Memorandum

TO: Anoka-Hennepin School Board and Superintendent Carlson

FROM: Chuck Holden
Chief Operations Officer

DATE: November 11th, 2013

RE: Anoka Ice Arena Contract

Attached for your review and approval is a contract between Anoka-Hennepin School District and the Anoka Ice Arena, located at 4111 Seventh Avenue N. in Anoka, for ice rental for the 2013-14 hockey season, subject to your approval.

If you have any questions, please contact me at 763-506-1175.

Enclosure
ICE RINK CONTRACT

This ice facility use agreement is made and entered into this 21st day of October, 2013 between the Anoka Ice Arena herein after referred to as (PROVIDER) and the Anoka-Hennepin School District, a tax exempt entity, herein after referred to as (USER). PROVIDER and USER agree to the following use of an ice skating facility located at 4111 - 7th Ave. N, Anoka, MN 55303, for the 2013-2014 Hockey Season.

1. SCHEDULE OF TIME: PROVIDER agrees to make ice time available to the USER at the time and dates shown on the attached ice use schedule for one of USER’S high schools. Such schedule may be amended from time to time upon the written agreement of both parties’ representatives.

2. RATES: USER agrees to pay the following rates for ice and arena usage:
   a. $180.00 Prime Ice Hourly Rate
   b. $180.00 Non Prime Hourly Rate
   c. $550.00 Arena Rental Fee for Games.
      (Note: do not include hourly ice charge in the arena rental fee for games. Include the charge for game ice time along with other ice time hourly rate charges)
   d. 40% PROVIDER Share of the proceeds of the Net Gate Receipts.

3. PRIME HOURS: Prime and Non-Prime Hours are described in the attached ice use schedule.

4. SERVICES: PROVIDER agrees to provide a useable ice surface, secure and clean locker facilities, parking facilities and, on the day of games, arena seating for spectators. In addition, on game dates, PROVIDER shall provide appropriate management, ticket seller(s), time/score keeper(s), zamboni driver(s) and security personnel as needed and any cleanup/maintenance staff required by PROVIDER. Appropriate staffing will be determined by agreement between the PROVIDER and the high school activity director.

5. PAYMENTS AND REMISSION OF GATE RECEIPTS: PROVIDER shall bill USER by submitting an itemized list of hourly practice and game ice usage to the high school which utilized the ice time. In addition, PROVIDER shall submit a full and complete accounting of the total gate receipts received by PROVIDER and pay to the school district an amount equal to the total gate receipts minus the arena rental fee and minus their percentage share of net gate receipts set forth in Section 2.d above or, if the gate receipts are less than the arena rental fee, bill USER the amount necessary to cover the arena rental fee.
Documentation of the gate receipts will be provided on the attached Gate Receipt Worksheet and will be calculated to include the value of the punch tickets presented at the gate.

Upon proper billing and documentation, USER will promptly pay PROVIDER, any required deposits and an amount equal to the number of hours of practice and game ice usage at the rate agreed to. The billing will include Gate Receipt Worksheets for any game(s) conducted during the billing period. If the School’s share on the Gate Receipt Worksheet(s) is a positive amount, the PROVIDER shall remit that amount as a payment to the school. If the School’s share on the Gate Receipt Worksheet is a negative amount, the PROVIDER shall submit that amount as a bill.

6. CANCELLATIONS: PROVIDER may cancel this agreement for any material default by the USER in the terms of this agreement. PROVIDER may also reschedule the dates or times of the scheduled ice usage upon five days written notice to the USER. PROVIDER shall not be held responsible for the cancellation of ice time for reasons beyond the reasonable control of PROVIDER, its agents or employees, such as but not limited to equipment failure, loss of power, severe weather or acts of God. In the event of such an occurrence, PROVIDER will attempt to reschedule USER’S ice times or USER may cancel and promptly receive a return of any fees paid.

7. ASSIGNMENT: If scheduled ice-time cannot be used by the USER, they shall promptly notify the PROVIDER in writing and the PROVIDER will attempt to reassign that time to another group. If the time cannot be assigned to another group, the USER will pay the charged for their scheduled time.

8. RULES AND REGULATIONS: USER agrees to use the facilities according to the Rules and Regulations of PROVIDER which will be adopted and posted from time to time within the facility.

9. SIGNAGE: USER recognizes that it does not have rights to post any signs without the express written consent of PROVIDER and any signs so consented shall conform to and be consistent with the sign usage policy of PROVIDER.

10. LIABILITY: USER acknowledges that PROVIDER has not asserted or accepted any responsibilities for supervision, security or control of USER’S property or activities. USER shall be solely responsible to provide security for its equipment kept on the premises and shall be solely responsible to provide supervision of its
students, staff and spectators, on and off the ice. PROVIDER shall be solely responsible for the actions of its employees and agents as provided in Article 4.

USER assumes all risks of personal injury arising from its usage of the facilities or any part connected or contiguous thereto which result from an act or failure to act on the part of the USER or others over whom it has supervisory responsibility. USER assumes responsibility for damages to the property of PROVIDER arising out of the negligence of USER under its performance of this agreement. PROVIDER will notify the USER of any damages and allow the USER a reasonable opportunity to review the damage before repairs are made. PROVIDER is responsible for the repair or replacement of PROVIDER’S property and will invoice the USER for the damages. USER’S obligation shall be to reimburse to PROVIDER the cost of labor and replacement of like-kind and quality equipment.

PROVIDER agrees to indemnify and hold harmless USER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of PROVIDER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of PROVIDER, excluding claims arising from USER’S performance under this agreement.

USER agrees to indemnify and hold harmless PROVIDER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of USER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of USER, excluding claims arising from PROVIDER’S performance under this agreement.

INSURANCE: Both USER and PROVIDER shall maintain liability insurance against claims for bodily injury, death or property damage occurring on or about the ice arena. Such insurance shall be written on an occurrence basis with a combined single limit of not less than $1,000,000 per occurrence. If the insurance policy is written on a "claims-made basis", the party will maintain coverage for a minimum of three years past the expiration of this agreement. The retroactive date of the policy shall be indicated on the certificate of insurance outlining coverage.

In addition, both parties shall name the other party as an additional insured with respect to its own operations on said policies of insurance. Both parties will maintain all workers compensation insurance required by law.
THIS CONTRACT AND ANY ATTACHED SCHEDULES OR SIGNED ADDENDUMS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN PROVIDER AND USER. THE UNDERSIGNED USER AGREES TO PURCHASE ALL HOURS OUTLINED IN THE ATTACHEDMENT. NO PROVISION OF THIS AGREEMENT MAY BE CHANGED, WAIVED OR TERMINATED UNLESS DONE IN WRITING AND EXECUTED BY BOTH PROVIDER AND USER.

USER:

Anoka-Hennepin School District #11
Date: ____________________________

PROVIDER:

Anoka Ice Arena
Date 12-24-13
Memorandum

TO: Anoka-Hennepin School Board and Superintendent Carlson

FROM: Chuck Holden
Chief Operations Officer

DATE: November 11th, 2013

RE: Andover Hockey Ice Lease Agreement

Attached for your consideration and approval is a lease agreement for ice time at the Andover Ice Arena, 15200 Hanson Blvd. NW, Andover, MN for our Andover HS hockey teams.

Anoka-Hennepin School District has leased ice time at this location, Andover Community Center Ice Arena, for boy's and girl's high school hockey practice and games. The renewal request is for the 2013-14 hockey season.

