AGREEMENT FOR USE OF CITY ICE ARENA BY
Shakopee Skate School facilitated by Go4Gold Skating Academy

THIS AGREEMENT is made and entered into as of this December 15, 2020 by and between the CITY OF SHAKOPEE, a municipal corporation of the State of Minnesota, ("City") and Go4Gold Skating Academy LLC ("Go4Gold").

Recitals

A. The City has a two-sheet Ice Arena located at 1225 Fuller Street ("Ice Arena").

B. Go4Gold features world class coaching in a positive training environment for every level of development in ice skating. (Shakopee Skate School)

C. Go4Gold would like to enter into this Agreement setting for the terms by which Go4Gold will use the Ice Arena to rent ice hours for the elite program during the times of 9:00am-2:45pm Monday-Friday annually and use certain spaces ("Premises") in the Ice Arena.

D. Go4Gold would desire to partner with the City to operate beginner and intermediate developmental skating programs as part of the Shakopee Skate School.

E. Go4Gold would purchase Community Center memberships for registered elite students in the Shakopee Skate School.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and Go4Gold agree as follows:

1. Term. This Agreement commences on December 15, 2020 and extends through January 1, 2026, at which time it will automatically terminate, unless either party otherwise earlier terminates the Agreement pursuant to Paragraph 19. During the term of this Agreement, Go4Gold shall have the right to use the portions of the Ice Arena described in this Agreement in accordance with the terms set forth in Attachment A to this Agreement.

2. Payment. See Attachment A to this Agreement for its use of the Ice Arena as described in this Agreement.

    a. Go4Gold will pay hourly ice rates determined by the number of students registered per class for beginner and intermediate programs of the Shakopee Skate School. (See Attachment A)
    b. Special programming and Freestyle: The city will receive 100% revenues for these Shakopee Skate School programs.
    c. Go4Gold will pay a monthly fee determined by the number of students registered for elite programs of the Shakopee Skate School. (See Attachment A)
    d. Go4Gold will pay monthly rent for building spaces. (See Attachment A)

3. Ice Time. Go4Gold Skating Academy is granted ice time during the times and under the terms and conditions set forth in Attachment A to this Agreement.

4. Participant Registration. All participants will register using the City's recreation software online. The City will pay Go4Gold monthly revenues collected for Beginner, Intermediate, and Elite programs. Guest/visitor passes issued at Go4Gold's discretion.

5. Improvements. Go4Gold may make improvements to their rental spaces (locker room 9 and hallway coaches' room) at their expense. Prior to any improvements, Go4Gold shall deliver to the City for review and approval a complete set of plans and specifications in form of drawings or construction drawings identifying the improvements to be made. Any alteration, addition or improvement made to the spaces (other than movable equipment, furniture and other trade fixtures owned by Go4Gold) will become property of the City upon expiration or termination of this agreement. The rights granted to Go4Gold under this section are exclusive and personal to Go4Gold and may not be assigned or transferred to any other party, without written consent of the City.

6. Use of Ice Arena. Go4Gold Skating Academy shall use the Ice Arena to conduct Shakopee Skate School programs during the year. Go4Gold shall not create a nuisance or use of 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 Go4Gold must comply with Applicable Laws. Go4Gold 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 Go4Gold uses the Ice Arena or to the lawful use of the Ice Arena, such as laws governing maximum occupancy and illegal business operations.

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 Go4Gold's uses the Ice Arena.
   b. Provide electricity to the Ice Arena in reasonable amounts necessary for Go4Gold's use of the Ice Arena.
   c. Provide expendables such as light bulbs, toilet paper and the like.
   d. Provide trash disposal from the building receptacles; and
   e. Maintain common areas in the Ice Arena.

9. Go4Gold Use and Care of Premises. Go4Gold shall:
   a. Keep the Premises and fixtures in good order;
   b. Make repairs and replacements to the Premises needed because of Go4Gold's misuse or primary negligence; and
   c. Maintain and clean rented spaces on a regular daily basis based on customer usage. This includes cleaning, mopping, disinfecting and depositing trash into proper building receptacles.
   d. Cooperate with the Staff assigned to oversee the Shakopee Ice Arena.

e. Be responsible for any losses due to theft, employee errors, vandalism or power failures occurring on the Premises.
f. 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.
g. Maintain and implement a hiring process that provides for a criminal background check for its staff working at the Premises throughout the term of the lease.
h. Upon termination or expiration of this Agreement, 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 Go4Gold 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 the Shakopee Ice Arena.

11. 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.

12. 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.

13. Indemnity. Go4Gold 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 Go4Gold's use of the Ice Arena and the use of the Ice Arena by Go4Gold's officers, employees, agents, students, guests or invitees.

14. Alterations. Except as otherwise allowed in this Agreement, Go4Gold 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.

15. 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 Go4Gold and the City.

16. Assignment. Neither party may 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:

Go4Gold Skating Academy LLC	City Contact
Lorie Charbonneau Owner and founder 1780 Rye Court Shakopee, MN 55379 Coachlorie@msn.com	Troy Ciernia Recreation Facilities Manager tciernia@shakopeemn.gov 952-233-9530

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. Go4Gold may not bring food or beverages for sale or distribution in the Ice Arena without prior written approval from the City.

b. Go4Gold may not post advertisements in any portion of the Ice Arena without prior written approval from the City.

c. Go4Gold will have shared use of the Ice Arena parking lot on a first-come, first-served basis. Go4Gold Skating Academy may not prohibit, regulate, or obstruct use of the Ice Arena parking lot by others.

d. Go4Gold as Shakopee Skate School, will have the right to one (1) banner in each arena (banner must be pre-approved by City staff).

18. 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.

19. Termination. - Notwithstanding any other provision in this Agreement, the City may terminate this Agreement by providing written notice of termination to Go4Gold any time between March 1st and May 30th of any calendar year. Go4Gold may terminate this Agreement by providing written notice of termination to the City any time between March 1st and May 30th of any calendar year beginning in 2022. Go4Gold agrees to provide a 90-

day advance notice of termination. Upon such termination by either party, this Agreement becomes null, void, and of no effect and neither the City nor Go4Gold 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.

Go4Gold Skating Academy LLC, President

Date:_____ By _____
Lorie Charbonneau
Its President

CITY OF SHAKOPEE

Date: _____ By:_____
Its Mayor

By:_____
Its City Administrator

ATTACHMENT A

1. Schedule of payments, Ice Allocation and reserved dates/ times:

Year 1 (December 15, 2020- December 15, 2021)

a. Shakopee Skate School Beginners and Intermediates Ice Times:
Go4Gold Skating Academy will pay hourly based upon number of students enrolled in classes. (See chart below)

Enrolled Beginners	Enrolled Intermediates	Hourly Ice price
1 – 55	1 – 16	$200/hour
56- 65	17 - 22	$205/hour
66 - 75	23 - 28	$215/hour
76+	29+	$225/hour

b. Shakopee Skate School Elite Academy Monthly Rate:

Enrolled Elites	Payment
1 - 16	$5500/month
17 - 20	$6500/month
21 - 23	$7500/month
24 - 27	$8500/month
28 - 30	$9500/month
31 - 33	$10500/month
34 - 37	$12000/month
38 - 40	$13000/month
41+	$14000/month

c. Shakopee Skate School Monthly room rental rates:

i. Locker room 9: $4,000/year ($333/month)
ii. Hallway Coaches room: $2,000/year ($167/month)

Year 2-5

- 2.5% greater than the total annual amount for the previous year.

2. The City shall provide ice maintenance personnel.