

**AGREEMENT FOR USE OF CITY ICE ARENA BY
Southwest Christian High School**

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2019, by and between the CITY OF SHAKOPEE, a municipal corporation and political subdivision of the State of Minnesota, ("City") and Southwest Christian High School, a private high school.

Recitals

- A. The City has a two sheet Ice Arena at 1225 Fuller Street.
- B. The City has an extra locker room and storage space available.
- C. Southwest high school desires to use the Ice Arena for its junior varsity and varsity hockey program.
- D. The City and Southwest desire to enter into this Agreement setting for the terms by which Southwest will use the Ice Arena.

NOW THEREFORE, in consideration of the Ice Arena and in further consideration of the mutual agreements contained in this Agreement, the City and Southwest agree as follows:

1. Term. This Agreement is valid and extends through **March 2026**, during which time Southwest shall have the right to use the portions of the Ice Arena described in this Agreement from October 1st through March 31st ("Hockey Season") of each school year. After year two, Southwest Christian has the right to extend the agreement for an additional 2 years or void the agreement without financial penalty. Contract will be for 3 years with the rights for 2-year extension. At the end of each hockey season Southwest would need to clean out rooms. The City has the right to use the spaces during the off season for different events or teams.
2. Payment. Southwest Christian/Richfield shall pay the City for Southwest's use of the Ice Arena as described in this Agreement during each Hockey Season. Payment shall be made in two equal installments or in one lump sum. The first installment is due no later than December 1st and the second installment is due no later than April 1st of each school year. See Attachment A.
3. Ice Time. Southwest is granted ice time during the times and under the terms and conditions set forth in Attachment A to this Agreement.
4. Team Locker Rooms. Southwest is granted exclusive use of locker room number 5 and storage room. ("Team Locker Room") during each Hockey Season. With the permission of Southwest, the City may allow other groups to use the Team Locker Rooms during the off season.
5. Southwest Improvements. Southwest shall construct, at the Southwest's sole expense, the build out of the locker room and storage room ("Southwest's Improvements"). Southwest's shall deliver to the City a complete set of plans and specifications in the form of working

drawings or construction drawings identifying Southwest's interior layout of the Team Locker Room and storage room, including complete sets of detailed architectural, structural, mechanical, electrical, and plumbing working drawings for any and all Southwest's Improvements. Any alteration, addition or improvement made to the Team Locker Room or storage room (other than movable equipment, furniture and other trade fixtures owned by Southwest) will at once become the property of the City upon expiration or earlier termination of this Agreement. The rights granted to Southwest under this section are exclusive and personal to Southwest and may not be assigned or transferred to any other party, without the written consent of the City.

6. Southwest's Use of Ice Arena. Southwest shall use the Ice Arena for the high school hockey programs pursuant to the terms of this Agreement and Attachment A. Southwest shall not create a nuisance or use the Ice Arena for any illegal or immoral purposes.
7. Compliance With Laws. The City warrants that the physical condition of the Ice Arena will comply with all applicable laws, ordinances, rules and governmental regulations ("Applicable Laws"). The City shall comply with all Applicable Laws regarding the physical condition of Ice Arena, except to the extent that Southwest must comply with Applicable Laws. Southwest shall comply with all Applicable Laws regarding the physical condition of the Ice Arena to the extent the Applicable Laws pertain to the particular manner in which Southwest uses the Ice Arena or to the lawful use of the Ice Arena, such as laws governing maximum occupancy and illegal business operations. In addition:
 - a. Southwest shall follow City policies regarding age, discrimination policies and facility use policies within the Ice Arena.
 - b. Southwest shall ensure all furnishings, fixtures and equipment comply with local laws, Building Codes and regulations for installations, as applicable.
8. Services and Utilities. The City shall at its expense:
 - a. Provide heating, ventilation and air conditioning (HVAC) for the Ice Arena to maintain comfortable temperatures during the times that Southwest uses the Ice Arena.
 - b. Provide electricity to the Ice Arena in reasonable amounts necessary for Southwest's use of the Ice Arena
 - c. Provide expendables such as light bulbs, toilet paper and the like.
 - d. Provide trash disposal from building receptacles; and
 - e. Maintain common areas in the Ice Arena.
9. Southwest's Use and Care of Premises. Southwest shall:

- a. Keep the Premises and fixtures in good order;
- b. Make repairs and replacements to the Premises needed because of Southwest's misuse or primary negligence; and
- c. Not commit waste.
- d. Southwest shall maintain and clean the Premises on a regular daily basis based on customer usage. This includes cleaning, disinfecting, and depositing trash into proper building receptacles.
- e. Southwest shall cooperate with the Contractor's Staff assigned to oversee the Shakopee Ice Arena.
- f. Southwest shall pay for and provide its own voice and data service.
- g. Southwest shall be responsible for any losses due to theft, employee errors, vandalism or power failures occurring on the Premises.
- h. Southwest shall follow the City's no smoking, tobacco and alcohol policy and premises policies, which regulate permissible activities and does not allow any smoking or drinking within the Shakopee Ice Arena building or surrounding property.
- i. Due to the fact that Southwest shall be in contact with minors at the Shakopee Ice Arena, Southwest shall maintain and implement a hiring process that provides for a criminal background check for Southwest's staff working at the Premises throughout the term of this Lease.
- j. Upon surrender, Southwest shall remove from the Premises its personal property, trade fixtures, and any alterations required to be removed, and shall repair any damage to the Premises caused by their removal.

