

ICE RENTAL AGREEMENT

CONTRACT FOR: Rental between Shakopee Youth Hockey Association and the City of Shakopee.

Contract Period: **September 1, 2017 – March 31, 2022**, unless terminated earlier by law or as provided herein and as specifically described in Exhibit A.

THIS CONTRACT is made and entered into by and between Shakopee Youth Hockey Association, a 501C3 organization existing under the laws of the State of Minnesota (hereinafter referred to as "the Association"), and the City of Shakopee (hereinafter referred to as the "City") a Minnesota municipal corporation.

WHEREAS, the Association desires to purchase ice time; and

WHEREAS, the City owns and operates an indoor ice arena located at 1225 Fuller St. Shakopee, MN 55379.

NOW, THEREFORE, in consideration of the promises and in further consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereto have contracted and agreed as follows:

1. The City shall deliver to the Association the ice rental as specifically described in Exhibit A, which is attached hereto and made a part hereof.
2. The Association shall pay the City for services satisfactorily performed or product satisfactorily delivered, if any, as illustrated in Exhibit A, which shall be paid in two installments, one by December 15 and the second by April 15 of each year.
3. Either party may terminate this Agreement for any reason with a 60 day written notice to the other. If Association fails to make timely payments to the City, the City may terminate this Agreement upon a 30 day written notice to Association.
4. This Contract is the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings or agreements. Any alterations, variations, modifications or waivers of the contract shall only be valid when they are agreed to in writing and signed by authorized representatives of the Association and the City.
5. Minnesota law shall be used to construe and interpret this Contract, without giving effect to the principles of conflict of laws. All proceedings related to this Contract shall be venued in the State of Minnesota.
6. All of the data created, collected, received, stored, used, maintained, or disseminated by the City in the performance of the Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and to the extent applicable, the Family Educational Rights and Privacy Act (FERPA), 20 USC ss 1232g and rules and regulations promulgated under these laws. Data provided to the Association may also be

subject to these laws. The Association agrees to notify the City of any requests for data related to the performance or services provided under this Contract.

7. The City and the Association shall each be responsible for the acts of their respective officers, employees or agents, and not the act of the other party's officers, employees or agents. This Agreement does not create an employee-employer relationship. Both parties shall be considered independent contractors. The City and the Association agree to keep in effect policies of commercial general liability insurance to insure against liabilities up to at least \$500,000 for each claimant and \$1,500,000 for each single occurrence.
8. The City does not waive any limitation of liability pursuant to Minnesota Statutes Chapter 466, nor does the City waive any immunities provided by statute or common law.
9. Neither party shall assign this Contract or any of the rights, duties or payments arising under this contract to any third party without the written consent of the other.
10. All notices required under this Contract must be in writing and provided to the designated contact person for the other party. The parties shall keep each other informed in writing of any change in the designated contact person. At the time of the execution of this Contract, the following persons are the designated contacts:

Association Contact

Jeff Brosz
President – SYHA
P.O. Box 226
Shakopee, MN 55379
(763) 913-6568

City Contact

Troy Ciernia
Recreation Supervisor – Ice Arena
City of Shakopee
1225 Fuller St
Shakopee, MN 55379
(952)233-9522

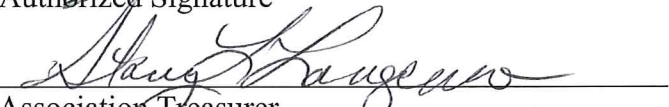
11. If any portion of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected and the rights and obligations of the parties under this Contract shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
12. The Association, its officers, agents, employees and invitees shall follow all non-discrimination rules and regulations, imposed by the City for users of the facility.

IN WITNESS WHEREOF, the undersigned parties hereby acknowledge that they have read and understand the contract documents and have executed this Contract on the dates recorded below.

SHAKOPEE YOUTH HOCKEY ASSOCIATION

Date: 2/13/16

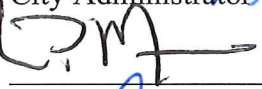

Authorized Signature


Association Treasurer

CITY OF SHAKOPEE

Date: 5/3/16


City Administrator


Mayor


City Clerk

EXHIBIT A

1. The Association agrees to purchase 1400 hours of ice time each year during the hockey season. The 1400 hours includes all practices, games and tournaments.
2. The ice rental dates for the 1400 hours shall begin September 1 and run through March 31 of each year also referred to as the Hockey Season.
3. The ice rental agreement will begin on September 1, 2017 and conclude on March 31, 2022.
4. Schedule of reserved dates and times is defined as:
 - a. Times agreed upon by the Association and City
5. Ice rental rates are set at:
 - a. Year 1 and 2 - \$215.00/hour
 - b. Year 3 and 4 - \$220.00/hour
 - c. Year 5 - \$225.00/hour
6. Ice rental above the 1400 hours will be purchased at the rate established for the Association for that year as stated in item 5 above. All additional ice rental requests above the 1400 must be submitted to the city no later than November 15th of each year. Additional ice will be scheduled after the school district and city hours are established. Ice available after November 15th will be sold on a first come first serve basis.
7. Ice rental outside of the established hockey season of September 1 to March 31 of each year will be purchased at market rate set each year in the City's Fee Schedule.
8. Ice rental rates include the usage of a designated storage room located in between the High School Coaches rooms.
9. Ice rentals for the Shakopee Hockey Association shall be billed as follows:
 - a. Scheduled rentals September 1 through December 31:
 - i. Will be billed on November 28
 - ii. Payment will be due by December 15
 - b. Scheduled rentals January 1 through March 31:
 - i. Will be billed after the last actual use prior to March 31.
 - ii. Payment will be due within two weeks of the end of the season.
10. City is responsible for cleaning up the rental area to its pre-event condition at the end of each rental. This includes moving and storing tables, chairs, booths, stages or any other equipment that was used during the event. City will provide this service at a rate of **\$130** per hour.
11. City shall provide an on-duty manager and ice maintenance personnel.
12. The Association will provide ticket personnel, operate the ticket table and receive all ticket sales revenue when applicable.

13. The Association will provide a mutually agreed upon number of crowd control staff.

14. The Association will provide an event announcer, referees and any necessary off-ice officials.