

FITNESS STORAGE LOCKER LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 20__ by and between NG 332 MINNESOTA ST, LLC, a Delaware limited liability company, ("Licensor") and

_____ ("Licensee") with address of:

First Name Middle Initial Last Name
House/Apt. Number Street Name City State Zip Code

_____ Licensor is the owner of the building located at 332 Minnesota Street, Saint Paul, Minnesota 55101, Phone Number

and commonly known as First National Bank Building, (the "Building"). Licensee desires the right to use of a portion of the Building for storage of personal property, and Licensor desires to grant that right to Licensee, upon the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows.

1. License. Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a license to use and occupy a portion of the Building identified as Locker Number _____ in the area depicted and described on Exhibit A (the "License Area"). Such License Area shall consist of one storage locker exclusively for the storage of personal property, and such use shall be the only permitted use of the License Area and for no other use or purpose whatsoever (the "Permitted Use") for a term of twelve (12) months commencing on _____, 20__ (the "Commencement Date") and ending on _____, 20__ (the "Termination Date"), unless sooner terminated in accordance with this Agreement (the "Term").

2. License Fee, Access Card Fee. Licensee shall pay to Licensor a fee in the amount of \$120.00 ("License Fee") without demand, offset or deduction. The License Fee shall be paid on the Commencement Date for the Term. The License Fee must be paid to Licensor at the address listed above unless sooner terminated in accordance with this Agreement, or such other address as Licensor may designate from time to time. In conjunction with the License, Licensee also has the non-exclusive right to use the common areas of the Building for ingress and egress to the License Area. No refund of the License Fee, in whole or part, will be made to Licensee by Licensor, in the event of early termination of this agreement. Licensor may elect to provide Licensee with a security card ("Access Card") to control access to the Building and/or License Area. In such event, Licensor shall provide Licensee with one Access Card for each Licensee, provided that Licensor shall have the right to require Licensee to place a deposit on such Access Card(s) and to pay a fee for any lost or damaged Access Card(s). Licensee acknowledges and agrees that this Agreement does not grant any estate, interest or leasehold rights or privileges in any part of the Building. This fee may be adjusted annually.

3. Termination. This Agreement may be terminated by either party, at their option, by providing 30-days prior written notice of termination to the non-terminating party. The termination shall be effective on the last day of the month during which the 30-day notice period expires. If this Agreement terminates for any reason other than for Licensee's default, all rights and obligations granted hereunder shall terminate and neither party shall have any further liability or obligation to the other under the Agreement, except for obligations which expressly survive termination under this Agreement.

4. Hold Harmless and Indemnity by Licensee. None of Licensor or its directors, officers, shareholders, general partners, limited partners, members, employees, agents, or contractors, or any party or entity under the direction or control of Licensor or any successor to the interest of Licensor in the Building or this Agreement (collectively, the "Licensor Parties") shall be liable to Licensee or Licensee's agents, employees, guests, invitees, or to any person claiming by, through or under Licensee for any injury to person, loss or damage to Licensee's property, or for loss or damage, occasioned by or through the acts or omissions of Licensor or any other person, or by any other cause whatsoever except for Licensor's gross negligence or willful misconduct. Licensee shall indemnify, hold harmless and defend (with counsel reasonably satisfactory to Licensor) Licensor and the Licensor Parties from and against all claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses, including without limitation reasonable attorneys' fees and the costs and expenses relating to the loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at, or from the License Area or Licensee's use and occupancy of the License Area and Building. The provisions of this Section 4 shall survive the expiration or earlier termination of this Agreement.

5. Waiver of Claims by Licensee. Except in cases of Licensor's gross negligence or willful misconduct, Licensee waives all claims against Licensor and the Licensor Parties for any loss, theft, vandalism, casualty, damage or the like, including consequential damages, however caused, to any person or any other property occasioned by theft, burglary, other criminal act, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or other order of governmental body or authority, or for any damage or inconvenience which may arise through repair or alteration of any part of the Building (including the common area), or failure to make any such repairs, and Licensee agrees to look solely to its own insurance for any recovery for the same. Licensee further acknowledges that all personal property or equipment placed by Licensee in the License Area shall be at Licensee's sole risk and expense and Licensee shall be solely responsible for the security of Licensee's personal property located in the License Area.

