordance with its standard janitorial and maintenance facility schedules, and STRIDE staff will be responsible for providing access to the License Space at the beginning of use and securing the License Space at the end of each use.

b Licensee is responsible for placing all garbage in designated garbage containers. Licensor will impose an additional charge for excess or noncompliant garbage removal as needed in accordance with Section 2.b.

c Licensee will be responsible for any cleaning beyond routine janitorial and repair of any damage caused by Licensee or its staff, students, guests, or invitees. Licensee will promptly reimburse Licensor for any costs and expenses incurred as a result of Licensee’s failure to fulfill the cleaning, maintenance, and repair obligations in this License Agreement in accordance with Section 2.b.

6. Insurance.

a **Licensee’s Casualty Insurance Obligations.** All machinery, equipment, fixtures and furniture and all other property owned and in Licensee’s care, custody or control on the Premises are at Licensee’s sole risk. STRIDE School is not liable for any damage to such property or for any theft, misappropriation or loss of any such property, unless such damage or loss arises from the gross negligence or willful misconduct of STRIDE School. Licensee may, at Licensee’s sole cost and expense, but is not obligated



to, keep all of such property insured against loss or damage by fire and other risks. If Licensee obtains insurance coverage on such property, all policies of insurance will permit release of liability as provided in this section and/or waiver of subrogation as to STRIDE School. Regardless whether Licensee maintains any such insurance coverage, Licensee waives, releases and discharges the STRIDE School employees, volunteers and agents from all claims Licensee may have or acquire arising out of damage to or destruction of the property, or Licensee's machinery, equipment, furniture, fixtures, personal property or business, and loss of use thereof occasioned by fire or other casualty, whether any such claim arises because of the negligence or fault of any STRIDE School employee, agent or volunteer, or otherwise, and Licensee will look to its insurance coverage only (regardless whether Licensee maintains any such coverage) in the event of any such claim.

b Licensee's Liability Insurance Obligations. Licensee will, at Licensee's sole cost and expense, maintain commercial general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the STRIDE Facilities, to a combined single limit of not less than \$2,000,000 in the aggregate and per occurrence, coverage on an occurrence basis. Licensee will include contractual liability coverage in such policy insuring all of Licensee's indemnification, defense, and hold harmless obligations under this License Agreement. Licensee's liability insurance is primary to any liability insurance STRIDE School maintains.

c Licensee's Miscellaneous Insurance Obligations. Licensee's liability insurance policy(ies) will be written by companies rated at least "Best A-VIII" and otherwise reasonably satisfactory to STRIDE School, will name STRIDE School as additional insureds and will provide that the policies will not expire or be canceled without at least 30 days prior written notice to STRIDE School. Licensee will deliver to STRIDE School a copy of all policies, or a memorandum or certificate of such insurance on ACORD Forms or other insurance forms reasonably acceptable to STRIDE School, on or before the beginning date of this License Agreement or otherwise at STRIDE School's request from time to time. Licensee's insurance will include coverage for all claims based upon acts, omissions, injury or damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

d Licensee's Indemnification of STRIDE School. In addition to Licensee's other indemnification obligations in this License Agreement, Licensee will indemnify, protect, defend (with counsel reasonably acceptable to STRIDE School) and hold harmless the STRIDE School from and against all claims arising from (a) any breach or default by Licensee in the performance of any of Licensee's covenants or agreements in this License Agreement, (b) any act, omission, gross negligence or misconduct of Licensee and (c) any accident, injury or damage in, about or to the Premises to the extent not caused by the gross negligence or willful misconduct of STRIDE School, its agents, employees, licensees or invitees.

e Licensee's Waiver. To the extent not expressly prohibited by the laws of the State of Minnesota and to the extent not caused by the gross negligence or willful misconduct of the STRIDE School, Licensee agrees that STRIDE School is not liable for, and Licensee waives, all claims against STRIDE School for any damage to Licensee's property or business resulting directly or indirectly from (a) any existing or future condition, defect, matter or thing in the Premises, the Premises or any part of the Premises, (b) any equipment or appurtenances coming out of repair, or (c) any occurrence, act or omission of any of the STRIDE School or any other licensee or occupant of the Building or any other person. This section applies especially, but not exclusively, to damage caused by the flooding of basements or other subsurface areas and by refrigerators, sprinkling devices, air conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors, noise or the bursting or



leaking of pipes or plumbing fixtures and applies regardless whether any such damage results from an act of God, the act or omission of other Licensees or occupants of the Premises or any other person.

