



City of Duluth – City Clerk’s Office
411 W First Street – City Hall 318
Duluth, MN 55802-1189
Phone: (218) 730-5500

For Office Use Only

Date: _____

License No. _____

LICENSE APPLICATION

GOVERNMENT DATA PRACTICES ACT - CLASSIFICATION WARNING: The data you supply on this form will be used to process the license you are applying for. You are not legally required to provide this data, but we will not be able to process the license without it. Some of the data will be classified as public data if and when the license is granted. Private financial information including a tax identification number and social security number are classified as private data and will be available to governmental personnel and other governmental agencies whose access is necessary to perform their official duties.

LICENSE	FEE
TEMPORARY ON SALE LIQUOR – 1 ST DAY/EVENING =	\$60.00
PLUS \$30.00 EACH ADDITIONAL DAY =	\$ _____
TOTAL =	\$ 60.00 _____

LICENSEE BUSINESS NAME & ADDRESS:

Mesabi Symphony Orchestra

PO Box 600

Virginia, MN 55792

TRADE NAME OR NAME OF EVENT:

Orchestra Meets Funk & Soul, A Funk-Forward Fundraiser for the

Mesabi Symphony Orchestra

BUSINESS PHONE NO: 563-929-0682

MANAGER’S NAME & ADDRESS:

Lisa Buckman

PO Box 600

Virginia, MN 55792

OWNER OF BUSINESS PREMISES: Marshall School

EVENT LICENSE DATE (\$): June 6, 2026

Will you hire security? Yes ☒ No ☐

Security Personnel Questions? Call 730-5421

Contact State Health Department at 723-4642 For Application for Beer and/or Food.

Security Personnel Questions? Call 730-5421

Alcohol in City Parks? Yes ☐ No ☒

If Yes, Contact Parks & Recreation at 218-730-4305

I HEREBY STATE THAT ALL INFORMATION HERE IS TRUE AND CORRECT AND THAT I SHALL COMPLY WITH ALL PROVISIONS OF THE ORDINANCES OF THE CITY OF DULUTH AND LAWS OF THE STATE OF MINNESOTA AND THEIR AMENDMENTS.

Lisa Buckman

MAILING ADDRESS

PO Box 600, Virginia MN 55792

SIGNATURE OF APPLICANT

EMAIL: msogm@mesabisymphonyorchestra.org



CITY OF DULUTH APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

1. Name of Applicant (individual, partnership, corporation or association) that owns the business to be licensed:

Mesabi Community Orchestra

Trade Name: Mesabi Symphony Orchestra

Address of place to be licensed: Marshall School, 1215 Rice Lake Rd., 55811

2. Designated Serving Areas (i.e. round floor, second, deck, etc.) Fregeau Auditorium and Lobby Area

3. Name and address of owner of building: Marshall School, 1215 Rice Lake Rd., 55811

4. Any connection with applicant? n o Who receives the rent? Marshall School

5. Who will direct the operation of the business or serve as manager on the premises?

List name, address & title: Lisa Buckman, General Manager Mesabi Symphony Orchestra, PO Box 600,
Virginia, MN 55792

6. If partnership, give name of each partner and percentage of ownership, and, if limited partnership, give details:
N/A

7. If corporation, list all stockholders, directors, officers and the percentage of stock or number of shares owned by each: Mesabi Symphony Orchestra Board of Directors: Kris Coombe, President; Ashley Lenich, Vice President; Jim Welinski, Treasurer; Jennifer Fagre-Golya, Tim Tilberg, Jeri Spampinato, Paul Gregerson, Benjamin Nilles

8. State approximate distance of this establishment from the nearest academy, college, university, church or school: This event is on the premises of the Marshall School

9. State whether any consideration, money or property, has been paid, or will be paid, given, exchanged or pledged, by anyone, and to whom, for the purchase or operation of this business. State the amounts in detail. Mesabi Symphony Orchestra is paying the Marshall School a rental fee of \$1,610 for use of their auditorium and lobby and includes a Duluth Police Officer on site.

