

DULUTH MINNESOTA ARMY NATIONAL GUARD
Training and Community Center
4015 Airpark Boulevard
Duluth, MN 55811

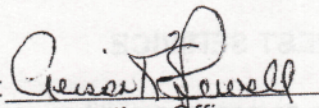
**TEAMS AND CONDITION OF LEASE
BETWEEN
THE DULUTH TACC AND THE U.S. FOREST SERVICE**

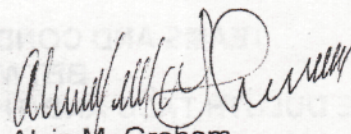
1. **PURPOSE:** This document shall outline the conditions and responsibilities relative to the use of the Duluth Training and Community Center (TACC) as a Fire Mobilization Center.
2. The following areas of the Duluth TACC shall be available to the U.S. Forest Service as required during the period 1 April – 30 September each year:

Room 111 – Forest Service Office	Room 112 – Ladies Latrine / Shower
Room 113 – Men's Latrine	Room 114 – Assembly Hall
Room 120 – Kitchen and Scullery	Room 145 – Men's Latrine / Shower
Room 134 – Storage Area	Room 105 c – Class Room
3. The Duluth TACC will provide the following in support of the U.S Forest Service Fire Mobilization Center:
 - a. Schedule additional Garbage Pick – up as required.
 - b. Provide twenty four (24) hour accesses to the facility.
 - c. Make necessary repairs on the facility systems and equipment.
4. The U.S. Forest Service will employ additional personnel to assist in security and facility clean up as the workload requires.
5. The rental Fees for the use of the Duluth TACC shall be \$225.00 per day. The Duluth TACC will provide an Administrative Office and a storage cage in Room 134 on an annual basis. The Duluth TACC will provide Room 105 c during the period 1 April through 30 September each year for storage of equipment and supplies. The U.S. Forest Service will grantee a minimum of Fifteen (15) days during the contract year. The Duluth TACC will request rental payment at the end of the Fire Season. During times the TACC is used for U.S. Forest Service meetings or Fire MOB days that are listed as ¼ - ½ days this will be considered as a full day of rental.

6. ESCALATION CLAUSE: The period of this agreement shall be for a period of Ten (10 years). The Duluth TACC shall reserve the right to renegotiate the daily rental rate after five (5) years or Year 2015. The rate increase shall be based on inflationary increases experienced by the Duluth TACC and / or The Minnesota Department of Military Affairs.

CONCUR:


Contracting Officer
U.S. Forest Service


Alvin M. Graham
CPT, AR, MN ARNG
Facility OIC

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Status: Completed

MINNESOTA NATIONAL GUARD ARMORY EDIT AGO MINN FORM 103 LEASE NUMBER 47A-0020-01 FOR DULUTH TACC

THIS AGREEMENT made this 20th day of January 2010, by and between the Armory Board of the Minnesota National Guard Armory of the City of Duluth, State of Minnesota, hereinafter called the LESSOR,
and US Forest Service, Superior National Forest

whose complete address is 1720 Peachtree Road NW Suite 700 Atlanta GA 30309

whose telephone number is 218-624-4361, hereinafter called the LESSEE.

WITNESSETH: The LESSOR and the LESSEE, in consideration of rents, covenants, and agreements herein resered and contained, do hereby agree with the other as follows:

1. The LESSOR grants and the LESSEE accepts a lease of the following described portions of the Minnesota National Guard Armory in the City of Duluth, County of St. Louis, Minnesota,

to wit (specify portion to be leased): Chairs, Classroom, Drill Floor, Kitchen, Parking Space, Restrooms, Tables,

for a term of 3836 day(s) from 4/1/2010 to 9/30/2020 to be used for (specify purpose):

MOB CENTER from 000 to 000

and for no other

purpose.

2. As rent for said portions of the Minnesota National Guard Armory the LESSEE agrees to pay the LESSOR, the sum of \$ 225.00 for said term, payable Per day (LESSEE'S initials) - - (ajm)

LESSEE also acknowledges that LESSEE must make separate arrangements for a custodian to be on duty during the lease period upon terms agreed upon with the custodian.

3. LESSOR shall furnish and provide for the use of the LESSEE

Chairs, Electricity, Keys, Lights, Parking Space, Restrooms, Tables,

(insert items agreed upon such as light, heat, furnishings, equipment)

4. LESSEE agrees to make no changes in the stage, curtains, electrical wiring, fixtures or furnishings of those portions of the Armory covered by the lease, except:

As per Memorandum of Understanding

Expense of any agreed upon changes shall be assumed by LESSEE and shall include the cost of restoration of premises to former condition without damage.

5. (Insert any other special provisions):

As per Memorandum of Understanding

Maximum number of characters allowed for items 3, 4, and 5 is 150.

Use this character counting tool to check the length of the text you have entered.

3:

4:

5:

[Count](#)

6. LESSEE agrees not to assign this lease, or any portion thereof, without first obtaining the written consent of LESSOR. In the event LESSEE must cancel all or part of the term of this agreement, he/she will advise the LESSOR, in writing, at least 48 hours prior to the beginning of the referenced term, otherwise the full amount specified in Clause 2 shall be paid by LESSEE.

7. LESSEE agrees to and shall abide by, conform to and comply with all of the laws of the United States and the State of Minnesota and all of the ordinances of the City of Duluth, and the rules and regulations of the LESSOR for the government and management of said Armory together with all rules of the Police and Fire Department, City of Duluth.

8. The LESSOR and the State of Minnesota shall not be responsible for any claim whatsoever regardless of kind, occurring during the tenancy of the LESSEE and LESSEE shall indemnify LESSOR and the State of Minnesota and save them harmless from any and all claims, damages, expenses and liabilities whatsoever arising out of and/or during LESSEE'S use of the leased premises. Furthermore, the LESSEE shall obtain all permits or licenses required by any provision of law, municipal charter or ordinance for the conduct of activity on the leased premises and the Lessor and the State of Minnesota shall not be responsible for the LESSEE'S failure to obtain such permits and licenses or to comply with any other requirements imposed upon Lessee for the conduct of such activity.

9. LESSEE agrees to vacate the leased premises, remove debris, and restore same to ordinary cleanliness within 1 hours after termination of the period covered by this lease.

10. LESSEE agrees to assume full responsibility for the character and acts of conduct of all persons admitted to said premises, and to have on hand at all times sufficient policing force to maintain order and protect persons and property.

11. LESSOR reserves the right to cancel this agreement at any time in the event that any emergency arises which shall make necessary the use of this Armory by the Military Forces of the State of Minnesota, and that no claim for any damage that may result to LESSEE from any such cancellation shall be asserted to maintained against LESSOR.

12. Whenever or wherever in advertising the Armory is to be identified, it shall be identified as The National Guard Armory

In testimony whereof, both parties have hereunto set their hands and seal the day and year first written above.

Signed in the presence of:

SFC John Pawlowicz

(optional fields, may be entered or edited later)		THE ARMORY BOARD OF DULUTH	
Date/Amount-Partial Payment	/ \$	By (LESSOR)	<u>John Pawlowicz</u>
Date/Amount-Final Payment	/ \$	Title	<u>Lease manager</u>
Date of Final Deposit		By (LESSEE)	<u>Jason Sewell</u>
AGO MINN FORM 103-E Revised 1 Aug 2000		47A-0020-01	

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