

SHORT-TERM RENTAL AGREEMENT

THIS SHORT TERM RENTAL AGREEMENT (this “**Agreement**”), is made as of the ___ day of _____, 20___, by and between Lykke Books, LLC, a Minnesota limited liability company (“**Company**”), and _____ (“**Licensee**”). Company and Licensee may each be referred to hereinafter as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Company is currently leasing the basement level and ground level (collectively, the “**Leased Premises**”) of the building located at 203 N. Minnesota Street, New Ulm, Minnesota 56073 (the “**Property**”);

WHEREAS, Licensee desires to use that portion of the Leased Premises depicted on Exhibit A attached hereto (the “**Rental Space**”) for the specific purpose (the “**Permitted Use**”) described on Exhibit B attached to this Agreement (the “**Rental**”); and

WHEREAS, Company is willing to permit Licensee to use the Rental Space on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. License for Rental Space, Rental Period. Company hereby grants to Licensee a limited, non-transferable and revocable license (the “**License**”) to use the Rental Space strictly in accordance with the terms and conditions contained in this Agreement. This License permits Licensee to use the Rental Space for the Permitted Use on the date and during the hours set forth on Exhibit B (the “**Rental Period**”). This License does not create the relationship of landlord and tenant or otherwise convey or vest any real property rights in Licensee. Licensee shall not have access to the Property or the Rental Space at any time other than during the Rental Period, unless Licensee receives prior written permission from Company.

2. Deposit & Fees.

- a. Payment of Deposit and Fees. In consideration for Licensee’s use of the Rental Space, Licensee shall pay to Company the deposit (the “**Deposit**”) and the rental fee (the “**Rental Fee**”, and together with such other applicable fees and charges specified on Exhibit B attached hereto, the “**Fees**”) on or before the dates specified for payment of the same on Exhibit B attached hereto.
- b. Failure to Pay Deposit and Fees. If Licensee fails to pay the Fees on or before the date the same becomes due, Company may terminate this Agreement, revoke the License, and retain the Deposit. Company’s retention of the Deposit shall not limit any other remedy Company may have against Licensee at law or in equity.

3. Cancellation. If Licensee cancels the reservation for the Rental more than [seven (7) days] before the Rental Period, Company shall refund the Fees collected, but Company may keep the Deposit. If Licensee cancels the reservation for the Rental less than seven (7) days before the Rental Period, Company may keep the Deposit and the Fees collected. Cancelling a reservation by Licensee must be in writing and must be delivered according to Section 18 below. No refund shall be made when the Rental is cancelled as a result of Licensee's breach or failure to comply with the terms and conditions of this Agreement.

4. Permitted Use of Rental Space and Equipment; Restrictions. Licensee is authorized, pursuant to the License granted herein, to use the Rental Space for the Permitted Use and for no other purpose. Licensee shall not use, or permit others to use, the Property (including the Rental Space) for any unlawful, disreputable or hazardous purpose and shall not use, or permit others to use, the Property (including the Rental Space) in any manner which constitutes a nuisance or disruption, as determined by Company in its sole discretion, of the other occupants of the Property. Furthermore, Licensee may not use the Rental Space (or any of Company's property) in any manner that may void any insurance policy or coverage for the Property, the Leased Premises or the Rental Space, or which may result in increased insurance premiums for Company with respect to the Leased Premises or the Rental Space or any of Company's property located therein. Licensee is authorized to use the existing space, furniture and equipment in the Rental Space set forth on Exhibit B.

5. Condition of the Rental Space and Cleaning. The Rental Space shall be provided "AS-IS," "WHERE-IS" and Company makes no warranty, express or implied, to Licensee regarding the suitability of the Rental Space for Licensee's intended use or otherwise.

- Same Day:* Upon the conclusion of the Rental Period and prior to Licensee's leaving the Property, the Rental Space shall be in a clean condition and all trash and items of Licensee's personal property must be removed. Licensee shall be responsible for any damage caused to the Rental Space beyond ordinary wear and tear, and Company shall be entitled to make any necessary repairs and to remove and dispose of any trash of items of personal property left behind after the Rental Period at Licensee's cost and expense. Licensee shall reimburse Company for the costs and expenses incurred with respect to repairs and/or cleanup within ten (10) days of Licensee's receipt of Company's written demand for reimbursement, which demand shall be accompanied by written verification of the amount of the costs and expenses so incurred.