Failure to answer all questions truthfully on this application or the attacher personal supplemental affidavit, which is made a part thereof, will be just cause for revocation of your license.

I (we) hereby certify that the applicant will be the sole owner and operator of this business to be conducted under the license and I (we) will notify the City Council in writing of any change in ownership in this business before the change is made, for the approval of the Alcohol, Gambling and Tobacco Commission and City Council. I (we) have read the foregoing questions and answers to said questions are true of my (our) knowledge. I (we) will comply with all the provisions of the Alcoholic Beverage Code and the laws and regulations of their amendments.

Signature:

Lisa Buckman

Date: April 21, 2026

Signature: _____

Date: _____



CITY OF DULUTH SUPPLEMENTAL FORM

Additional information is being required by the Duluth Police Department. An incomplete application will result in the delay or rejection of your application.

1. Is this the first time for this event? Yes ☐ No ☒ If No, how many people attended this event 150
2. If Yes, how many people are you expecting to attend? _____

-
3. What kind of advertisement have you done? We will have social media, print ads, posters, and press releases

4. What is the age of the target group for this event? 25-65 _____

5. Will alcohol be sold or given away at this event? yes _____

6. Will alcohol service take place in City Parks? no _____

I understand that as the applicant for this permit/license, I am responsible for the Police/Security for this event. I will provide proof of hired security two weeks prior to the scheduled event.

Lisa Buckman

Applicant Signature

April 21, 2026

Date

For office use only

Is a licensed Peace Officer needed for this event? _____

If yes, how many licensed peace officers will be required? _____

**City Clerk's Office**

Room 318
411 West First Street
Duluth, Minnesota 55802-1189



218-730-5500
218-730-5923 Fax

APPLICATION**PERSONAL SUPPLEMENTAL AFFIDAVIT – LIQUOR LICENSE**

This form must be completed by each of the following (as applicable) with a copy of driver's license or government issued ID attached:

- ☐ Applicant
- ☐ Manager(s)
- ☐ Owners, Partners, Directors, Officers, and Shareholders who own 10% or more of corporate stock unless the company is publicly traded.

NOTE: Type or print legibly and provide all information requested. Failure to do so may result in delay or rejection of license applications.

1. Legal Name of Business	Mesabi Community Orchestra	2. Trade Name (DBA)	Mesabi Symphony Orchestra
3. Address of Licensed Premises	Marshall School, 1215 Rice Lake Rd, Duluth MN 55811		
4. Business Phone	563-929-0682	5. Individual's Cell Phone	563-929-0682
6. Your Name (First, Middle, Last)	Lisa Buckman	7. Place of Birth (City & State, or City & Country if outside U.S.)	Manchester, IA
8. Date of Birth (MM/DD/YYYY)	12/10/1961	9. Email	msogm@mesabisymphonyorchestra.org
10. Home Address	2425 C Ave. NE, Cedar Rapids, IA 52402		
11. Social Security Number (SSN)		12. Driver's License or ID Number & Issuing State	

13. List your residences for the past ten (10) years – Attach additional sheets if necessary

Street Address	City	State	Zip	From	To
4543 Bass Lake Rd	Gilbert	MN	55741	11/2020	1/2026
4701 White Pine Dr	Cedar Rapids	IA	52402	5/2017	11/2020

14. Have you ever been known by any other name than the one listed on this application?

☒ Yes*	*If yes, list all other names or aliases ever used, as well as the dates and locations (City, State/Country) of the use of each name:
☐ No	Lisa Landers, maiden name

15. Are you an owner of this business? If so, indicate nature and percent of ownership interest:

☐ Yes*	
☒ No	

16. Do you, your spouse, or your children have any pecuniary interest or own any stock in any corporation having a pecuniary interest in the ownership, operation, management, or profits of any establishment licensed in Minnesota to sell intoxicating liquor or 3.2% malt liquor at retail or wholesale?

