

EXHIBIT 1

LEASE AGREEMENT BETWEEN CITY OF DULUTH AND CRABBY OL'BILL'S AT CANAL PARK

THIS LEASE AGREEMENT is 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 Crabby Ol' Bills, Inc., a corporation created and existing under the laws of the State of Minnesota, doing business as "Crabby Ol' Bills Canal Park," hereinafter referred to as "Lessee."

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

WHEREAS, Lessee wishes to operate 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. GAAP: shall mean generally accepted accounting principles.
- C. Gross Receipts: shall mean any direct or indirect revenue of any kind whatsoever, whether or not actually collected by Lessee, arising in any way out of Lessee's permitted operation on the Premises.
- D. Manager: shall mean the City's Property and Facilities Manager, or of his/her designee.

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.) 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.

G. Lessee: shall mean Crabby Ol' Bills, Inc., d/b/a Crabby Ol' Bills Canal Park, for all purposes under this Agreement.

ARTICLE II **USE OF PREMISES**

A. Use of Premises.

1. Subject to the terms and conditions hereinafter set forth, City hereby grants to Lessee 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 9:00 A.M. and 10:00 P.M., seven days a week, during the period from May 1st through October 31st of each year of this Agreement ("Operating Season"); provided that, upon the written approval of the Manager granted in the exercise of his or her discretion and in advance of any such extension, the Manager extend the dates or times or both during which the Lessee may use the Premises for its vending business.

2. Lessee 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 Lessee from the quiet and peaceable possession thereof. Use of the Premises for any other purpose or activity shall be grounds for immediate termination of this Agreement.

3. City makes no representations or warranties, 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. City is not obligated to make any alterations or improvements on or to the Premises.

4. Lessee is solely responsible for storage of all personal property and shall bear the risk of loss due to theft, vandalism or other damage to its personal property on the Premises, including personal property contained in the Structure.

5. Lessee shall maintain its equipment in a safe and lawful manner at Lessee's sole expense. Lessee shall prohibit the use of any unsafe, illegal, or otherwise deficient equipment on the Premises or within the Structure.

B. Lessee's Vending Operation. Lessee 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 Manager granted in advance of any sale of any other products, the Manager 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. French Fries.
4. Fried Pickles.
5. Mini-donuts.
6. Cookies.
7. Corn Dogs.
8. Hot Dogs.
9. Chili.
10. Egg Rolls.
11. Boxed candy and bagged chips.
12. Barbeque pork or chicken sandwich.
13. Hot and cold beverages consisting of coffee, hot chocolate, lemonade, soda pop, tea, juices and water.
14. Crabby Bills t-shirts, hats, and other novelty items.

ARTICLE III

RENT PAYMENTS

A. On or before the Fifteenth (15th) day of each month during the term of this Agreement, Lessee shall pay to City an amount equal to Ten (10%) Percent of Lessee's Gross Receipts as hereinbefore defined arising out of this Agreement from Lessee's operation on the Premises during the immediately preceding month. Such payments shall be "net" of all costs, charges or other amounts owed by Lessee 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. Rent payments, together with the Financial Reports discussed in Section IV.A. below, shall be sent to the City Treasurer, 411 W. First Street, Room 105, Duluth, Minnesota 55802. Rent payments shall be deposited into 110-121-1222-4627 (General Fund, Public Admin, Facilities Management, Concessions and Commissions).

ARTICLE IV

RECORDING KEEPING AND TAXES

A. Financial Reports. On or before the Fifteenth (15th) day of any month of the term of this Agreement Lessee 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 Manager and shall contain all information reasonably requested by the Manager.

B. Books and Records.

1. Lessee 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 Manager or his or her designee, Lessee shall make all books and records that are relevant to Gross Receipts as herein defined available for inspection, review, and copying during ordinary business hours. Lessee further agrees that it will at all times provide current notice to City as to the location of said books and records.

2. Lessee agrees that, as provided in Minnesota Statutes § 16C.05, Subd. 5, all Lessee books, records, documents, and accounting procedures and practices related to the operation of the Premises are subject to examination by the City or the State Auditor for six (6) years from the expiration or termination of this Agreement, whichever occurs first.

C. Taxes.

Lessee agrees to pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of Lessee's use of the Premises, including real property and sales taxes, if applicable. It is further agreed that City may pay the same on behalf of Lessee and immediately collect the same from Lessee. Lessee shall further be obligated to collect and/or 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.

ARTICLE V
MISCELLANEOUS PAYMENTS AND SERVICES

A. Maintenance Services. Lessee 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.

B. Refuse and Garbage. Lessee shall be responsible to provide adequate trash receptacles to allow all trash, waste paper and garbage generated by Lessee'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. Lessee shall be responsible to collect and dispose 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.

