

## AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **FARIBAULT ICE ARENA ASSOCIATION** (“FIAA”) and **INDEPENDENT SCHOOL DISTRICT 656** (“School District”), Rice County, Minnesota.

Whereas, the School District desires to use the Facilities commonly known as the Faribault Ice Arena (“Arena”), located at 1820 Alexander Drive, Faribault, Minnesota, for boys’ and girls’ hockey programs.

Now therefore, in consideration of the terms and conditions hereinafter set forth, the parties hereto do hereby mutually agree to the following:

- A. FIAA Responsibilities:
  - 1. Shall provide and maintain ice conditions suitable for practice and game use.
  - 2. Shall provide all nets, boards and markings to conduct ice hockey games.
  - 3. Shall provide ice maintenance personnel management staff and building maintenance.
  - 4. Shall make every effort to provide quality ice, but the FIAA does not guarantee it if it is unable for mechanical reasons to provide ice.
  
- B. School District Responsibilities:
  - 1. Shall be responsible to providing adequate supervision and discipline for all areas of the arena including ice surface, team rooms and locker rooms.
  - 2. Under no circumstance shall students/players be left unsupervised prior to or after practices and/or games.
  - 3. Shall at the end of each scheduled practice or game return the facility to the same condition as prior, reasonable wear and tear expected.
  - 4. Shall coordinate with the Arena Supervisor so that adequate concessions are provided.
  - 5. Shall provide all additional staffing that maybe required for tournaments, games, scrimmages and practices.
  - 6. Shall abide by all published Rules and Regulations for the arena.
  
- C. Use of the Arena by the School District
  - 1. The School District shall have use of the entire Arena facility excluding concession stand for its hockey program, both boys and girls.

2. Schedule hours shall be those agreed to by the FIAA and the School District.
3. Rental Rate: The School District shall pay to the FIAA a rental rate of \$210 per hour. Hours for 2022-23 season will be a minimum of 275 hours. School District agrees to the payment terms that will be:
  - a. \$28,770 payable no later than October 28, 2022
  - b. Balance payable no later than April 14, 2023
4. Any additional hours in excess of 275 hours will be charged at the rate of \$ 90.00 per hour.
5. Hours may not be subcontracted to other organizations/entities.
6. Rescheduling: Rescheduling of games or practice times shall be at the discretion of Arena Supervisor. Credit for canceled ice time shall be given to the School District, provided that the School District notifies the Arena Supervisor one week prior to the scheduled time.

D. Use of the Arena and Additional Consideration by the School District

1. The School District shall have use of the Support Portion (restrooms, locker rooms, access corridors) of the Arena for its school related sports activities and functions.
2. School District shall retain use of the facility parking lot for practices and games even when the facility is rented for special events.
3. School District staff shall coordinate with the Arena Supervisor the various activities that will be conducted within the Arena.
4. In consideration of this use, the School District agrees to:
  - a. Provide janitorial service to the Arena facility in accordance with the following schedule: Specific schedule for these services shall be coordinated between the Ice Arena Manager and School's Director of Buildings & Grounds.\* September through May.

| Area                   | Cleaning Frequency |
|------------------------|--------------------|
| 1. Locker Rooms        | *                  |
| 2. Public Restrooms    | *                  |
| 3. Lobby and Corridors | *                  |

- b. Both Parties recognize that the cleaning schedule may vary due to personnel schedules and restrictions, but nevertheless it is the intent that the School District will assume to the best of their ability the janitorial services for those listed above. District will bill back to the FIAA for all trash collection during ice season.
5. Additionally, the School District will assume responsibility for upkeep and maintenance of the sidewalks and parking areas. In exchange for not maintaining landscaping and extra use during track season the shared expense of snow removal has been removed.

- E. Assignment Rights:
  1. Both parties agree that the School District will have the right to subcontract or assign their rights under this agreement to any and all other parties. The School District must inform the FIAA of such assignment.
  
- F. Additional Use of Facility:
  1. Should the School District wish to rent the Arena for any other activity or use, both parties will negotiate a supplemental agreement to cover such usage.
  
- G. Insurance and Liability;
  1. The School District agrees to indemnify and save harmless the FIAA from any and all losses claimed or sustained in conjunction with the use of the Arena.
  2. The School District further agrees to provide evidence of liability insurance coverage for the term of use of the facility by presenting to the FIAA a certificate of insurance. (attachment). The coverage limits shall include a minimum of \$1,000,000 single limit for bodily injury and property damage and shall name the Faribault Ice Arena Association as an additional insured.
  
- H. Approvals:
  1. This agreement shall be effective upon approval by the FIAA Board and the School District Board.
  2. Any amendments to this agreement shall be in writing and approved by each Board.

SCHOOL DISTRICT 656

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

FARIBAULT ICE ARENA ASSOCIATION

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_