- Within 24 Hours of Rental Period End:* Within twenty-four (24) hours after the Rental Period, the Rental Space shall be in a clean condition and all trash and items of Licensee's personal property must be removed. Licensee shall be responsible for any damage caused to the Rental Space beyond ordinary wear and tear, and Company shall be entitled to make any necessary repairs and to remove and dispose of any trash of items of personal property left behind after the Rental Period at Licensee's cost and expense. Licensee shall reimburse Company for the costs and expenses incurred with respect to repairs and/or cleanup within ten (10) days of Licensee's receipt of

Company's written demand for reimbursement, which demand shall be accompanied by written verification of the amount of the costs and expenses so incurred.

6. Right of Entry. Company shall have the right to enter the Rental Space at any time and for any reasonable purpose, without notice to Licensee.

7. Indemnification. Licensee hereby agrees to indemnify, defend and hold harmless Company and its managers, employees, agents, representatives, and officers (collectively, the "**Company Parties**") from any and all losses, liabilities, damages, penalties, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with this Agreement by Licensee or its guests, invitees, managers, employees, agents, representatives, and officers (collectively, the "**Licensee Parties**"), and/or damage to property or injury caused to any person (including death) arising out of or related to Licensee's or the Licensee Parties' use of the Rental Space, including any acts or omissions on the part of Licensee or the Licensee Parties. Licensee shall notify Company immediately of any damage or injury in, to, or about the Property (including the Rental Space), regardless of the cause of such damage or injury. Under no circumstances shall Company have any liability to Licensee for any special, incidental, consequential, punitive or other damages.

8. Capacity. The maximum number of people permitted in the Rental Space is 49. Licensee expressly covenants and agrees that it's Rental will not violate the capacity limit for the Rental Space. Company shall not be liable to any person for personal injury nor for any damage to property as the result of the Licensee's failure to comply with the capacity limit for the Rental Space.

9. External Items, Decorations and Rentals. All external rental items, decorations, equipment, and personal items of Licensee, the Licensee Parties, and their invitees and contractors must be approved in advance in writing by Company and removed by the end of the Rental Period. Licensee is responsible for decoration set-up, tear-down, and prompt removal of such items prior to the expiration of the Rental Period.

10. Invitations and Printed Materials. Use of Company's logo, and/or any image of the Property, is expressly prohibited unless prior written approval has been obtained from an authorized representative of the Company. The content of printed materials relating to the Rental, including invitation copy, programs, and any promotional materials, must be submitted to Company for review and approval before being printed and distributed.

11. Utilities. Electrical power and outlets are limited. Special electrical requirements such as sound systems, lights, etc., must be arranged in advance and may incur an additional charge.

12. Compliance with Laws; Permits. Licensee shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Rental Space for the Permitted Use. Licensee shall not use the Rental Space in a manner contrary to local, state, or federal law. Licensee shall indemnify, defend and hold harmless Company and the Company

Parties for any losses, liabilities, damages, penalties, claims, fines, suits, actions, or other costs (including reasonable attorneys' fees) arising out of or in connection with Licensee's or the Licensee Parties' violation of any local, state, or federal law related to Licensee's use of the Rental Space.

13. Force Majeure. In the event that Company is unable, for reasons beyond its control, to make the Rental Space available to Licensee for the Rental Period, Licensee may choose an alternate date acceptable to Company for the Rental (the "**Alternate Rental Period**"), at no extra charge to Licensee. The Alternate Rental Period shall replace the Rental Period for the purposes of this Agreement and all obligations, rights, and privileges in this Agreement shall remain binding on the Parties for the Alternate Rental Period. If the Parties cannot agree upon an Alternate Rental Period by the date which is fifteen (15) days' prior to the start of the original Rental Period, or if the force majeure event occurs within such 15-day period and the Parties cannot agree upon an Alternate Rental Period within ten (10) days after such event, then Company shall refund to Licensee the Deposit and the applicable Fees actually collected. In neither case shall Company be liable for any additional costs or damages suffered by Licensee (over and above the applicable Fees collected and the Deposit, which shall be Licensee's sole remedy) arising out of rescheduling or canceling the Rental pursuant to this Section 13.