☐ Yes*	*If yes, state the location of the establishments involved and fully describe the nature and extent of the interest:
☒ No	

18. Have you or any corporation in which you held more than 10% stock, ever been denied a license to sell intoxicating liquor, beer, wine, or 3.2% malt liquor, or had a license to sell intoxicating liquor, beer, wine, or 3.2% malt liquor suspended or revoked?

☐ Yes*	*If Yes, why?
☒ No	

19. Have you ever forfeited bail on or been convicted of violating any law relating to gambling, prostitution, public nuisances, possession of stolen property, assault, or the sale, distribution, manufacture, or transportation of alcoholic beverages?

☐ Yes	*If Yes, state the violation(s), the date and location of the violation, the maximum possible penalty of the violation, and whether or not the record of the conviction has been expunged:
☒ No	

20. Have you read and do you understand the laws, rules, and regulations of the State of Minnesota and the City of Duluth relative to the sale and distribution of alcoholic beverages?

☒ Yes
☐ No

DATA PRIVACY ADVISORY

The Minnesota Data Privacy Act requires that you be advised of the following information. As part of this application, you are asked to provide private and/or confidential information about yourself that will be used to check criminal history, arrest records, warrant information, and other relevant records. You may refuse to provide this information. However, should you refuse to provide this information, our investigation cannot be completed and will result in your application not being processed. The information you provide will be used by the Duluth Police Department, City Clerk's Office, the Alcohol, Gambling & Tobacco Commission, and the Duluth City Council.

This AUTHORIZATION FOR RELEASE OF INFORMATION will expire two years from the date you signed it.

Individual Lisa Buckman

Also known as Lisa Buckman Date of Birth: 12/10/1961

I HAVE READ AND UNDERSTAND THE ABOVE DATA PRACTICES ADVISORY.

Signature Lisa Buckman Date: 4/21/2026

VERIFICATION

The date which you furnish on this application will be used by the City of Duluth to assess your qualifications for licensure. Disclosure of this information is voluntary. You are not legally required to provide this data, however if you fail to do so, the City of Duluth may be unable to process this application. Disclosure of your Social Security number (or Individual Tax ID Number only for individuals without a Social Security number) is required by Minnesota Statutes 270C.72 and your Social Security number may be requested by and released to the Minnesota Commissioner of Revenue. After submitting this application, all information except your Social Security number will be public information pursuant to Minnesota Statutes, Chapter 13.

I, (print name) Lisa Buckman, have read and understand the above information regarding my rights as a subject of government data. I further understand that the giving of false information as part of this application, regardless of when it is discovered, and/or failure to give required pertinent information can constitute cause for denial, suspension, or revocation of any and all licenses/permits and may be grounds for prosecution of perjury.

A SIGNATURE IS REQUIRED IN ORDER TO PROCESS THIS APPLICATION

Signature of applicant completing affidavit Lisa Buckman Date April 21, 2026

Printed name of witness _____

Witness Signature _____



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization Date of organization Tax exempt number
Mesabi Symphony Orchestra 1984 [REDACTED]

Organization Address (No PO Boxes) City State Zip Code
PO Box 600 Virginia MN 55792
4543 Bass Lake Rd Gilbert MN 55741

Name of person making application Business phone Home phone
Lisa Buckman, General Manager 563-929-0682 563-929-0682

Date(s) of event Type of organization ☐ Microdistillery ☐ Small Brewer
June 6, 2026 ☐ Club ☐ Charitable ☐ Religious ☒ Other non-profit

Organization officer's name City State Zip Code
Kris Coombe, President Gilbert MN 55741

Organization officer's name City State Zip Code
Ashley Lenich, Vice President Superior WI 54880

Organization officer's name City State Zip Code
Jim Welinski, Treasurer Duluth MN 55804

Location where permit will be used. If an outdoor area, describe.
Marshall School, 1215 Rice Lake Rd, Duluth MN - Fregeau Auditorium and Lobby Area

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
Carmen's Bar & Restaurant, 1410 Prospect Ave W, Cloquet MN 55720

If the applicant will carry liquor liability insurance, please provide the carrier's name and amount of coverage.