If you have any questions, please contact me at 763-506-1175.

Enclosure
ICE RINK CONTRACT

This ice facility use agreement is made and entered into this 21 day of October, 2013 between the Andover Community Center herein referred to as (PROVIDER) and the Anoka-Hennepin School District, a tax exempt entity, herein referred to as (USER). PROVIDER and USER agree to the following use of an ice skating facility located at 15200 Hanson Blvd. NW, Andover, MN 55304 for the 2013-2014 Hockey Season).

1. SCHEDULE OF TIME: PROVIDER agrees to make ice time available to the USER at the time and dates shown on the attached ice use schedule for one of USER’S high schools. Such schedule may be amended from time to time upon the written agreement of both parties’ representatives.

2. RATES: USER agrees to pay the following rates for ice and arena usage:
   
   a. $197.00 &n Prime Ice Hourly Rate
   b. $150.00 &n Non Prime Hourly Rate
   c. $375/625 &n Arena Rental Fee for Games.
   
   (Note: do not include hourly ice charge in the arena rental fee for games. Include the charge for game ice time along with other ice time hourly rate charges)

   d. 50 % PROVIDER Share of the proceeds of the Net Gate Receipts.

3. PRIME HOURS: Prime and Non-Prime Hours are described in the attached ice use schedule.

4. SERVICES: PROVIDER agrees to provide a useable ice surface, secure and clean locker facilities, parking facilities and, on the day of games, arena seating for spectators. In addition, on game dates, PROVIDER shall provide appropriate management, ticket seller(s), time/score keeper(s), zamboni driver(s) and security personnel as needed and any cleanup/maintenance staff required by PROVIDER. Appropriate staffing will be determined by agreement between the PROVIDER and the high school activity director.

5. PAYMENTS AND REMISSION OF GATE RECEIPTS: PROVIDER shall bill USER by submitting an itemized list of hourly practice and game ice usage to the high school which utilized the ice time. In addition, PROVIDER shall submit a full and complete accounting of the total gate receipts received by PROVIDER and pay to the school district an amount equal to the total gate receipts minus the arena rental fee and minus their percentage share of net gate receipts set forth in Section 2.d above or, if the gate receipts are less than the arena rental fee, bill USER the amount necessary to cover the arena rental fee.
Documentation of the gate receipts will be provided on the attached Gate Receipt Worksheet and will be calculated to include the value of the punch tickets presented at the gate.

Upon proper billing and documentation, USER will promptly pay PROVIDER, any required deposits and an amount equal to the number of hours of practice and game ice usage at the rate agreed to. The billing will include Gate Receipt Worksheets for any game(s) conducted during the billing period. If the School’s share on the Gate Receipt Worksheet(s) is a positive amount, the PROVIDER shall remit that amount as a payment to the school. If the School’s share on the Gate Receipt Worksheet is a negative amount, the PROVIDER shall submit that amount as a bill.

6. CANCELLATIONS: PROVIDER may cancel this agreement for any material default by the USER in the terms of this agreement. PROVIDER may also reschedule the dates or times of the scheduled ice usage upon five days written notice to the USER. PROVIDER shall not be held responsible for the cancellation of ice time for reasons beyond the reasonable control of PROVIDER, its agents or employees, such as but not limited to equipment failure, loss of power, severe weather or acts of God. In the event of such an occurrence, PROVIDER will attempt to reschedule USER’S ice times or USER may cancel and promptly receive a return of any fees paid.

7. ASSIGNMENT: If scheduled ice-time cannot be used by the USER, they shall promptly notify the PROVIDER in writing and the PROVIDER will attempt to reassign that time to another group. If the time cannot be assigned to another group, the USER will pay the charged for their scheduled time.

8. RULES AND REGULATIONS: USER agrees to use the facilities according to the Rules and Regulations of PROVIDER which will be adopted and posted from time to time within the facility.

9. SIGNAGE: USER recognizes that it does not have rights to post any signs without the express written consent of PROVIDER and any signs so consented shall conform to and be consistent with the sign usage policy of PROVIDER.

10. LIABILITY: USER acknowledges that PROVIDER has not asserted or accepted any responsibilities for supervision, security or control of USER’S property or activities. USER shall be solely responsible to provide security for its equipment kept on the premises and shall be solely responsible to provide supervision of its
students, staff and spectators, on and off the ice. PROVIDER shall be solely responsible for the actions of its employees and agents as provided in Article 4.

USER assumes all risks of personal injury arising from its usage of the facilities or any part connected or contiguous thereto which result from an act or failure to act on the part of the USER or others over whom it has supervisory responsibility. USER assumes responsibility for damages to the property of PROVIDER arising out of the negligence of USER under its performance of this agreement. PROVIDER will notify the USER of any damages and allow the USER a reasonable opportunity to review the damage before repairs are made. PROVIDER is responsible for the repair or replacement of PROVIDER’S property and will invoice the USER for the damages. USER’S obligation shall be to reimburse to PROVIDER the cost of labor and replacement of like-kind and quality equipment.

PROVIDER agrees to indemnify and hold harmless USER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of PROVIDER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of PROVIDER, excluding claims arising from USER’S performance under this agreement.

USER agrees to indemnify and hold harmless PROVIDER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of USER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of USER, excluding claims arising from PROVIDER’S performance under this agreement.

INSURANCE: Both USER and PROVIDER shall maintain liability insurance against claims for bodily injury, death or property damage occurring on or about the ice arena. Such insurance shall be written on an occurrence basis with a combined single limit of not less than $1,000,000 per occurrence. If the insurance policy is written on a “claims-made basis”, the party will maintain coverage for a minimum of three years past the expiration of this agreement. The retroactive date of the policy shall be indicated on the certificate of insurance outlining coverage.

In addition, both parties shall name the other party as an additional insured with respect to its own operations on said policies of insurance. Both parties will maintain all workers compensation insurance required by law.
THIS CONTRACT AND ANY ATTACHED SCHEDULES OR SIGNED ADDENDUMS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN PROVIDER AND USER. THE UNDERSIGNED USER AGREES TO PURCHASE ALL HOURS OUTLINED IN THE ATTACHEDMENT. NO PROVISION OF THIS AGREEMENT MAY BE CHANGED, WAIVED OR TERMINATED UNLESS DONE IN WRITING AND EXECUTED BY BOTH PROVIDER AND USER.

USER:

Anoka-Hennepin School District #11
Date: ______________________

PROVIDER:

[Signature]
[Title]
Date 10-21-13
Memorandum

TO: Anoka-Hennepin School Board and Superintendent Carlson

FROM: Chuck Holden
Chief Operations Officer

DATE: November 11th, 2013

RE: Coon Rapids Hockey Ice Lease Agreement

Attached for your consideration and approval is a lease agreement for ice time and office/locker space rental for Coon Rapids HS boys and girls hockey at The Coon Rapids Ice Arena, located at 11000 Crooked Lake Blvd. NW, Coon Rapids, MN 55433.

Anoka-Hennepin School District has leased ice time at this location for high school hockey practice and games. The renewal request is for the 2013-14 hockey season which runs from October 2013 thru March 2014.

If you have any questions, please contact me at 763-506-1175.