14. Revocation. Company may revoke the License at any time prior to start of the Rental Period, with prior written notice to Licensee. In the event that Company revokes the License prior to the Rental Period for reasons other than nonpayment of the Deposit or the applicable Fees or other breach of this Agreement by Licensee, Company shall refund to Licensee the full amount of the Deposit and Fees actually paid by Licensee to Company in connection with this Agreement. Company may revoke the License at any time prior to or during the Rental Period for Licensee's breach of its covenants and/or obligations set forth herein, in which case Company shall be entitled to keep the Deposit and the full amount(s) of the Fees actually paid by Licensee to Company in connection with this Agreement. Company's retention of such amounts shall not limit any other remedy Company may have against Licensee at law or in equity.

15. Covenant Not to Sue. Licensee hereby covenants and agrees not to institute any action, suit, proceeding or claim at law or in equity against Company or any Company Party for a claim a Licensee Party may have or allege against Company or a Company Party arising out of or relating to the design, construction, use, occupancy, operation, design, maintenance, repair, or condition of the Property, the Rental Space, or any matter, cause or thing relating thereto. This provision shall be deemed a covenant not to sue and shall be an absolute defense to any action, suit, proceeding or claim brought by Licensee or any Licensee Party against Company and/or any Company Party. Licensee and all Licensee Parties acknowledge and agree that the License granted hereunder is expressly contingent on its full liability waiver in favor of the owner of the Property and therefore covenants and agrees not to institute any action, suit, proceeding or claim at law or in equity against such owner and all managers, officers, employees and contractors of such owner for a claim a Licensee Party may have or allege arising out of or relating to the design, construction, use, occupancy, operation, design, maintenance, repair, or condition of the Property, the Rental Space, or any matter, cause or thing relating thereto. This provision shall be deemed a covenant not to sue and shall be an absolute defense to any action, suit, proceeding or

claim brought by Licensee or any Licensee Party against the owner of the Property and all managers, officers, employees and contractors of such owner. The covenants contained in this Section 15 shall survive the expiration or termination of this Agreement.

16. Attorney's Fees. If Licensee breaches any of the terms of this Agreement and it becomes necessary for Company to institute proceedings to enforce its rights hereunder, whether by lawsuit or whether by settlement before or after any lawsuit is filed or any other means (including, but not limited to, mediation or arbitration), Company shall be entitled to recover the costs, expenses, damages and reasonable attorneys' fees incurred in connection with such enforcement efforts.

17. Governing Law; Exclusive Jurisdiction. This Agreement shall be construed in accordance with, and governed by the laws of, the State of Minnesota, without regard to conflicts of law principles. Each of Licensee and Company hereby agrees that any action or dispute arising from or in connection with this Agreement shall be brought in the state courts sitting in Hennepin County, Minnesota or the federal district court for the District of Minnesota, and each of them irrevocably submits to the exclusive jurisdiction of each such court and waives any objection it may now or hereafter have to venue or to convenience of forum.

18. Notices. All notices to be given hereunder shall be in writing and made at the address for such Party specified on Exhibit B attached hereto. Notices shall be deemed given to a Party (a) when personally delivered to the appropriate address, (b) on the first business day after sent by nationally recognized overnight courier service (costs prepaid), (c) when sent by email prior to 5:00 p.m. CST on a business day (on the next business day if sent after 5:00 p.m. CST on a business day or on a Saturday, Sunday or national holiday), or (d) three (3) business days after deposit if sent by certified mail, return receipt requested, in each case to the address of the Party specified on the attached Exhibit B.

19. Miscellaneous. This Agreement and the exhibits attached hereto contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior conversations and/or writings regarding the same. Except for Company's right to revoke the License as permitted hereunder, this Agreement may not be amended or modified, and no provision may be waived, except in a written instrument executed by the Parties hereto. If any provision of this Agreement shall be held void, invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby, and the other provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Time for the performance of this Agreement and the obligations of the Parties hereunder is of the essence. This Agreement may be executed in counterparts, each of which shall be considered an original and all of which, taken together, shall constitute one and the same instrument. The headings for sections herein are for convenience only and shall not affect the meaning of the provisions of this Agreement. Licensee may not assign or transfer its rights or obligations under this Agreement.