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Event in conjunction with a community festival ☐ Yes ☐ No	City or County E-mail Address
Current population of city	

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event No Temp Applications faxed or mailed. Only emailed.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 21 2001

Employer Identification Number:

DLN:

MESABI COMMUNITY ORCHESTRA
C/O DONNA HAAPALA
1203 21ST ST S
VIRGINIA, MN 55792

Contact Person:
ERIN R MORRELL
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
March 31
Form 990 Required:
Yes
Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(2).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the

Letter 947 (DO/CG)

MESABI COMMUNITY ORCHESTRA

part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

Letter 947 (DO/CG)

MESABI COMMUNITY ORCHESTRA

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

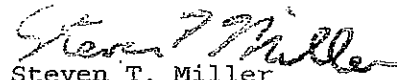
You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Steven T. Miller
Director, Exempt Organizations



Orchestra Meets Funk & Soul

MESOPOPS ORCHESTRA



JUMPSUIT

THE FUNKIEST OUTFIT IN DULUTH

**A FUNK-FORWARD FUNDRAISER TO BENEFIT
THE MESABI SYMPHONY ORCHESTRA**

**JUNE
5th
7 PM**

**Ely's
Historic
State Theater**
(followed by
reception and cash bar)

TICKETS

**\$30 EARLY BIRD SALE
(PURCHASE BY MAY 5)
\$35 STARTING MAY 6
\$40 AT THE DOOR
AVAILABLE AT**

**Duluth's
Marshall
School**
(followed by
reception and cash bar)

**JUNE
6th
7 PM**

MESABISYMPHONYORCHESTRA.ORG

MESABI SYMPHONY ORCHESTRA
Board of Directors
October 2025

President – Kris Coombe has been a member of the Mesabi Symphony Orchestra for over 25 years. She is a French horn player who also plays in other ensembles. She has been the manager of Schmitt Music in Virginia for 20 years.

Vice President - Ashley Lenich was raised on the Iron Range and began performing in the Mesabi Symphony Orchestra in 2023. She officially joined the board in 2024. She holds degrees in Music Education and Flute Performance. Ashley is dedicated to continuing the legacy of music and the arts on the Iron Range.

Treasurer – Jim Welinski came to Duluth from Northfield for college at UMD and graduated in 1987 with degrees in physical sciences and education. He and his wife Barbara have lived in Duluth since 1995, where he started off as a public school teacher while raising three children. He started two manufacturing businesses, the first supplying mylar inflatables for weather research, primarily in support of U.S. Government programs. The second is a marine canvas business supplying boat canvas to recreational and commercial boaters on the Great Lakes. He and Barbara enjoy the lifestyle of living in Duluth, and all of its recreational opportunities.

Secretary – Open position with board members alternating taking minutes

Jennifer Fagre-Golya was born and raised in Cloquet, MN, and just moved back to the northwoods with her husband, two small children, and two cats after 15 years in Los Angeles. She is the concertmaster and librarian for the Mesabi Symphony Orchestra and owns her own business, Jenncat Music. In addition she teaches music at the collegiate level, does musicological research for copyright cases, and participates in recording sessions for film, TV, and video games. She holds a Ph.D. and M.A. in Music Composition from UCLA, a B.M. from St. Olaf College, and a certificate in audio engineering. Jennifer has performed internationally on violin and viola and is active in kitten fostering and cat rescue.

Tim Tilberg is a software engineer and father of two who has played cello with the MSO since 2017. He joined the board in 2024 to help bring technical expertise to MSO operations and ensure that the orchestra continues to provide an outlet for musicians and music education. Tim lives with his family in Cloquet.