Enclosure
COON RAPIDS ICE CENTER CONTRACT

This ice facility use agreement is made and entered into this 11th day of November, 2013 between the City of Coon Rapids, a Minnesota municipal corporation, herein after referred to as (PROVIDER) and the Anoka-Hennepin Independent School District No. 11, a tax exempt entity, herein after referred to as (USER). PROVIDER and USER agree to the following use of an ice skating facility known as Coon Rapids Ice Center located at 11000 Crooked Lake Boulevard, Coon Rapids, MN 55433 for the period September 1, 2013 to August 31, 2014.

1. SCHEDULE OF TIME: PROVIDER agrees to make ice time available to the USER at the time and dates shown on the attached ice use schedule for one of USER’s high schools. Such schedule may be amended from time to time upon the written agreement of both parties’ representatives.

2. RATES: USER agrees to pay the following rates for Ice Center usage:
   a. $195.00 Prime Indoor Ice Hourly Rate
   b. $75.00 Outdoor Ice Hourly Rate
   c. NA Non Prime Hourly Rate
   d. $550.00 Indoor Ice or Outdoor Ice Rental Fee for Games.
   e. $10.00 per ice hour used (Locker Room Cleaning Fee)

(Note: do not include hourly ice charge in the Ice Center rental fee for games. Include the charge for game ice time along with other ice time hourly rate charges)

   e. 35% PROVIDER Share of the proceeds of the Net Gage Receipts.

3. PRIME HOURS: Prime and Non-Prime Hours are described in the attached ice use schedule.

4. SERVICES: PROVIDER agrees to provide a useable ice surface, secure and clean locker facilities, parking facilities and, on the day of games, Ice Center seating for spectators. In addition, on game dates, PROVIDER shall provide appropriate management, ticket seller(s), time/score keeper(s), penalty box attendant(s), Zamboni driver(s) and security personnel as needed and any cleanup/maintenance staff required by PROVIDER. Appropriate staffing will be determined by agreement between the PROVIDER and the high school activity director.

5. LOCKER ROOM CONDITION: User shall be entitled to exclusive use of certain locker rooms as determined by Provider during the term of this agreement. In exchange for exclusive use of the assigned locker rooms USER agrees to keep the locker rooms in a clean, safe and sanitary condition, free of debris, unsightly conditions and unreasonable odor. PROVIDER shall clean the locker rooms and bathrooms on a regular schedule as determined by PROVIDER. PROVIDER will furnish bathroom tissue and paper towels.
6. PROVIDER shall have the right to use the locker rooms for outside of the high school hockey season, said events will be coordinated with the USER. PROVIDER and USER will conduct a locker room inspection before and after each high school hockey season to evaluate locker room physical conditions.

7. COON RAPIDS ICE CENTER ACCESS: Keys and/or electronic access cards to the Ice Center and/or locker rooms are the exclusive property of the City of Coon Rapids and will be issued as deemed necessary by Ice Center management to USER’s approved coaches. Keys and/or access cards must be signed for at the beginning of each High School season and returned no later than two weeks after the last day of the season. Keys and/or electronic access cards may not be duplicated by USER or any of USER’s coaches or personnel. Duplication of keys and/or electronic access cards or other security breaches may be considered a breach of this agreement and, in addition to other remedies, may result in restriction or loss of after hours access privileges. If PROVIDER determines that a breach of security has resulted due to a violation of this paragraph PROVIDER may change the locks or change electronic access codes to the Ice Center at USER’s expense.

8. ANCILLARY USE OF FACILITIES: PROVIDER will allow USER and the USER’s hockey booster clubs (Boys and Girls) reasonable access to and use of the Ice Center training and meeting rooms for activities ancillary to the USER’s ice hockey activities without charge. Ancillary uses are defined as parent meetings, team meetings when a coach is present, booster club meetings, and booster club-sponsored team meals. PROVIDER will also allow USER access to and use of Multi-use Training Rooms 1 and 2 and the shooting station without charge as an ancillary use. USER and USER’s booster clubs shall have exclusive access to and use of the Graber Skybox without charge for four home hockey games to accommodate parents’ and seniors’ night activities as an ancillary use. USER and USER’s booster club shall have use of appropriate space, as determined by the PROVIDER, without expense to conduct two “youth nights” per season. USER and USER’s booster clubs will be allowed to bring food and beverages into the skybox during parents’ and seniors’ nights but agree not to do so in a manner that competes with PROVIDER’s concession stand. Ancillary use of the facilities must be scheduled with PROVIDER in advance. PROVIDER has discretion to assign use of rooms or to modify room assignments to accommodate other priority or paid users. USER agrees to keep the facilities in a clean and orderly condition and in at least as good a condition as existed prior to USER’s ancillary use. USER agrees to pay for the actual costs of clean up as determined by PROVIDER if the PROVIDER determines the ancillary requires additional cleaning services.

9. PAYMENTS AND REMISSION OF GATE RECEIPTS: PROVIDER shall bill USER by submitting an itemized list of hourly practice and game ice usage to the high school which utilized the ice time. In addition, PROVIDER shall submit a full and complete accounting of the total gate receipts received by PROVIDER and pay to the school district an amount equal to the total gate receipts minus the Ice Center rental fee and minus their percentage share of net gate receipts set forth in Section 2e above or, if the gate receipts are less than the Ice Center rental fee, bill USER the amount necessary to cover the Ice Center rental fee. Documentation of
the gate receipts will be provided on the attached Gate Receipt Worksheet and will be calculated to include the value of the punch tickets presented at the gate.

Upon proper billing and documentation, USER will promptly pay PROVIDER, any required deposits and an amount equal to the number of hours of practice and game ice usage at the rate agreed to. The billing will include Gate Receipt Worksheets for any game(s) conducted during the billing period. If the School’s share on the Gate Receipt Worksheet(s) is a positive amount, the PROVIDER shall remit that amount as a payment to the school. If the School’s share on the Gate Receipt Worksheet is a negative amount, the PROVIDER shall submit that amount as a bill.

10. CANCELLATIONS: PROVIDER may cancel this agreement for any material default by the USER in the terms of this agreement. PROVIDER may also reschedule the dates or times of the scheduled ice usage upon five days written notice to the USER. PROVIDER shall not be held responsible for the cancellation of ice time for reasons beyond the reasonable control of PROVIDER, its agents or employees, such as but not limited to equipment failure, loss of power, severe weather or acts beyond PROVIDER’S control. In the event of such an occurrence, PROVIDER will attempt to reschedule USER’S ice times or USER may cancel and promptly receive a return of any fees paid.

11. ASSIGNMENT: If scheduled ice-time cannot be used by the USER, they shall promptly notify the PROVIDER in writing and the PROVIDER will attempt to reassign that time to another group. If the time cannot be assigned to another group, the USER will pay the charged fees for their scheduled time.

12. RULES AND REGULATIONS: USER agrees to use the facilities according to the Rules and Regulations of PROVIDER which will be adopted and posted from time to time within the facility.

13. SIGNAGE: USER recognizes that it does not have rights to post any signs without the express written consent of PROVIDER and any signs so consented shall conform to and be consistent with the sign usage policy of PROVIDER.

14. LIABILITY: USER acknowledges that PROVIDER has not asserted or accepted any responsibilities for supervision, security or control of USER’S property or activities. USER shall be solely responsible to provide security for its equipment kept on the premises and shall be solely responsible to provide supervision of its students, staff and spectators, on and off the ice. PROVIDER shall be solely responsible for the actions of its employees, agents and invitees as provided in Article 4.