10. Interruption of Services. The City explicitly does not warrant that any services the City supplies to the Ice Arena will not be interrupted. Services may be interrupted because of accidents, repairs, alterations, improvements, or any reason beyond the reasonable control of the City. No interruption shall make the City liable to Southwest for monetary damages of any nature. The City may enter the Premises at reasonable times, and at any time in the case of an emergency, without charge, liability, or abatement of Rent, to make repairs, alterations, improvements, and additions either required or advisable to preserve the safety and physical condition of part or all of the Shakopee Ice Arena

11. Alterations. Except with respect to Southwest's Improvements, Southwest shall not make alterations without the City's advance written consent. "Alterations" means additions, substitutions, installations, improvements, and similar changes to the physical condition of the Ice Arena.

12. Entire Agreement. This Agreement 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 Agreement shall only be valid when they are agreed to in writing and signed by authorized representatives of Southwest and the City.
13. Applicable Law. Minnesota law shall be used to construe and interpret this Agreement, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the State of Minnesota.
14. Data Practices Act. All of the data created, collected, received, stored, used, maintained, or disseminated by the City in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
15. Indemnity. Southwest shall defend, indemnify and hold harmless the City, its officers, agents and employees, against all suits, demands, causes of action, liabilities, or claims for injury or damages of whatever nature, including death or damage to property, arising out of or related to Southwest's use of the Ice Arena and the use of the Ice Arena by Southwest's officers, employees, agents, students, guests or invitees.
16. Assignment. Neither party shall assign this Agreement or any of the rights, duties or payments arising under this Agreement to any third party without the written consent of the other.
17. Notices. All notices required under this Agreement 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 Agreement, the following persons are the designated contacts:

Southwest Contact

City Contact

Troy Ciernia
Ice Arena Manager
tciernia@shakopeemn.gov
952-452-9522

18. Miscellaneous.

- a. The City has the exclusive right to operate or manage concession sales at the Ice Arena for the sale of food and beverages, including food and beverages dispensed from

vending machines. Southwest may not bring food or beverages for sale or distribution in the Ice Arena with prior written approval from the City.

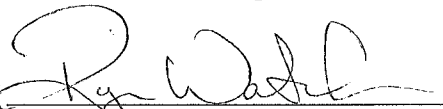
- b. Southwest may not post advertisements in any portion of the Ice Arena without prior written approval from the City.
- c. Southwest will have shared use of the Ice Arena parking lot on a first-come, first-served basis. Southwest may not prohibit, regulate, or obstruct use of the Ice Arena parking lot by others.
- d. Southwest will have the right to hang (1) team banner in the arena. Banner must be approved and installed by the City.

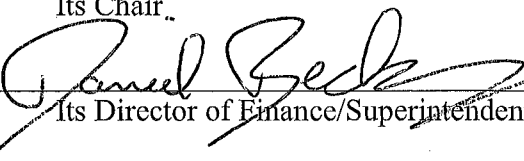
19. Severability. If any portion of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected and the rights and obligations of the parties under this Agreement shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

IN WITNESS WHEREOF, the undersigned parties acknowledge that they have read and understand this Agreement and have executed it on the dates recorded below.

Southwest Christian High School

Date: 10/7/19

By: 
Its Chair..

By: 
Its Director of Finance/Superintendent

CITY OF SHAKOPEE

Date: _____

By: _____
Its Mayor

By: _____
Its City Administrator

ATTACHMENT A

1. Schedule of reserved dates and times:

- a. All game times as set by the conference (8 games with a block of 4 hours per)
- b. Practice times: Junior Varsity/Varsity hockey teams: 6:30-8:30 a.m. Monday-Friday.
- c. In the unforeseen instance that both ice sheets are unavailable for regularly scheduled practice time, after school same day ice will be coordinated at no additional cost.
- d. All post-season home games
- e. Ice time selection must be made by August 1st of each year.
- f. Use of the Ice Arena for the above purposes is for a maximum of 10 hours per week. Any ice time above 10 hours per week will be billed at the City's normal hourly rate.

Ice time and Space breakdown:

16 week season

2 hours per day for practice 5 days a week

8 game blocks at 4 hours per block

Locker room 5 and Coaches/storage room.

Payments:

Year 1: \$40,000

Year 2: \$41,400 (After year two, Southwest Christian has the right to extend for an additional 2 years or void the agreement without a financial penalty, Contract will be for 3 years with the rights for a 2-year extension.

Year 3: \$42,849

Year 4: 44,438

Year 5: 45,900

2. Team rooms must be cleaned out no later than two weeks after the Hockey Season concludes.
3. The City shall provide an on-duty manager and ice maintenance personnel.
4. Southwest will provide ticket personnel, operate the ticket table and receive all ticket sales revenue.
5. Southwest will provide a mutually agreed upon number of crowd control staff.
6. Southwest will provide an event announcer, referees and any necessary off-ice officials.