Jeralyn Spampinato is a retired airline reservations agent. She directed the Mesabi Community Orchestra (now the MSO), from 1996-2000, and played clarinet with the group from 1991-1996, returning in 2023. She has been an adjunct music teacher at Mesabi Range College where she taught classroom courses and directed musical theatre. She holds Bachelor's and Master's degrees in Music Education from Southern Methodist University. Jeri currently plays clarinet with the MSO and the Duluth Symphonic Winds Community Band and tutors band students at Denfeld High School.

Paul Gregerson has an extensive marketing portfolio and experience working in a variety of fields. In addition to his board role at the MSO, he serves as President and CEO of Cultures, Humanities and Arts on the Iron Range (CHAIR), a 501(c)(3) nonprofit organization MN that provides educational opportunities for people of all ages across the Iron Range. He is a writer, photographer, videographer, graphic designer, on-air talent and engineer for various radio and television programs, newspapers, magazines and online publications.

Benjamin Nilles joined MSO as its Artistic Director and Conductor after serving on the faculty of Oklahoma City University and as Music Director and Conductor of its Symphony Orchestra. A champion for new music, Ben was raised in North Dakota and holds a bachelor's degree in horn performance from Concordia College in Moorhead, Minn., and a master's degree in conducting from Oklahoma City University.

Marshall School

Exhibit to Event

For June 6, 2026

Mesabi Symphony Orchestra

Lisa Buckman

msogm@mesabisymphonyorchestra.org

Spaces to be Used:

Fregeau Auditorium and Lobby Area

Amenities to be Used:

Sound Shells, Chairs, Music Stands, Microphone, Basic Lighting/Sound

Rental Rate:

Non-profit rate (25% Discount)

June 6, 2026 (Saturday), 3:30–9:30pm

- 4:00 Load-in
- 6:00 Doors Open / Reception
- 7:00 Concert
- 8:30 Post-Concert Reception
- 9:30 Done

The following points are considered an addendum to the contract enclosed:

COST OF FACILITIES RENTAL:

- Agreed rental price will be **\$1,610.00**
 - Auditorium rental \$150/hour x 5 hours
 - Add'l custodial staff \$35/hour x 5 hours
 - Sound shells, \$100 (discounted)
 - DPD presence - liquor service \$400
- A non-refundable deposit of **\$805.00** (first half of payment) is required, along with the signed contract, Exhibit to Event Agreement, and Insurance Certificate, to reserve the space for the dates listed above.
- A separate check for **\$500** is required as a damage deposit.
- Late payments may result in the termination of this agreement.
- The remaining \$805.00 is due two weeks prior to the first day of rental.

MARSHALL SCHOOL RESPONSIBILITY:

- The listed spaces will be available for the MSO event's use with access during the dates and times listed above.

- MSO will be responsible for setting up chairs and putting them back in their original location after the rental.
- A staff custodian will be on duty during the event. The custodian can be reached at 218-390-6243 (school mobile phone).
- A staff custodian will take care of garbage during performance.
- Marshall staff may set up a table in the school with marketing materials regarding the school.
- Marshall staff may provide an introduction/welcome for the public-facing events.

USER'S RESPONSIBILITY:

A current Certificate of Liability Insurance (for \$1,000,000) naming Marshall School as an additional insured must be on file two weeks prior to the event. This can be sent to Marshall School attn: Angie Ahlgren or emailed to: angela.ahlgren@marshallschool.org.

- If alcohol is served or sold, a Duluth Police officer must be hired for the duration of the event (Marshall will arrange, renter pays fee).
- Please adhere to the arrival and departure times as listed above. If additional requests are needed, they must be approved in advance and an invoice will be sent at the end of the event for additional time used.
- The entire school building is smoke-free.
- The User will be responsible to pay a Cleaning Fee of \$500 if the spaces are not returned to the same condition in which they were found.
- Renter is responsible for removing all and/or any items brought into Marshall at the end of the event.
- Please contact the custodian at 218-390-6243 if you need anything during the event.
- Please communicate any additional needs to Angie Ahlgren at angela.ahlgren@marshallschool.org or at 218-727-7266 x141.