USER assumes all risks of personal injury arising from its usage of the Ice Center or any part connected or contiguous thereto which result from an act or failure to act on the part of the USER or others over whom it has supervisory responsibility. USER assumes responsibility for damages to the property of PROVIDER arising out of the negligence of USER under its performance of this agreement. PROVIDER will notify the USER of any damages and allow the USER a reasonable opportunity to review the damage before repairs are made. PROVIDER is
responsible for the repair or replacement of PROVIDER’S property and will invoice the USER
for the damages. USER’S obligation shall be to reimburse to PROVIDER the cost of labor and
replacement of like-kind and quality equipment.

PROVIDER agrees to indemnify and hold harmless USER from and against all claims,
costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any
negligent or wrongful act or omission of PROVIDER, its licensees, agents, or employees; or (ii)
arising from any accident, injury, including death, or damage to any person or property occurring
on the premises and caused by the negligence or other wrongful conduct of PROVIDER,
excluding claims arising from USER’S performance under this agreement. This paragraph shall
not act as a waiver of any tort liability caps or legal immunities that may exist to protect the
PROVIDER.

USER agrees to indemnify and hold harmless PROVIDER from and against all claims,
costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any
negligent or wrongful act or omission of USER, its licensees, agents, or employees; or (ii) arising
from any accident, injury, including death, or damage to any person or property occurring on the
premises and caused by the negligence or other wrongful conduct of USER, excluding claims
arising from PROVIDER’S performance under this agreement.

INSURANCE: Both USER and PROVIDER shall maintain liability insurance against
claims for bodily injury, death or property damage occurring on or about the Ice Center. Such
insurance shall be written on an occurrence basis with a combined single limit of not less than
$1,000,000 per occurrence. If the insurance policy is written on a “claims-made basis”, the party
will maintain coverage for a minimum of three years past the expiration of this agreement. The
retroactive date of the policy shall be indicated on the certificate of insurance outlining coverage.

In addition, both parties shall name the other party as an additional insured with respect
to its own operations on said policies of insurance. Both parties will maintain all workers
compensation insurance required by law.

THIS CONTRACT AND ANY ATTACHED SCHEDULES OR SIGNED
ADDENDUMS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN PROVIDER AND
USER. THE UNDERSIGNED USER AGREES TO PURCHASE ALL HOURS OUTLINED
IN THE ATTACHEDMENT. NO PROVISION OF THIS AGREEMENT MAY BE
CHANGED, WAIVED OR TERMINATED UNLESS DONE IN WRITING AND EXECUTED
BY BOTH PROVIDER AND USER.

Dated: ____________________________ USER:

ANOKA-HENNEPIN SCHOOL
DISTRICT NO. 11

By: ______________________________ ITS:

[Signatures continue on following page]
Dated: ____________________________

PROVIDER:

CITY OF COON RAPIDS

By: ________________________________
    Tim Howe, Mayor

By: ________________________________
    Steve Gatlin, City Manager

Approved as to form:

By: ________________________________
    David J. Brodie, City Attorney
Memorandum

TO: Anoka-Hennepin School Board and Superintendent Carlson

FROM: Chuck Holden
Chief Operations Officer

DATE: November 11th, 2013

RE: Champlin Hockey Ice Lease Agreement

Attached for your consideration and approval is a lease agreement for ice time and office/locker space rental at The Ice Forum in Champlin for Champlin Park High School hockey teams.

Anoka-Hennepin School District has leased ice time at this location for high school hockey practice and games. The renewal request is for the 2013-14 hockey season which runs from October 2013 thru March 2014.

If you have any questions, please contact me at 763-506-1175.

Enclosure
Ice Forum at Champlin Locker Room Lease

This Lease Agreement ("Lease") is entered into this 11th day of November, 2013 between the City of Champlin ("Lessor"), and Anoka Hennepin School District 11, ("Lessee"), a non-profit and tax exempt organization existing under the laws of the State of Minnesota.

Lessor is the owner of real property and the improvements made thereon located at 12165 Ensign Ave N., in the City of Champlin, Hennepin County, State of Minnesota, commonly known as the Ice Forum (the" Property").

Lessee desires to lease from Lessor and Lessor desires to lease to Lessee the following property:

The Boys’ Varsity Locker Room and Coach’s office within the Ice Forum at Champlin, 12165 Ensign Ave N., Champlin, Minnesota 55316 (the “Leased Premises”).

THEREFORE, in consideration of the payment of rent and the keeping and performance of the conditions and promises set forth in this Lease, the adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Lease of Premises:** Lessor leases to Lessee and Lessee leases from Lessor the Leased Premises on the terms and conditions set forth in this Lease.

2. **Term:** The Lease will commence on October 7, 2013, and will continue until __October 7, 2014__.

3. **Use of Leased Premises:**

   a. The Lessee agrees to use and occupy the Leased Premises for the sole purpose of storing equipment and conducting seasonal hockey activities during the term of the high school boys hockey season.

   b. Lessee agrees not to use, nor permit any portion of the Leased Premises to be used, for any illegal purpose or for any purpose that would cause an increase in or cancellation of the existing rate of insurance on the Property.
c. At the termination or expiration of this Lease, Lessee agrees to surrender the Leased Premises in a neat and orderly condition and in as good of condition as exists at the time of the commencement of this Lease, reasonable wear and tear accepted, not including intentional damage and vandalism caused by Lessee or its assigns.

4. Rent: The Lessee agrees to pay to Lessor as rent for the Leased Premises a flat rate of two thousand six hundred dollars and no cents ($2,600.00) per high school boys hockey season. Lessee will pay rent in advance on October 7, 2013. The agreed rental amount includes reasonable use of water, gas, sewer, electricity and other utilities used by Lessee in connection with the Leased Premises. Any utilities used in excess of a reasonable amount will be paid by Lessee in addition to the flat rental fee.

5. Damage Deposit: The Lessee and Lessor agree to waive a damage deposit. Lessee agrees to reimburse Lessor the cost of time and materials to repair damage done by Lessee.

6. Insurance:

Both parties will maintain liability insurance against claims for bodily injury, death or property damage occurring on or about the Ice Forum. Such insurance will be written on an occurrence basis with a combined single limit of not less than $1,000,000 per occurrence. If the insurance policy is written on a “claims-made basis”, the party will maintain coverage for a minimum of three years past the expiration of this agreement. The retroactive date of the policy shall be indicated on the certificate of insurance outlining coverage. In addition, District 11 will name the City as an additional insured with respect to its own operation on said policies of insurance. Both parties will maintain all workers compensation insurance required by law.

7. Maintenance, Repair, Improvements and Alterations:

a. Lessee agrees to maintain the Leased Premises, meaning keep it free from waste and debris. Lessee further agrees to take such other necessary actions as required to ensure the Leased Premises will be surrendered in a neat and orderly condition and in as good of condition as exists at the time of the commencement of this lease, reasonable wear and tear accepted, not including intentional damage and vandalism caused by Lessee in accordance with Section 3(c) of this Agreement.

b. Lessee agrees to not make or suffer to be made any alterations or improvements of any part of the Leased Premises without prior consent of the Lessor.

c. The Lessor agrees to maintain and repair the entire sewer and water extensions, sinks, and other equipment installed, electrical installations and the structures subject to Section 7(d) of this Agreement.

d. If any maintenance, repair, improvement or alteration is conducted by Lessor because of negligence or fault of Lessee or its assigns, Lessor may collect payment of such
maintenance, repair, improvement or alteration from Lessee after allowing Lessee a reasonable opportunity for review of the damage before any such changes are made.