f **STRIDE School's Indemnification of Licensee.** STRIDE School will indemnify, protect, defend (with counsel reasonably acceptable to Licensee) and hold harmless the Licensee from and against all claims arising from (a) any breach or default by STRIDE School in the performance of any of STRIDE School's covenants or agreements in this License Agreement following notice from Licensee and the expiration of any applicable cure period, (b) any gross negligence or willful misconduct of STRIDE School or the STRIDE School Parties and (c) any accident, injury or damage in, about or to the Common Area to the extent not caused by the gross negligence or willful misconduct of Licensee, its agents, employees, licensees or invitees.

g **Licensee's Failure to Insure.** Notwithstanding any contrary language in this License Agreement, if Licensee fails to provide STRIDE School with evidence of the insurance required by Sections 6.b. and 6.d., STRIDE School may, but is not obligated to, without further demand upon Licensee and without waiving or releasing Licensee from any obligation contained in this License Agreement, obtain such insurance. In such an event, Licensee will pay to STRIDE School, as Additional License Fees, all expenses STRIDE School actually incurs obtaining such insurance. No such payment by STRIDE School relieves Licensee from any default under this License Agreement.

7. **Default by Licensee.** If Licensee shall fail to (a) maintain or renew insurance required herein, (b) pay any charge when due, or (c) perform any other obligation when due, STRIDE School may terminate this License Agreement immediately, without court order or prior notice, in its sole and absolute discretion, at which time all unpaid fees and other amounts owing from Licensee will be immediately due and payable, and to the fullest extent permitted under Minnesota law, STRIDE School shall have the right to accelerate all License Fees due hereunder and payable over the remainder of the Term through the date of termination in accordance herewith. Upon termination, STRIDE School may, in its sole discretion, without further consent from Licensee or prior court order, remove all Licensee property and prohibit Licensee's access to the License Space. Upon removal in accordance with this provision, Licensee will promptly reimburse STRIDE School for all costs of removal.
8. **Default by Licensor.** If STRIDE School defaults in the performance of any of its obligations under this License Agreement, Licensee will notify STRIDE School of the default and STRIDE School will have 30 days to cure the default. If STRIDE School cannot reasonably cure the default within a 30-day period, STRIDE School will have an additional reasonable period of time to cure the default as long as STRIDE School commences the cure within the 30-day period and thereafter diligently pursues the cure. If STRIDE School fails to cure the default, Licensee may immediately terminate this License Agreement as Licensee's sole and exclusive remedy, after which Licensee will have no further obligations to Licensor except as set forth in Section 6, above. In no event is STRIDE School liable for consequential damages, including without limitation, lost profits.
9. **Surrender Upon Expiration.** Upon the expiration or termination of the Term, or the sooner termination of this License Agreement, Licensee shall remove all Licensee property and restore the STRIDE School building to its original condition, including filling in all holes and otherwise repairing or replacing any and all portions of the License Space, Elementary Campus, or Secondary Campus, and shall peacefully surrender and quit the License Space, Elementary Campus, and Secondary Campus. Notwithstanding any contrary language in this License Agreement,



improvements made to any portion of the STRIDE Facilities by Licensee with the approval of STRIDE School are not subject to restoration and are considered part of the original condition of the Premises.

