

**AGREEMENT FOR USE OF CITY ICE ARENA BY
Advantage Sports (Morning Program)**

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2019 by and between the CITY OF SHAKOPEE, a Minnesota municipal corporation, ("City") and Advantage Sports Group, LLC, a Minnesota limited liability corporation ("Advantage Sports")

Recitals

- A. The City has a two sheet Ice Arena at 1225 Fuller Street.
- B. Advantage Sports desires to use portions of the Ice Arena for morning developmental hockey program for their AAA players.
- C. The City and Advantage Sports desire to enter into this Agreement setting forth the terms by which Advantage Sports will use portions of the Ice Arena for their morning developmental hockey program.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the City and Advantage Sports agree as follows:

- 1. Term. Unless this Agreement is otherwise terminated pursuant to Paragraph 14, this Agreement is valid and extends through **February 14th, 2025**, at which time it will automatically terminate. During the term of this Agreement, Advantage Sports shall have the right to use the portions of the Ice Arena described in this Agreement (per schedule in attachment A) from September through February each year.
- 2. Payment. Advantage Sports shall pay in two (2) equal installments annually to the City for use of the Ice Arena as described in this Agreement during each Hockey Season. The first installment is due no later than December 31st and the second installment is due no later than February 28th each year. (See Attachment A.)
- 3. Ice Time. Advantage Sports is granted ice time during the times and under the terms and conditions set forth in Attachment A to this Agreement.
- 4. Advantage Sports' Use of Ice Arena. Advantage Sports shall use the Ice Arena for a morning developmental hockey program pursuant to the terms of this Agreement and Attachment A. Advantage Sports shall not create a nuisance or use the Ice Arena for any illegal or immoral purposes.
- 5. 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 Advantage Sports must comply with Applicable Laws. Advantage Sports 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 Advantage Sports uses the Ice Arena or to the lawful use of the Ice Arena, such as laws governing maximum occupancy and illegal business operations.

6. 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 Advantage Sports for monetary damages of any nature.
7. 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.
8. 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.
9. Indemnity. Advantage Sports 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 this Agreement or arising out of or related to Advantage Sports' use of the Ice Arena or the use of the Ice Arena by Advantage Sports' officers, employees, agents, students, guests or invitees.
10. 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.
11. 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:

Advantage Sports Group LLC

Calvin Simon and Chris Boetl
Co-owners
5021 Lincoln Circle
Edina MN 55436
952-564-1671/651-983-4480
calvinthecoach@gmail.com and
mphhockeymn@gmail.com

City Contact

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

12. 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. Advantage Sports may not bring food or beverages for sale or distribution in the Ice Arena with prior written approval from the City.
- b. Advantage Sports may not post advertisements in any portion of the Ice Arena without prior written approval from the City.
- c. Advantage Sports will have shared use of the Ice Arena parking lot on a first-come, first-served basis. Advantage Sports may not prohibit, regulate, or obstruct use of the Ice Arena parking lot by others.
- d. Advantage Sports will have the right to one (1) in-ice logo and the right to hang one (1) banner in the arena (banner must be pre-approved by City staff).

13. 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.

14. Termination. Notwithstanding any other provision in this Agreement, the City or Advantage Sports may terminate this Agreement by providing written notice of termination to the other party any time between March 1 and May 30th of any calendar year. Upon such termination this Agreement becomes null, void, and of no effect and neither the City nor Advantage Sports shall have any further rights or liability under this Agreement.

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

Date: 11.26.2019

Advantage Sports Group, LLC

By: _____

By: _____

CITY OF SHAKOPEE

Date: _____

By: _____

Mayor

By: _____

City Administrator

ATTACHMENT A

1. Schedule of payments, and reserved dates/ times:
 - a. Any ice time beyond the 200 total hours in this agreement will be billed at the City's market rate and scheduled based on availability.
 - b. Ice time breakdown:
 - 2 hours per day (6:00am to 8:00am)
 - 5 days per week (Monday-Friday)
 - 20 weeks (September-February per schedule below)
 - Note: No ice-time per this agreement for weeks of Thanksgiving, Christmas, and New Years
 - c. Scheduled begin and end dates:
 - Year 1: September 14, 2020 to February 19, 2021
 - Year 2: September 13, 2021 to February 18, 2022
 - Year 3: September 12, 2022 to February 17, 2023
 - Year 4: September 11, 2023 to February 16, 2024
 - Year 5: September 9, 2024 to February 14, 2025
 - d. Total Annual Payments (paid in two equal installments by December 31st and February 28th):
 - Year 1: \$34,000
 - Year 2: \$35,190
 - Year 3: \$36,422
 - Year 4: \$37,697
 - Year 5: \$39,016
2. The City shall provide access to one locker room, an on-duty manager, and ice maintenance personnel.