8. Access to Leased Premises:
   
a. During the term of the Lease, Lessor will turn over to Lessee one set of keys which will allow Lessee to access all Leased Premises. Lessee will not in any way duplicate or permit duplication of such keys. In the event such keys become lost or inoperable due to fault of Lessee, Lessee will be responsible for any replacement cost and any re-keying fees incurred, if applicable.

b. Subject to reasonable prior oral notice, Lessor and its authorized representatives have the right to enter the Leased Premises for the purpose of inspection, making repairs, additions or alterations, and for exhibiting the same to prospective tenants or purchasers.

9. Covenant to Hold Harmless:
   
a. Lessee acknowledges that Lessor has not asserted or accepted any responsibility for supervision, security or control of Lessee’s property or activities conducted on the Property or any part connected or contiguous thereto. Lessee is solely responsible to provide security for its equipment kept on the Property and shall be solely responsible to provide supervision of its students, staff and spectators, in and out of the Leased Premises.

b. Lessee’s athletes and coaching staff assume all risks of personal injury arising from its usage of the Leased Premises or any part connected or contiguous thereto which result from an act or failure to act on the part of Lessee or others over whom it has supervisory responsibility.

c. Lessee assumes responsibility for damages to the Leased Premises or any part connected or contiguous thereto arising out of negligence or fault of Lessee under its performance of this Agreement and agrees to pay for any such damage in accordance with Section 7(d) of this Agreement.

d. Lessee agrees to indemnify and hold harmless Lessor from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i.) any negligent or wrongful act or omission of Lessee, its staff, athletes, licensees, agents, employees, or others over whom it has supervisory responsibility: or (ii.) any accident, injury, death or damage, to any person or property occurring in the Leased Premises or any part connected or contiguous thereto and caused by the negligence or other wrongful conduct of Lessee, its staff, athletes, licensees, agents, employees, or others over whom it has supervisory responsibility, excluding claims arising from the Lessor’s performance under this Lease.
e. Lessor agrees to indemnify and hold harmless Lessee from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i.) any negligent or wrongful act or omission of Lessor, its licensees, agents, or employees: or (ii.) any accident, injury, death, or damage to any person or property occurring in the Leased Premises or any part connected or contiguous thereto and caused by the negligence or other wrongful conduct of Lessor, its licensees, agents, or employees, excluding claims arising from Lessee's performance under this Lease.

10. **Breach:** If Lessee breaches any covenant of this Lease, Lessor may, at its option, declare this Lease forfeited and re-enter the Leased Premises, with or without process of law and take possession.

11. **Abandonment:** At the earliest of either the termination or expiration of this Lease or the completion of the high school boys' hockey season, Lessee shall have five (5) business days to remove all personal property owned by Lessee from the Property. Any personal property remaining on the Property after such time will, at the option of Lessor, be deemed abandoned and Lessor may dispose of as it deems fit.

12. **Damage or Destruction:** If during the term of this Lease the Leased Premises or Property are damaged by fire or other casualty, not arising from fault or negligence of Lessee or its assigns, so that the Leased Premises or Property is rendered unfit for use, then either Lessee or Lessor may terminate this Lease upon thirty (30) days written notice to the other. Further, should such occur, Lessor agrees to return a pro rata portion of the rental fee to Lessee within a reasonable time after the termination of the Lease.

13. **Assignment and Subletting:** Lessee agrees to not assign this Lease or any interest in this Lease, to not sublet the Leased Premises or any part of them, or any right or privilege appurtenant to them, or permit any person other than the agents and servants of Lessor to occupy or use the Leased Premises without prior written consent of the Lessor, which may be unreasonably withheld.

14. **Notice:** Whenever this Lease requires notice to be given by either party to the other, except where oral notice is allowed, the notice must be given in writing and sent by certified mail, addressed as follows:

   If to Lessee: **Anoka Hennepin School District 11, 2727 North Ferry St. Anoka, MN. 55303**

   If to Lessor: Parks and Recreation Facilities Manager; 11955 Champlin Dr., Champlin, MN 55316.

15. **Miscellaneous:**
a. It is agreed that no assent, express or implied, to any breach of anyone or more of the covenants or agreements herein contained will be deemed or taken to be a waiver of any succeeding or other breach.

b. Severance: If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the provisions of this Lease will remain in full force and will in no way be affected, impaired or invalidated.

c. No Oral Agreements: This Lease includes in full each agreement of every kind between the parties concerning the Leased Premises, and all preliminary negotiations and agreements of any kind or nature are merged in this Lease. There are no oral agreements or implied covenants in connection with this Lease. Any modifications to the Lease must be made in writing, signed by both parties.

d. Governing Law: This Lease is governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto agree the day and year first above written.

City of Champlin, Lessor
11955 Champlin Dr.
Champlin, MN. 55316

By Its: Parks and Facilities Manager

Charles Lehn

Anoka Hennepin School District 11, Lessee
2727 North Ferry St.
Anoka, MN. 55303

By Its School Board Clerk
Champlin Ice Forum Locker Room Lease

This Lease Agreement ("Lease") is entered into this \[\text{11th} \text{ day of } \text{November}, \text{ 2013} \] between the City of Champlin ("Lessor"), and Anoka Hennepin School District 11, ("Lessee"), a non-profit and tax exempt organization existing under the laws of the State of Minnesota.

Lessor is the owner of real property and the improvements made thereon located at 12165 Ensign Ave N., in the City of Champlin, Hennepin County, State of Minnesota, commonly known as the Champlin Ice Forum (the” Property”).

Lessee desires to lease from Lessor and Lessor desires to lease to Lessee the following property:

The Girls’ Varsity Locker Room and Coach’s office within the Ice Forum at Champlin, 12165 Ensign Ave N., Champlin, Minnesota 55316 (the “Leased Premises”).

THEREFORE, in consideration of the payment of rent and the keeping and performance of the conditions and promises set forth in this Lease, the adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Lease of Premises:** Lessor leases to Lessee and Lessee leases from Lessor the Leased Premises on the terms and conditions set forth in this Lease.

2. **Term:** The Lease will commence on October 7, 2013, and will continue until _October 7, 2014__

3. **Use of Leased Premises:**
   a. The Lessee agrees to use and occupy the Leased Premises for the sole purpose of storing equipment and conducting seasonal hockey activities during the term of the high school girls hockey season.

   b. Lessee agrees not to use, nor permit any portion of the Leased Premises to be used, for any illegal purpose or for any purpose that would cause an increase in or cancellation of the existing rate of insurance on the Property.
c. At the termination or expiration of this Lease, Lessee agrees to surrender the Leased Premises in a neat and orderly condition and in as good of condition as exists at the time of the commencement of this Lease, reasonable wear and tear accepted, not including intentional damage and vandalism caused by Lessee or its assigns.

4. **Rent:** The Lessee agrees to pay to Lessor as rent for the Leased Premise a flat rate of two thousand six hundred dollars and no cents ($2,600.00) per high school girls hockey season. Lessee will pay rent in advance on October 7, 2013. The agreed rental amount includes reasonable use of water, gas, sewer, electricity and other utilities used by Lessee in connection with the Leased Premises. Any utilities used in excess of a reasonable amount will be paid by Lessee in addition to the flat rental fee.

5. **Damage Deposit:** The Lessee and Lessor agree to waive a damage deposit. Lessee agrees to reimburse Lessor the cost of time and materials to repair all damage done by Lessee.