- 10. Subordination.** Without the necessity of any additional document being executed by Licensee for the purpose of effecting a subordination, this License Agreement and all rights of Licensee hereunder shall be subject and subordinate at all times to the lien of any mortgage now or hereafter placed on, against or affecting the Elementary Campus or Secondary Campus, or STRIDE School's interest or estate therein. Notwithstanding the foregoing, Licensee covenants and agrees to execute and deliver, within ten (10) days of demand therefor, such further instruments evidencing such subordination or superiority of this License Agreement or the License, as may be required by STRIDE School or any mortgagee.
- 11. Estoppel.** Licensee agrees at any time and from time to time, upon not less than ten (10) days prior written request by STRIDE School, to execute, acknowledge and deliver to STRIDE School a statement in writing certifying that the License Agreement is not modified (or if modified, stating the modification), that the License Agreement is in full force and affect, stating the dates to which the License Fee has been paid in advance (if any) and stating whether the STRIDE School is in default hereunder. It is intended that any such statement may be relied upon by any prospective purchaser of the fee or mortgagee or assignee of any mortgage upon the Elementary Campus, Secondary Campus, or both.
- 12. Damage or Destruction.** Other than as set forth above, if the Elementary Campus, Secondary Campus, or both are damaged or destroyed by natural causes, regardless of the fault or neglect of Licensee, either Licensor or Licensee may terminate this License Agreement. STRIDE School will have no obligation to the Licensee to repair any such damage or destruction.
- 14. Condemnation.** If the whole or any part of the Elementary Campus or Secondary Campus are taken or condemned or purchased under threat of condemnation by any governmental authority, then this License Agreement shall terminate at the option of Licensee or STRIDE School. Licensee shall have no claim against the condemning authority, STRIDE School or otherwise for any portion of the amount that may be awarded as damages as a result of such taking or condemnation or for the value of any unexpired Term of this License Agreement.
- Alterations and Signs.** Licensee shall not make any alterations, decorations, additions or improvements, structural or otherwise, in or to the Elementary Campus or Secondary Campus without the prior written consent of STRIDE School. Licensee may not place a sign on the License Space without STRIDE School's prior written consent.
- 15. Miscellaneous Provisions:**
- a** Licensee shall not assign this License Agreement or otherwise transfer its rights under this License Agreement.
- b** This License Agreement will not be recorded, nor will any memorandum of this License Agreement be recorded.
- c** The prevailing party 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.



d Licensee will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the STRIDE Facilities that will contravene STRIDE School's policies insuring against loss or damage by fire or other hazards, including without limitation, commercial general liability or that will prevent STRIDE School from procuring such policies from companies acceptable to STRIDE School.

e STRIDE School and Licensee reserve the right to cancel its obligations under this License Agreement, without charge or penalty, where such 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.

f This License Agreement constitutes the entire License Agreement between the parties hereto and may not be modified except in writing.

g This License Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between STRIDE School and Licensee. The sole relationship between STRIDE School and Licensee is that of licensor and licensee.

h STRIDE School and Licensee each represents and warrants to the other that it has not had any dealings with any realtors, brokers, finders or agents in connection with negotiating this License Agreement except as may be specifically set forth in the Basic Terms and agree to indemnify, defend and hold the other harmless from and against the failure to pay any realtors, brokers, finders or agents and from any cost, expense or liability for any compensation, commission or changes claimed by any realtors, brokers, finders or agents claiming by, through or on behalf of it with respect to this License Agreement or the negotiation of this License Agreement. Each party is responsible for its own broker or agency fees.

i All notices or other communications hereunder shall be in writing and shall be hand delivered, sent by first class United States mail, or sent via email to the address below. Notices that are hand-delivered or sent via email are deemed received on the business day following actual delivery. Notices sent via mail are deemed received on the third business day following the date they are placed in the US mail with full postage pre-paid.

STRIDE School:

STRIDE School
3241 Oakham Lane
St. Cloud, MN 56301
Attn: _____
Email: _____

Licensee:

Attn: _____
Email: _____



j This License Agreement is made and executed in the State of Minnesota, and shall be constructed according to the laws of Minnesota. The parties hereto hereby waive, to the fullest extent allowed by Minnesota law, any and all right to trial by jury of any claims or causes of action concerning or arising from this License Agreement.

k The invalidity or unenforceability of any provision of this License Agreement shall not affect or impair the validity of any other provisions; and Paragraph titles and captions in this License Agreement are for convenience only and do not define, limit or construe the contents of such paragraphs.

l The captions of the articles and sections of this License Agreement are to assist the parties in reading this License Agreement and are not a part of the terms or provisions of this Lease. Whenever required by the context of this License Agreement the singular includes the plural and the plural includes the singular.

m STRIDE School covenants that Licensee will quietly hold, occupy and enjoy the Premises during the term of this License Agreement subject to the terms and conditions of this License Agreement if Licensee pays all License Fees as and when due and keeps, observes and fully satisfies all other covenants, obligations and agreements of Licensee under this License Agreement.

n If more than one person or entity shall sign this License Agreement as Licensee, the obligations set forth herein shall be deemed joint and several obligations of each such party.

o This License Agreement shall be binding upon and inure to the benefit of the parties thereto and, subject to the restrictions and limitations herein contained, their respective heirs, successors and assigns. By signing this License Agreement, each party's representative is indicating that he/she has authority to enter into an agreement of this nature on behalf of his/her agency; and that his/her agency is willing to abide by the terms of this License Agreement, as stated herein.