7. Transfer of Building. If Licensor sells the Building, Licensor may transfer and assign its interest, rights and obligations under this Agreement to the subsequent owner of the Building, and after such transfer or assignment Licensor shall have no further liability or obligation under the Agreement, and Licensee agrees to look solely to such successor in interest of Licensor for performance of such obligations.

8. Non-Transferable Agreement. This Building Storage Locker License Agreement is between Licensee and Licensor as noted in the heading of this Agreement and is non-transferable by Licensee to any other party.

9. Limitation of Licensor's Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LICENSE, LICENSEE AGREES THAT THE LIABILITY OF LICENSOR (AND OF ANY SUCCESSOR LICENSOR) TO LICENSEE SHALL BE LIMITED TO THE INTEREST OF LICENSOR IN THE BUILDING AND RENTS AND PROCEEDS DERIVED THEREFROM FOR PAYMENT AND PERFORMANCE, AND LICENSEE AGREES TO LOOK SOLELY TO LICENSOR'S INTEREST IN THE BUILDING AND RENTS AND PROCEEDS DERIVED THEREFROM FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST THE LICENSOR, IT BEING INTENDED THAT NEITHER LICENSOR NOR ANY LICENSOR PARTIES SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY.

10. End of Term; Surrender. At the end of the Term, Licensee shall remove all of its personal property from the License Area, restore any damage caused by such removal, and surrender the License Area to Licensor in the same condition as existed on the Commencement Date, reasonable wear and tear and casualty excepted. If Licensee fails to remove any personal property by the end of the Term, then such personal property shall conclusively be deemed abandoned and Licensor may, at Licensee's sole costs and expense, dispose of it as Licensor sees fit. Licensee shall return to Licensor any Access Card(s) provided by Licensor on or before 5:00 p.m. on the Termination Date.

11. No Waiver. Failure by Licensor to insist on strict performance of any of the conditions, covenants, terms, or provisions of this Agreement or to exercise any of its rights under this Agreement may not be construed to waive such rights, but Licensor shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

12. Default. Licensee shall be in default under this Agreement in the event (a) Licensee fails to timely or fully to pay any amount due under this Agreement, or (b) Licensee fails to perform any non-monetary obligation under this Agreement within fifteen (15) days after notice from Licensor to Licensee. In the event Licensee is in default under this Agreement, Licensor shall have all rights and remedies available at law or in equity. In addition to any other right or remedy hereunder or at law or in equity, Licensor may terminate this Agreement upon notice given to Licensee at any time thereafter. Licensor's rights under this Agreement are cumulative and the exercise of any rights and remedies does not exclude any other right or remedy.

13. Building Rules. Licensee must comply with any reasonable rules and regulations relating to the Building (including the common area of the Building) which may be made by Licensor from time to time. In the event of a conflict between the Building rules and regulations and the terms of this Agreement, this Agreement will control.

14. Licensor Access. Licensee agrees to maintain contents of the subject locker in clean, dry and odor free condition and not store food items that will attract insects or vermin. Should Licensor become aware of odors or insects/vermin emanating from locker Licensor may remove Licensee's personal property after giving Licensee three (3) days advanced written notice to remove items from Locker.

15. Governing Law; Venue. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Minnesota. The parties agree that any action or proceeding involving the License Area, the License or this Agreement may only be brought in Minnesota District Court for the Second Judicial District (Ramsey County) of Minnesota, the United States District Court for the District of Minnesota, or any other court of competent jurisdiction situated in Minnesota.

16. Entire Agreement; Modifications. This Agreement contains the entire agreement and understanding of the parties hereto with respect to any matter mentioned herein, and no prior or contemporaneous agreement or understanding pertaining to any such matter shall be effective. This Agreement may be modified only by a writing signed by the parties in interest at the time of the modification.

WHEREFORE, Licensor and Licensee have each executed and delivered this Agreement as of the Commencement Date.

LICENSEE:

Printed Name

Signature
Tenant: _____
E-mail: _____

LICENSOR:

NG 332 MINNESOTA ST, LLC, a Delaware limited liability company
by Nightingale Realty LLC, agent for Licensor

By: _____
Its: _____

EXHIBIT A TO LICENSE AGREEMENT
DEPICTION AND DESCRIPTION OF LICENSE AREA