6. **Insurance:**

Both parties will maintain liability insurance against claims for bodily injury, death or property damage occurring on or about the Ice Forum. Such insurance will be written on an occurrence basis with a combined single limit of not less than $1,000,000 per occurrence. If the insurance policy is written on a “claims-made basis”, the party will maintain coverage for a minimum of three years past the expiration of this agreement. The retroactive date of the policy shall be indicated on the certificate of insurance outlining coverage. In addition, District 11 will name the City as an additional insured with respect to its own operation on said policies of insurance. Both parties will maintain all workers compensation insurance required by law.

7. **Maintenance, Repair, Improvements and Alterations:**

a. Lessee agrees to maintain the Leased Premises, meaning keep it free from waste and debris. Lessee further agrees to take such other necessary actions as required to ensure the Leased Premises will be surrendered in a neat and orderly condition and in as good of condition as exists at the time of the commencement of this lease, reasonable wear and tear accepted, not including intentional damage and vandalism caused by Lessee in accordance with Section 3(c) of this Agreement.

b. Lessee agrees to not make or suffer to be made any alterations or improvements of any part of the Leased Premises without prior consent of the Lessor.

c. The Lessor agrees to maintain and repair the entire sewer and water extensions, sinks, and other equipment installed, electrical installations and the structures subject to Section 7(d) of this Agreement.
d. If any maintenance, repair, improvement or alteration is conducted by Lessor because of negligence or fault of Lessee or its assigns, Lessor may collect payment of such maintenance, repair, improvement or alteration from Lessee after allowing Lessee a reasonable opportunity for review of the damage before any such changes are made.

8. Access to Leased Premises:

a. During the term of the Lease, Lessor will turn over to Lessee one set of keys which will allow Lessee to access all Leased Premises. Lessee will not in any way duplicate or permit duplication of such keys. In the event such keys become lost or inoperable due to fault of Lessee, Lessee will be responsible for any replacement cost and any re-keying fees incurred, if applicable.

b. Subject to reasonable prior oral notice, Lessor and its authorized representatives have the right to enter the Leased Premises for the purpose of inspection, making repairs, additions or alterations, and for exhibiting the same to prospective tenants or purchasers.

9. Covenant to Hold Harmless:

a. Lessee acknowledges that Lessor has not asserted or accepted any responsibility for supervision, security or control of Lessee’s property or activities conducted on the Property or any part connected or contiguous thereto. Lessee is solely responsible to provide security for its equipment kept on the Property and shall be solely responsible to provide supervision of its students, staff and spectators, in and out of the Leased Premises.

b. Lessee’s athletes and coaching staff assume all risks of personal injury arising from its usage of the Leased Premises or any part connected or contiguous thereto which result from an act or failure to act on the part of Lessee or others over whom it has supervisory responsibility.

c. Lessee assumes responsibility for damages to the Leased Premises or any part connected or contiguous thereto arising out of negligence or fault of Lessee under its performance of this Agreement and agrees to pay for any such damage in accordance with Section 7(d) of this Agreement.

d. Lessee agrees to indemnify and hold harmless Lessor from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i.) any negligent or wrongful act or omission of Lessee, its staff, athletes, licensees, agents, employees, or others over whom it has supervisory responsibility: or (ii.) any accident, injury, death or damage, to any person or property occurring in the Leased Premises or any part connected or contiguous thereto and caused by the negligence or other wrongful conduct of Lessee, its staff, athletes, licensees, agents, employees, or others over whom it
has supervisory responsibility, excluding claims arising from the Lessor’s performance under this Lease.

e. Lessor agrees to indemnify and hold harmless Lessee from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i.) any negligent or wrongful act or omission of Lessor, its licensees, agents, or employees: or (ii.) any accident, injury, death, or damage to any person or property occurring in the Leased Premises or any part connected or contiguous thereto and caused by the negligence or other wrongful conduct of Lessor, its licensees, agents, or employees, excluding claims arising from Lessee’s performance under this Lease.

10. **Breach:** If Lessee breaches any covenant of this Lease, Lessor may, at its option, declare this Lease forfeited and re-enter the Leased Premises, with or without process of law and take possession.

11. **Abandonment:** At the earliest of either the termination or expiration of this Lease or the completion of the high school girls hockey season, Lessee shall have five (5) business days to remove all personal property owned by Lessee from the Property. Any personal property remaining on the Property after such time will, at the option of Lessor, be deemed abandoned and Lessor may dispose of as it deems fit.

12. **Damage or Destruction:** If during the term of this Lease the Leased Premises or Property are damaged by fire or other casualty, not arising from fault or negligence of Lessee or its assigns, so that the Leased Premises or Property is rendered unfit for use, then either Lessee or Lessor may terminate this Lease upon thirty (30) days written notice to the other. Further, should such occur, Lessor agrees to return a pro rata portion of the rental fee to Lessee within a reasonable time after the termination of the Lease.

13. **Assignment and Subletting:** Lessee agrees to not assign this Lease or any interest in this Lease, to not sublet the Leased Premises or any part of them, or any right or privilege appurtenant to them, or permit any person other than the agents and servants of Lessor to occupy or use the Leased Premises without prior written consent of the Lessor, which may be unreasonably withheld.

14. **Notice:** Whenever this Lease requires notice to be given by either party to the other, except where oral notice is allowed, the notice must be given in writing and sent by certified mail, addressed as follows:

If to Lessee:

If to Lessor: Parks and Recreation Facilities Manager; 11955 Champlin Dr., Champlin, MN 55316.
15. Miscellaneous:

a. It is agreed that no assent, express or implied, to any breach of anyone or more of the covenants or agreements herein contained will be deemed or taken to be a waiver of any succeeding or other breach.

b. Severance: If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the provisions of this Lease will remain in full force and will in no way be affected, impaired or invalidated.

c. No Oral Agreements: This Lease includes in full each agreement of every kind between the parties concerning the Leased Premises, and all preliminary negotiations and agreements of any kind or nature are merged in this Lease. There are no oral agreements or implied covenants in connection with this Lease. Any modifications to the Lease must be made in writing, signed by both parties.

d. Governing Law: This Lease is governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto agree the day and year first above written.

City of Champlin, Lessor
11955 Champlin Dr.
Champlin, MN. 55316

By Its: Parks and Facilities Manager
Charles Lehn

Anoka Hennepin School District 11, Lessee
2727 North Ferry St.
Anoka, MN. 55303

By Its ________________________________
Ice and Facility Rental Agreement

This ice and facility rental agreement ("the Agreement") is entered into this 11th day of November, 2013, between the City of Champlin ("City"), and Anoka-Hennepin School District 11 ("District 11"), a tax exempt entity existing under the laws of the State of Minnesota.

City is the owner of real property and the improvements made thereon located at 12165 Ensign Ave N., in the City of Champlin, Hennepin County, State of Minnesota, commonly known as the Ice Forum (the "Ice Forum" or the "Facility")

District 11 desires to rent from City and City desires to rent to District 11 certain portions of the Ice Forum at specified times.

THEREFORE, in consideration the keeping and performance of the conditions and promises set forth in this Agreement, the adequacy of which are hereby acknowledged, the parties agree as follows:

1. Schedule of Time: The City agrees to rent to District 11’s high school boys and girls hockey teams certain portions of the Ice Forum at the times and dates shown on the attached Ice Use Schedule and in accordance with the terms of this Agreement. Such schedule may be amended from time to time upon the written agreement of both parties’ representatives, or as deemed necessary at the discretion of the Ice Forum Manager.