[REMAINDER OF PAGE BLANK; SIGNATURES FOLLOW]



[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.

STRIDE SCHOOL

STRIDE Academy Charter School,
a Minnesota nonprofit corporation and public
charter school

Licensee

_____,
a Minnesota nonprofit corporation

By:
Its:

By:
Its:

EXHIBIT A

(Schedule of Use)

Day(s):	Time(s):	Facility/Location:
Parking	Times above	As part of the schoolhouse use, Licensee will be entitled to non-exclusive use of the parking lots and the points of ingress/egress that are part of each facility, limited to such use as is necessary to enable Licensee and its staff, officers, parishioners, guests, vendors, and invitees as needed for Licensee's use of the License Space.

Use of STRIDE School Equipment

Use of equipment owned by STRIDE School is not included with the use and License of the Elementary Campus and Secondary Campus facilities and must be requested and approved in advance by STRIDE School. Any unauthorized use of STRIDE School equipment may result in cancellation of any future use of facilities. The following has been established to clarify the use of school equipment:

1. Qualified operators (qualifications determined by the Operations Department) must be provided for media, auditorium, and theater equipment at all times and a general operations meeting will need to be conducted by the Facility Department with user group staff prior to approval of use of such equipment.
2. If qualified operators are not available in the group, the Operations Department reserves the right to withhold use of such equipment or to provide qualified operators at rates listed in facility use fees rate sheet.
3. Special equipment may be made available for use in facilities on a case by case basis and fees will be charged accordingly.
4. General limitations of use for STRIDE School are in order to provide a safe and secure environment for everyone utilizing its facilities. Failure to follow the general or specific limitations of use may be grounds for cancellation of the use permit and denial of future use.

EXHIBIT B

(Rules and Regulations)

The following general limitations on STRIDE School facilities are to provide a safe and secure environment for everyone utilizing its 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 School reserves the right to deny the use of school facilities to any person when STRIDE School deems it necessary in the interests of STRIDE School and its students, teachers, or employees.

2. Use of tobacco, alcoholic beverages, and guns are prohibited in all STRIDE School facilities. It is Licensee's responsibility to communicate these use restrictions to those present on STRIDE School facilities.

3. Licensee and/or organization agrees to assume all responsibility for damage or liability of any kind and further agrees to hold harmless STRIDE School from any expenses or costs related to use of STRIDE School facilities. The School has the sole authority to determine the repair or replacement cost of any damages that occur as a result of Licensees and/or organizations' use.

4. Disorderly conduct of any kind is prohibited and will result in ejection from STRIDE School property and cancellation of the License or future use privileges, at the option of the School.

5. Licensee is responsible for the conduct of all participants, spectators, guests, employees, and volunteers on STRIDE School facilities. 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.

6. Licensee and/or organization may only use the facility and equipment specified in the governing License Agreement.

7. Groups should utilize school parking when available, abide by all parking signs, and at all times avoid parking in residential areas.

8. If deemed necessary by STRIDE School, building and/or police supervision may be required and charged to the Licensee.

9. It is the Licensee's responsibility to return the License Space to its original order when general use is completed. All chairs, tables, equipment and anything that has changed as a result of use must be returned to their original configuration at the completion of the event. If an undue amount of trash was accumulated please cooperate with building staff in cleaning up and organizing the License Space appropriately.

10. Inclement weather and/or building emergencies may necessitate cancellations or postponement of Licensee's activities. School closings do not always automatically mean that school facilities are closed for Licensee or community use.

11. A representative, employee, or volunteer of Licensee should be the first to arrive and the last to leave the premises at the conclusion of each event.

12. STRIDE School reserves the right to cancel or withhold the License or use privileges if the provisions as stated above are violated.