C. Utilities. Lessee shall pay any and all charges for utilities furnished to the Structure or on 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.

D. Other Costs of Building or of the Premises. In addition to the foregoing costs and charges set forth above, Lessee 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 Lessee from contesting in good faith, any such payment requirement except as such contest would negatively affect the City's rights under this Agreement.

E. Payment by City. Should Lessee 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 Lessee's business thereon, City may, at its sole discretion and upon ten (10) days prior, written notice to Lessee, pay such costs, fees and charges and thereupon, Lessee 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.

F. Payment Obligations Unconditional. The obligations of Lessee 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.

G. 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 Lessee.

ARTICLE VI

TERM AND TERMINATION

A. Term.

1. Notwithstanding the date of execution, the Term of this Agreement shall be deemed to have commenced on May 15, 2017, and expire on October 31, 2021, unless sooner terminated as hereinafter provided for.

2. By written notification to the other Party at least ninety (90) calendar days prior to Agreement expiration on October 31, 2021, the parties may extend this Agreement to October 31, 2026. Both parties must agree in writing to extend this Agreement no later than thirty (30) days prior to Agreement expiration on October 31, 2021. If both parties have not agreed to extend this Agreement in writing by the time period allotted, then this agreement automatically terminates on October 31, 2021.

B. Termination.

1. For Cause. Should Lessee violate any of the provisions of this Agreement, City may terminate this Agreement in accordance with the procedures and provisions described in Article XI below.

2. Abandonment. City may terminate this Agreement with thirty (30) days' written notice to Lessee if City determines that Lessee, during the Operating Season, has abandoned the Premises or ceases operation of its vending business on the Premises, or both.

3. Immediately By City. City may terminate this Agreement immediately on written notice to Lessee if City believes in good faith that the health, welfare, or safety of the Premises, occupants, users or neighbors would be placed in immediate jeopardy by the continuation of Lessee's operations on the Premises.

4. Surrender Possession. Upon the expiration or other termination of this Agreement, Lessee's rights to use the Premises herein granted shall cease and Lessee shall, upon expiration or termination, promptly and in good condition surrender the same to City. In the event that Lessee has in any way changed, altered or modified the Premises herein, other than those improvements approved as herein provided for, Lessee 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 Manager 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 Lessee to possession thereof shall cease. Upon termination of this Agreement, Lessee 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 VII
LAWS, RULES, REGULATIONS AND LICENSES

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

C. Licenses. In addition to all other obligations herein set forth, Lessee 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 VIII

CONSTRUCTION OR ALTERATION

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

ARTICLE IX

ASSIGNMENT, SUBLETTING AND SUBCONTRACTING

A. Liens. Lessee shall not create or permit any mortgage, encumbrance or lien or allow any mechanics' or materialmen's liens to be filed or established or to remain against the Leased Premises, or any part thereof, provided that if Lessee shall first notify City of its intention to do so and post such security as City reasonably deems necessary, Lessee may, in good faith, contest any such mechanics' or other liens filed or established as long as City does not deem its interest or rights in this Lease Agreement to be subject to foreclosure by reason of such contest.

B. Assignment. Lessee shall not assign, transfer, sublet or subcontract this Agreement or any rights, privileges or duties conferred thereby unless the written approval of the City has been secured and the insurance requirements of this Agreement are met by the third party receiving such interest. Such third party shall agree in writing to all of the terms and conditions of this Agreement applicable to its agreement and shall be subject thereto. In addition, the approval of any such sublease shall not in any way relieve Lessee of any of its obligations under the Lease Agreement, whether or not such obligations are performed by such sublessee. Written notice must include the following:

1. Lessee is irrevocably assigning this entire Agreement to a separate entity in which they have no ownership interest; and

2. New owner's signed written acceptance that it is assuming all terms of this Agreement in its entirety in place of Lessee.

ARTICLE IX **INDEMNIFICATION**

A. Generally. Lessee 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 Lessee, customers, suppliers or affiliated organizations under any Workers' Compensation Act, Disability Benefit Acts or any other Employee Benefit Acts;

2. Any violation by Lessee of any provision of this Agreement;

3. Any violation of any contract, agreement or restriction related to Lessee'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 Lessee; 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 Lessee of notice of the commencement of any action with respect to which the Lessee is required to indemnify such person under this Article, City shall notify the Lessee in writing of the commencement thereof, and, subject to the provisions as hereinafter stated, the Lessee 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 Lessee, 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 Lessee.