2. Term: This agreement will commence on ___October 14, 2013_____ and will continue until ___October 13, 2014___________________.

3. Rates: District 11 agrees to pay the following rates for ice and facility usage:

   a. Ice Rental: $200.00 per hour.

   b. Facility Rental: $350.00 / game for Girls games, and $450.00/game for Boys games as flat rental fees hosted at the Facility. (Note: This fee is above and beyond the hourly ice rental rate as listed in Section 3(a) of this Agreement.).

   c. Gate Receipts: _____ 40% of the net gate receipts for games hosted at the Facility. (Note: This fee is above and beyond the hourly ice rental rate as listed in Section 3(a) of this Agreement.).

   d. All rates will be billed in accordance with Section 5 of this Agreement.
4. **Prime Hours:** Prime hours are described in the attached Ice Use Schedule.

5. **Billing, Payments and Remission of Rates:**
   
   a. *Ice Rental:* The City will bill District 11 for ice rental fees by submitting an itemized list of hourly practice and game ice usage to the high school which utilized the ice time.
   
   b. *Facility Rental and Gate Receipts:* The City will submit a full and complete accounting of the total gate receipts collected during any game hosted at the Facility and pay to District 11 an amount equal to the total gate receipts minus the Facility Rental fee and minus the City’s Gate Receipt share. If the gate receipts are less than the Facility Rental fee, the City will bill District 11 for the deficit. Documentation of the gate receipts will be provided on the attached Gate Receipt Worksheet and will be calculated to include the value of any punch tickets presented at the gate.
   
   c. Upon proper billing and remittance of documentation by City, District 11 will promptly pay the City the amount billed.
   
   d. If District 11’s share of the gate receipts exceeds the amount due to the City, the City will, within a reasonable time of the accounting, remit such amount to the high school which utilized the Facility.

6. **Use of Facility:**
   
   a. District 11 agrees to use and occupy the Facility solely for the purpose of conducting seasonal hockey activities in accordance with the terms of this Agreement.
   
   b. District 11 agrees not to use, nor permit any portion of the Facility to be used, for any illegal purpose or for any purpose that would cause an increase in or cancellation of the existing rate of insurance on the Facility.
   
   c. District 11 agrees to use the Facility according to the Rules and Regulations of the City of Champlin, which will be adopted and posted from time to time within the Ice Forum.

7. **Insurance:** Both parties will maintain liability insurance against claims for bodily injury, death or property damage occurring on or about the Ice Forum. Such insurance will be written on an occurrence basis with a combined single limit of not less than $1,000,000 per occurrence. If the insurance policy is written on a “claims-made basis”, the party will maintain coverage for a minimum of three years past the expiration of this agreement. The retroactive date of the policy shall be indicated on the certificate of insurance outlining coverage. In addition, District 11 will name the City as an additional insured with respect to its own operation on said policies of insurance. Both parties will maintain all workers compensation insurance required by law.
8. Services: In exchange for the rental rates set forth in Section 3 of this Agreement, the City agrees to provide a useable ice surface, secure and clean locker facilities, and parking facilities. On game days the City will also provide facility seating for spectators, appropriate management, ticket seller(s), time/second keeper(s), Zamboni driver(s), and security personnel as needed. Cleanup on game days will be provided by the City.

9. Covenant to Hold Harmless:

   a. District 11 acknowledges that the City has not asserted or accepted any responsibility for supervision, security or control of District 11’s property or activities conducted on the Facility or any part connected or contiguous thereto. District 11 is solely responsible to provide security for its equipment kept in the Facility and shall be solely responsible to provide supervision of its students, staff and spectators, on and off the ice.

   b. District 11’s athletes and coaching staff assume all risks of personal injury arising from its usage of the Facility or any part connected or contiguous thereto which result from an act or failure to act on the part of District 11 or others over whom it has supervisory responsibility.

   c. District 11 assumes responsibility for damages to the Facility or any part connected or contiguous thereto arising out of negligence or fault of District 11 under its performance of this Agreement. The City will notify District 11 of any damages and allow a reasonable opportunity for review of the damage before repairs are made. The City is responsible for the repair or replacement of facility property and will invoice District 11 for the damages. District 11’s obligation will be to reimburse to the City for the cost of labor and replacement of like-kind and quality of equipment and materials.

   d. District 11 agrees to indemnify and hold harmless the City from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i.) any negligent or wrongful act or omission of District 11, its staff, athletes, licensees, agents, employees, or others over whom it has supervisory responsibility: or (ii.) any accident, injury, death or damage, to any person or property occurring in the Facility or any part connected or contiguous thereto and caused by the negligence or other wrongful conduct of District 11, its staff, athletes, licensees, agents, employees, or others over whom it has supervisory responsibility, excluding claims arising from the City’s performance under this Agreement.

   e. The City agrees to indemnify and hold harmless District 11 from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i.) any negligent or wrongful act or omission of the City, its licensees, agents, or employees: or (ii.) any accident, injury, death, or damage to any person or property occurring in the Facility or any part connected or contiguous thereto and caused by the negligence or other wrongful conduct of the City, its licensees, agents, or employees, excluding claims arising from District 11’s performance under this Agreement.
10. Cancellations: The City shall not be held responsible for the cancellation of ice time for reasons beyond the reasonable control of the City, its agents or employees, such as but not limited to equipment failure, loss of power, severe weather, or other acts of God. In the event of such an occurrence, the City will attempt to reschedule District 11 ice times or District 11 may cancel and receive a return of any fees paid but not yet used.

11. Breach: The City may cancel this agreement for any material breach by District 11 of the terms of this agreement.

12. Damage or Destruction: If during the term of this Agreement the Facility is damaged by fire or other casualty, not arising from fault or negligence of District 11 or its assigns, so that the Facility is rendered unfit for use, then either District 11 or the City may terminate this Agreement upon thirty (30) days written notice to the other. Further, should such occur, the City agrees to return any rates paid in accordance with Section 3 of this Agreement but not yet used.

13. Assignment: If scheduled ice time cannot be used by District 11, they agree to promptly notify the City in writing as early as feasibly possible, and the City will reasonably attempt to assign that time to another group. If the time cannot be assigned to another group, District 11 agrees to pay for its originally scheduled time(s). District 11 agrees to not assign or otherwise transfer its interest in its scheduled ice time in any other manner than the process set forth in this section.

14. Signage: District 11 recognizes that it does not have rights to post any signs without the express written consent of the City, and any signs so consented will conform to and be consistent with the sign usage policy of the City of Champlin.

15. Notice: Whenever this Agreement requires notice to be given by either party to the other, except where oral notice is allowed, the notice must be given in writing and sent by certified mail, addressed as follows:

If to District 11: [insert title and address address]

If to the City: City Administrator; 11955 Champlin Dr. Champlin, Mn. 55316

16. Miscellaneous:

a. It is agreed that no assent, express or implied, to any breach of anyone or more of the covenants or agreements herein contained will be deemed or taken to be a waiver of any succeeding or other breach.

b. Severance: If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the provisions of this Agreement will remain in full force and will in no way be affected, impaired or invalidated.
c. No Oral Agreements: This Agreement includes in full each agreement of every kind between the parties concerning the Facility, and all preliminary negotiations and agreements of any kind or nature are merged in this Agreement. There are no oral agreements or implied covenants in connection with this Agreement. Any modifications to the Agreement must be made in writing, signed by both parties.

d. Governing Law: This Agreement is governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto agree the day and year first above written.