IN WITNESS WHEREOF, Company and Licensee have caused this Agreement to be executed effective as of the day and year first above written.

LICENSEE:

By: _____

Signature

Name: _____

Its: _____

COMPANY:

Lykke Books, LLC,
a Minnesota limited liability company

By: _____

Name: Brianne Taralson

Its: Manager

Exhibit B

Short-Term Rental Term Sheet

1. Parties & Contact Information.

Company: Lykke Books, LLC, a Minnesota limited liability company
Address for Notice Purposes: 203 N. Minnesota Street
New Ulm, MN 56073
Phone: 507-276-8724
Email: lykkebooks@gmail.com

Licensee: _____
Address for Notice Purposes: _____
Phone: _____
Email: _____

2. Rental Space. Licensee and its invitees and contractors shall be permitted to use the following portions of the Property and/or its grounds and facilities:
The hourly room rental area depicted on Exhibit A attached to the Short-Term Rental Agreement, and _____

3. Rental Period. Licensee and its invitees and contractors shall be permitted to use the Rental Space during the following date(s) and times, excluding the cleaning arrangements agreed upon in Section 5 of the Short-Term Rental Agreement:

4. Permitted Use. Licensee and its invitees and contractors shall be permitted to use the Rental Space for the following purpose:

Food Preparation (Select One)

Use Of Kitchen Not Authorized: Licensee is not authorized to use the kitchen space.

Limited Use Of Kitchen Authorized: Licensee is authorized to use the kitchen space for limited food preparation. This means that food may be assembled and may be warmed or kept warming using equipment provided by Company. Perishables and beverages may be chilled in the refrigerator and freezer. Refrigerator, freezer, countertops, and any additional equipment provided by Company must be thoroughly cleaned after Licensee's use. The Licensee is not authorized to use the kitchen for cooking or baking.

Use Of Kitchen Authorized: Licensee is authorized to use the kitchen space for food preparation, including cooking and baking. ALL INDIVIDUALS ACTING BY OR ON BEHALF OF LICENSEE USING THE KITCHEN MUST BE **SERVSAFE CERTIFIED** AND MUST PRESENT SUCH CERTIFICATION TO COMPANY PRIOR TO THE RENTAL PERIOD.

Alcoholic Beverages (*Select One*)

YES, the Licensee is permitted to serve alcohol in the Rental Space during the Rental Period and shall abide by all laws of the state of Minnesota concerning the use and serving of alcohol. **A LICENSED CATERER IS REQUIRED IF THERE IS ANY ALCOHOL SERVED IN THE RENTAL SPACE.**

NO, the Licensee is not permitted to serve alcohol in or about the Rental Space during the Rental Period.

5. Deposit and Fees. (*Select All That Apply*)

Deposit: Licensee shall pay to Company a deposit in the amount of \$_____.00 (the “**Deposit**”) to reserve the Rental Space. The Deposit must be paid to Company upon the execution of this Agreement. Company shall have no obligations under this Agreement until the Deposit is paid in full.

Rental Fee(s): Licensee shall pay to Company a rental fee in the amount of \$_____.00 (the “**Rental Fee**”) for the use of the Rental Space. The Rental Fee is due in full on or before _____, 20__ (the “**Rental Fee Payment Due Date**”).

Rental Revenue: In addition to the Rental Fee, Licensee shall also pay to Company ____% of the revenue collected during the Rental Period (the “**Rental Revenue**”). The Rental Revenue is due in full within __ days after the expiration of the Rental Period (the “**Rental Revenue Payment Due Date**”).

Cleaning Fee: Licensee shall pay to Company a cleaning fee in the amount of \$_____.00 (the “**Cleaning Fee**”). The Cleaning Fee is due in full on or before _____, 20__ (the “**Cleaning Fee Payment Due Date**”).

6. Additional Terms. _____

_____.