ARTICLE X **INSURANCE**

Lessee 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 Lessee's occupancy of or use of the Premises, carried in the names of the Lessee, any subtenant and the City as their respective interests may appear, as follows:

A. **Insurance.**

1. **Liability Insurance.**

Lessee 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. City reserves the right to require Lessee to increase the coverages set forth above and to provide evidence of such increased insurance to the extent that the liability limits as provided in Minn. Stat. § 466.04 are increased.

3. The City does not represent or guarantee that these types or limits of coverage are adequate to protect Lessee's interests and liabilities.

4. The City shall not be liable to Lessee for any injury or damage resulting from any defect in the construction or condition of the Structure or Premises nor for any damage that may result from the negligence of any other person whatsoever.

5. Lessee to indemnify, save harmless, and defend the City and its officers, agents, servants and employees from and against any and all claims, suits, loss, judgments, costs, damage and expenses asserted by any person by reason of injury to or death of any and all persons, including employees or agents of the City or Lessee, and including any and all damages to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, and control of Lessee, arising out of, related to or associated with the use, maintenance or operation of the Structure or Premises or performance of its obligations under this Agreement.

6. Workers' Compensation. Lessee 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 Lessee.

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

LESSEE 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 Lessee 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. Lessee 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. Lessee 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 Lessee 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 Lessee 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.

2. General Remedies. Except as otherwise set forth in this Agreement, City shall have the following remedies in the event of a default by Lessee:

a. Terminate this Agreement and, at its discretion, retake the Building and the Premises from Lessee, subject to rights conferred on Lessee by applicable State Statute.

b. Seek and be entitled to monetary damages, including consequential damages from Lessee for any damages, including consequential damages incurred by City as a result of Lessee's default.

c. Seek and be entitled to injunctive or declaratory relief as is necessary to prevent Lessee's violation of the terms and conditions of this Agreement or to compel Lessee'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 Lessee or the failure of City to declare default on the part of Lessee 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 Lessee of the same or of any other obligation of Lessee hereunder. And, to be effective, any waiver of any default by Lessee 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 Lessee 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 **DATA PRACTICES**

Lessee shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the City under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Lessee under this Agreement. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by Lessee. If Lessee receives a request to release the data referred to in this clause, Lessee must immediately notify the City and consult with the City as to how Lessee should respond to the request. Lessee agrees to hold the City, its officers, and employees harmless from any claims resulting from the Lessee's unlawful disclosure or use of data protected under state and federal laws.

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 Attn: Property and Facilities Manager 1532 W. Michigan Street Duluth, MN 55806
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In the case of Lessee:	Crabby Ol' Bills, Inc. Attn: Brian Forcier 1309 Kenwood Avenue Duluth, Minnesota 55811 (218) 590-8205
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or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

ARTICLE XVI
INDEPENDENT RELATIONSHIP

A. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Lessee as agents, representatives or employees of the City for any purpose or in any manner whatsoever. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.

B. Lessee and its employees shall not be considered employees of the City and any claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Lessee's employees or agents while so engaged shall in no way be the responsibility of City.

ARTICLE XVII
APPLICABLE LAW

The law of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under the Agreement will be in and under those courts located within St. Louis County, Minnesota.

ARTICLE XVIII
AMENDMENTS

Any amendments to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

ARTICLE XIX
SEVERABILITY

Lessee and the City 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, then 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.

ARTICLE XX
SEVERABILITY

The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their respective governing bodies or boards, that the officers of the parties who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by said officers of said parties on their behalf will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions hereof.

ARTICLE XXI
ENTIRE AGREEMENT

This Agreement, including exhibits, constitutes the entire agreement between the parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter hereof.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as indicated below.

CITY OF DULUTH

CRABBY OL' BILLS, INC., D/B/A
CRABBY OL' BILLS CANAL PARK

By: _____
Mayor

By: Brian Forcier

Attest: _____
City Clerk

Printed Name: Brian Forcier

Its: President

Dated: _____

Dated: 4/27/17

Countersigned:

City Auditor

Approved as to form:

City Attorney



The City of Duluth has tried to ensure that the information contained in this map or electronic document is accurate. The City of Duluth makes no warranty or guarantee concerning the accuracy or reliability. This drawing/data is neither a legally recorded map nor a survey and is not intended to be used as one. The drawing/data is a compilation of records, information and data located in various City, County and State offices and other sources affecting the area shown and is to be used for reference purposes only. The City of Duluth shall not be liable for errors contained within this data provided or for any damages in connection with the use of this information contained within.

Exhibit A - Premises

0 30 60 Feet
1 inch = 60 feet



photo date: 2016
Printed: 4/28/2017



PhotoHouse