City of Champlin  
11955 Champlin Dr.  
Champlin, Mn. 55316

By Its: City Administrator

______________________________
Bret Heitkamp

Date: _________________________

Anoka Hennepin School District 11  
2727 North Ferry St.  
Anoka, Mn. 55303

By Its: _______________________

[insert name]

Date: _________________________
Memorandum

TO: Anoka-Hennepin School Board and Superintendent Carlson

FROM: Chuck Holden
       Chief Operations Officer

DATE: November 11th, 2013

RE: Fogerty Ice Arena Lease Agreement

Attached for your consideration and approval is a lease agreement for ice time at Fogerty Ice Arena, 9250 Lincoln St NE, Blaine, MN.

Anoka-Hennepin School District has leased ice time at this location for the Blaine High School hockey practices and games. The renewal request is for the 2013-14 hockey season which runs from October 2013 thru March 2014.

If you have any questions, please contact me at 763-506-1175.

Enclosure
ICE RINK CONTRACT

This ice facility use agreement is made and entered into this 14th day of October, 2013 between the Fogerty Ice Arena, herein after referred to as (PROVIDER) and the Anoka-Hennepin School District, a tax exempt entity, herein after referred to as (USER). PROVIDER and USER agree to the following use of an ice skating facility located at 9250 Lincoln St. NE, Blaine, MN 55434, for the 2013-2014 Hockey Season.

1. SCHEDULE OF TIME: PROVIDER agrees to make ice time available to the USER at the time and dates shown on the attached ice use schedule for one of USER’S high schools. Such schedule may be amended from time to time upon the written agreement of both parties’ representatives.

2. RATES: USER agrees to pay the following rates for ice and arena usage:
   a. $165.00 Prime Ice Hourly Rate
   b. $145.00 Non Prime Hourly Rate
   $545.00 Arena Rental Fee for Games.
   (Note: do not include hourly ice charge in the arena rental fee for games. Include the charge for game ice time along with other ice time hourly rate charges)
   d. 40% PROVIDER Share of the proceeds of the Net Gate Receipts.

3. PRIME HOURS: Prime and Non-Prime Hours are described in the attached ice use schedule.

4. SERVICES: PROVIDER agrees to provide a useable ice surface, secure and clean locker facilities, parking facilities and, on the day of games, arena seating for spectators. In addition, on game dates, PROVIDER shall provide appropriate management, ticket seller(s), time/score keeper(s), zamboni driver(s) and security personnel as needed and any cleanup/maintenance staff required by PROVIDER. Appropriate staffing will be determined by agreement between the PROVIDER and the high school activity director.

5. PAYMENTS AND REMISSION OF GATE RECEIPTS: PROVIDER shall bill USER by submitting an itemized list of hourly practice and game ice usage to the high school which utilized the ice time. In addition, PROVIDER shall submit a full and complete accounting of the total gate receipts received by PROVIDER and pay to the school district an amount equal to the total gate receipts minus the arena rental fee and minus their percentage share of net gate receipts set forth in Section 2.d above or, if the gate receipts are less than the arena rental fee, bill USER the amount necessary to cover the arena rental fee.
Documentation of the gate receipts will be provided on the attached Gate Receipt Worksheet and will be calculated to include the value of the punch tickets presented at the gate.

Upon proper billing and documentation, USER will promptly pay PROVIDER, any required deposits and an amount equal to the number of hours of practice and game ice usage at the rate agreed to. The billing will include Gate Receipt Worksheets for any game(s) conducted during the billing period. If the School’s share on the Gate Receipt Worksheet(s) is a positive amount, the PROVIDER shall remit that amount as a payment to the school. If the School’s share on the Gate Receipt Worksheet is a negative amount, the PROVIDER shall submit that amount as a bill.

6. CANCELLATIONS: PROVIDER may cancel this agreement for any material default by the USER in the terms of this agreement. PROVIDER may also reschedule the dates or times of the scheduled ice usage upon five days written notice to the USER. PROVIDER shall not be held responsible for the cancellation of ice time for reasons beyond the reasonable control of PROVIDER, its agents or employees, such as but not limited to equipment failure, loss of power, severe weather or acts of God. In the event of such an occurrence, PROVIDER will attempt to reschedule USER’S ice times or USER may cancel and promptly receive a return of any fees paid.

7. ASSIGNMENT: If scheduled ice-time cannot be used by the USER, they shall promptly notify the PROVIDER in writing and the PROVIDER will attempt to reassign that time to another group. If the time cannot be assigned to another group, the USER will pay the charged for their scheduled time.

8. RULES AND REGULATIONS: USER agrees to use the facilities according to the Rules and Regulations of PROVIDER which will be adopted and posted from time to time within the facility.

9. SIGNAGE: USER recognizes that it does not have rights to post any signs without the express written consent of PROVIDER and any signs so consented shall conform to and be consistent with the sign usage policy of PROVIDER.

10. LIABILITY: USER acknowledges that PROVIDER has not asserted or accepted any responsibilities for supervision, security or control of USER’S property or activities. USER shall be solely responsible to provide security for its equipment kept on the premises and shall be solely responsible to provide supervision of its
students, staff and spectators, on and off the ice. PROVIDER shall be solely responsible for the actions of its employees and agents as provided in Article 4.

USER assumes all risks of personal injury arising from its usage of the facilities or any part connected or contiguous thereto which result from an act or failure to act on the part of the USER or others over whom it has supervisory responsibility. USER assumes responsibility for damages to the property of PROVIDER arising out of the negligence of USER under its performance of this agreement. PROVIDER will notify the USER of any damages and allow the USER a reasonable opportunity to review the damage before repairs are made. PROVIDER is responsible for the repair or replacement of PROVIDER’S property and will invoice the USER for the damages. USER’S obligation shall be to reimburse to PROVIDER the cost of labor and replacement of like-kind and quality equipment.

PROVIDER agrees to indemnify and hold harmless USER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of PROVIDER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of PROVIDER, excluding claims arising from USER’S performance under this agreement.

USER agrees to indemnify and hold harmless PROVIDER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of USER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of USER, excluding claims arising from PROVIDER’S performance under this agreement.

INSURANCE: Both USER and PROVIDER shall maintain liability insurance against claims for bodily injury, death or property damage occurring on or about the ice arena. Such insurance shall be written on an occurrence basis with a combined single limit of not less than $1,000,000 per occurrence. If the insurance policy is written on a “claims-made basis”, the party will maintain coverage for a minimum of three years past the expiration of this agreement. The retroactive date of the policy shall be indicated on the certificate of insurance outlining coverage.

In addition, both parties shall name the other party as an additional insured with respect to its own operations on said policies of insurance. Both parties will maintain all workers compensation insurance required by law.
THIS CONTRACT AND ANY ATTACHED SCHEDULES OR SIGNED ADDENDUMS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN PROVIDER AND USER. THE UNDERSIGNED USER AGREES TO PURCHASE ALL HOURS OUTLINED IN THE ATTACHEDMENT. NO PROVISION OF THIS AGREEMENT MAY BE CHANGED, WAIVED OR TERMINATED UNLESS DONE IN WRITING AND EXECUTED BY BOTH PROVIDER AND USER.

USER:

Anoka-Hennepin School District #11
Date:____________________

PROVIDER:

[Signature]

[Title]

Date 10/14/13