SIGNATURES:

Margaret Pierce
Margaret Pierce (Apr 2, 2026 11:15:21 CDT)

Margaret Pierce, Director of Finance and Operations

04/02/2026

Date

Lisa Buckman
Lisa Buckman (Apr 2, 2026 14:16:06 CDT)

Lisa Buckman, Mesabi Symphony Orchestra

04/02/2026

Date

Marshall School

EVENT AGREEMENT

This Agreement is entered into this 2nd day of April, 2026, by and between The Marshall School, a Minnesota non-profit corporation ("Marshall"), and Lisa Buckman / Mesabi Symphony Orchestra (whether one or more, "User").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Marshall and User agree as follows:

1. Marshall hereby leases to User, and User hereby leases from Marshall, on the terms stated herein, a portion of Marshall School. Attached to this Agreement, and made a part of this Agreement, is an exhibit specifying:

- (a) The date and hours User intends on using a portion of Marshall School.
- (b) The purpose of User's rental (the events occurring during the hours of User's rental are referred to herein as the "Event").
- (c) The rooms or areas of Marshall School to be rented by User (these rooms or areas are referred to herein as the "Premises").

Additionally, attached to this Agreement and made a part of this Agreement is the Exhibit to Event Agreement established by Marshall to govern User's use and leasing of the Premises. In the event of a conflict between a provision of this Agreement, on the one hand, and a provision of the attached exhibit, on the other, the provision in the exhibit shall govern.

2. The cost of User's rent of the Premises shall be **\$1,610.00**. One half of this amount shall be paid upon full execution of this Agreement, and the remaining half shall be paid no less than two weeks prior to the date of the Event. Once paid, the rent, or any portion of the rent, shall be nonrefundable.

3. User shall be responsible for contracting and dealing with all catering, food, lighting, sound, and similar services associated with the Event. If required by federal, state, or local law, all such service providers shall be licensed and insured, and evidence of such licensing and insurance shall be provided to Marshall.

4. User agrees, at its expense, to comply with all laws, ordinances, orders, and regulations affecting User's contemplated use of the Premises, and further agrees not to allow or permit any use of the Premises which would be unlawful or constitute a nuisance. All licenses or permits required by law in conjunction with the Event shall be

obtained in advance by User, at its expense. No alcohol shall be served at the Event, absent the specific prior written consent of Marshall, and in no event shall User charge for any alcohol served. In the event Marshall consents to alcohol being served at the Event, User shall employ security personnel for the Event as necessary to comply with state or local law.

5. User represents to Marshall that the intended use of the Premises is not illegal, indecent, or immoral. If, in the judgment of Marshall, User's use or contemplated use of the Premises is illegal, indecent, obscene, or immoral, User shall either cease and desist from continuing the objectionable use or surrender the Premises immediately upon demand of Marshall.

6. User and its guests shall be entitled to park their vehicles during the Event in Marshall's parking lot adjacent to the Premises. These parking rights shall not be exclusive, as Marshall shall retain the right to permit the use of its parking lot by third parties during the Event.

7. User agrees that it will not use any decorative materials prohibited by law.

8. User agrees that no advertising or related matter, including advertising for the Event, shall be placed or posted in or about the Premises or announced or publicized over any loudspeaker system without User having first obtained the written permission of Marshall. Copies of all such advertising or related matter shall be provided to Marshall in advance of the Event, and shall be subject to Marshall's prior written approval.

9. User agrees to honor the capacity of the Premises, and to not admit a larger number of persons than can safely and freely move about the Premises.

10. User shall not damage the Premises, but shall return the Premises to Marshall following the Event in the same condition existing prior to the Event. User shall be responsible for clearing and stripping tables and removing decorations from the Premises immediately following the Event.

11. User understands that the Premises are smoke-free, and shall not permit the use of tobacco in the Premises or in any other portion of any Marshall School building.

12. User understands and agrees that prior to, during, and following the Event other events may be held in other parts of Marshall School, and User shall conduct its activities so as not to unreasonably interfere with such other events.

13. Marshall assumes no liability for loss by any cause, including theft or damage, to any equipment, furnishings, or personal items belonging to User or its guests.

14. User shall provide Marshall with evidence of applicable insurance with minimum GL limits of \$1,000,000 per occurrence. Additional insurance requirements may be imposed by Marshall should the use contemplated by User be commercial in nature, or should Marshall determine, in its discretion, that limits of \$1,000,000 per occurrence are

insufficient to protect Marshall. USER IS HEREBY ALERTED THAT USER SHOULD CONTACT ITS INSURANCE CARRIER OR AGENT, PRIOR TO THE EVENT, TO OBTAIN SUCH COVERAGE AS MAY BE DESIRABLE FOR USER'S EVENT OR REQUIRED BY THIS AGREEMENT. In the event alcohol is served at the Event, User shall provide Marshall evidence of host liability insurance satisfactory to Marshall. In the event alcohol is sold at the Event, User shall provide Marshall with evidence of liquor liability insurance satisfactory to Marshall.

15. User agrees to defend, pay, indemnify, and hold Marshall free and harmless from and against all claims which either (a) arise from or are in connection with any act or omission of User or an Event guest; or (b) result from any default, breach, violation, or nonperformance of this Agreement or any provision of this Agreement by User. As used herein, the term "claims" means any claims, suits, proceedings, actions, causes of action, responsibility, liability, demands, judgments, and executions. Marshall shall not be responsible or liable for damages at any time to User, or to those claiming by, through, or under, User, for any loss of life, bodily or personal injury, or damage to property or business, that may be occasioned by or through the action, omissions, or negligence of any other person or entity.

16. This Agreement shall not be assignable, and User shall not be entitled to sublet any portion of the Premises.

17. If User defaults in compliance with any term or covenant of this Agreement, Marshall shall be entitled to pursue all remedies available at law or in equity. Marshall's remedies shall include prohibition of User's use of the Premises in the event Marshall reasonably determines that the Event will result in a breach of this Agreement. In the event of any litigation arising out of an alleged breach of the Agreement, the non-prevailing party shall reimburse the prevailing party for its reasonable court costs, including attorneys' fees.

18. This Agreement contains the entire understanding of the parties. User acknowledges that it has inspected the Premises and has determined it is suitable for the Event in its existing condition. User further acknowledges that it is accepting the Premises in its "AS IS" condition, and is not relying on any representations or warranties made by Marshall. No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid unless made in a writing signed by both User and Marshall. Any consent required by this Agreement to be obtained by User of Marshall shall be granted or denied by Marshall in its sole discretion. Marshall and User agree that this Agreement does not create a joint venture or partnership between them. If User consists of more than one person or entity, all such persons or entities shall be jointly responsible for complying with the obligations in this Agreement.

19. The School shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is beyond the reasonable control of the School, materially affects the performance of any of the School's obligations under this Agreement, and could not reasonably have been foreseen or provided against. Causes of such failure or delay include but are not limited to: (i) acts of God; (ii) a natural

disaster (fire, explosion, earthquake, hurricane, tornado, flooding, storm, explosion, infestation, etc.), epidemic, or pandemic; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns or other industrial disturbances; and (ix) shortage of adequate power or transportation facilities.

THE MARSHALL SCHOOL

Margaret Pierce

Margaret Pierce (Apr 2, 2026 11:15:21 CDT)

Margaret Pierce, Director of Finance and Operations

04/02/2026

Date

USER

Lisa Buckman

Lisa Buckman (Apr 2, 2026 14:16:06 CDT)

Lisa Buckman, Mesabi Symphony Orchestra

04/02/2026

Date