ICE TIME RENTAL AGREEMENT

CONTRACT FOR: Ice Time Rental between Independent School District 200 ("School District") and the City of Hastings ("City") (referred collectively as "the Parties").

Contract Period: November 1, 2026 - March 5, 2027, unless terminated earlier as provided herein.

THIS CONTRACT is made and entered into by and between Independent School District 200, a political subdivision under the laws of the State of Minnesota and the City of Hastings, a Minnesota municipal corporation.

WHEREAS, the School District desires to rent ice time from the City; and

WHEREAS, the City owns and operates an indoor ice arena located at 2801 Redwing Blvd, Hastings, MN 55033 ("Arena").

NOW, THEREFORE, in consideration of the mutual agreements and financial consideration contained herein, the Parties agree as follows:

1. The City shall rent ice time to the School District at the City's Arena at the rate and schedule set forth in Attachment A. The City shall issue the School District monthly invoices which must be paid within 30 days of receipt.

2. The School District may cancel previously scheduled ice time by providing notice to the City at least 72 hours in advance of the scheduled ice time in situations where the reason for the School District's cancellation is foreseeable. For cancellations due to reasons that are unforeseeable (i.e., weather) the School District will provide the City notice as soon as practicable. If the School District does not satisfy these notice requirements, it shall be obligated to pay the City for the scheduled time at the hourly rate.

3. The City is responsible for all maintenance and repairs to the Arena, ice sheet, and surrounding property and structures. The City shall keep the ice in good working order and the Arena in a clean, safe and sanitary condition in conformity with all applicable laws, ordinances, regulations and codes. The City shall provide an on-duty manager, ice maintenance personnel, and janitorial services. In the event of a mechanical failure or other occurrence that renders the use of the Arena impossible, the School District waives any claim for damage or compensation. If the impossibility of performance extends beyond one scheduled ice time, the School District reserves the right to immediately terminate this Agreement. For other cause, either party may cancel this Agreement upon 30 days written notice to the other party.

4. The City shall provide personnel for the game announcer, scorekeeper, ticket personnel, and statistician/penalty box supervisors. The School District will provide game officials, a site manager, and ticket/admission technology (card readers and iPads). The School District will be responsible for providing supervision of its students, invitees, coaches and

other personnel retained in conjunction with use of Arena. The School District will also coordinate with the Hastings Police Department for any security personnel at games.

5. The City is responsible for cleaning up the Arena to its pre-event condition at the end of each rental.

6. The School District shall receive 100% of all ticket sales revenue.

7. The School District shall not use unmanned camera streaming or unmanned recording equipment in
the Arena.

8. The City and the School District agree that each Party will defend, indemnify, and hold harmless the other Party, its officers, employees and agents from and against claims, liabilities or damages arising out of the actions or omissions of the indemnifying Party, its officers, employees and agents in performance of this Agreement. Under no circumstances shall a Party's indemnification obligation exceed the statutory limits on liability established in Minnesota Chapter 466, and the limits of liability for the Parties may not be added together to determine the maximum amount of liability for any Party. The City and the School District agree to keep in effect policies of liability insurance to insure against liabilities up to $1,000,000 for each claimant, $1,000,000 for each single occurrence, and $1,500,000 for all claims arising out of a single occurrence. A Certificate of Insurance must be provided to each Party and it must identify the other Party as an additional insured.

9. Neither Party shall assign this Contract or any of the rights, duties or payments arising under this Contract to any third party without the written consent of the other Party.

10. Data created, collected, received, stored, used, maintained or disseminated by the School District and/or the City in the performance of this Contract may be subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, the Family Educational Rights and Privacy Act (FERPA), 20 USC §§ 1232g and rules and regulations promulgated under those laws. Under Minn. Stat. §16C.05, Subd. 5, the School District's and the City's books, records, documents, and accounting procedures and practices relative to this Contract are subject to examination by the State of Minnesota and/or the Minnesota State Auditor or Legislative Auditor, as appropriate for a total of six years.

11. All notices required under this Contract 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 Contract, the following persons are the designated contacts:

School District Contact

Trent Hanson
Athletic Director
200 General Sieben Dr. West
Hastings, MN 55033
(651) 480-0332

City Contact

Cory Onken
Civic Arena Manager
City of Hastings
920 West 10th Street
Hastings, MN 55033
(651) 480-6195

12. If any portion of this Contract 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 Contract shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

13. The School District, its officers, agents, employees and invitees shall follow all non-discriminatory rules and regulations imposed by the City for users of the Arena.

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

INDEPENDENT SCHOOL DISTRICT 200

Date: _____ By: _____
Its: _____

Date: _____ By: _____
Its: _____

Date: _____

CITY OF HASTINGS

By: Mary D Fasbender
Mary Fasbender, Its Mayor

By: _____
City Clerk

ATTACHMENT A

1. The ice rental dates shall begin November 1, 2026 and run through March 5, 2027.

2. The schedule of reserved dates and times for games will be submitted to the City by the School District's Athletic Director no later than September 30, 2026. The School District's head coaches will establish a schedule for practices with the City's Arena Manager.

3. Ice rental rates for the term of this Contract are as follows:

   a. Total cost of PRIME ICE rental ~~**338.58**~~ 337.33 **ice hours * $270.00/prime ice rate hour = ~~$91,416.60~~** $91,079.10

   b. Total cost of NON-PRIME ICE rental **6.75 ice hours * $180/non-prime ice rate= $1215.00**

      i. **Total Ice Rental: ~~$92,631.60~~** $92,294.10

   c. Additional Contract Fees include the following:

      i. High School locker room usage fee: ~~**345.33**~~ 344.08 ice hours x **$16.15**/ice hour = ~~**$5,578.46**~~ $5,556.89

      ii. Premium Usage Fee: ~~**345.33**~~ 344.08 ice hours x $**55.00**/ice hour = ~~**$18,993.15**~~ $18,924.4

   d. **$225.00** per event for the City providing: (1) cleaning the Arena to pre-event condition after each rental; (2) the personnel provided by the City, as described in Section 3 and 4 of the Contract.

      i. 45 total games at $**225**/game = **$10,125.00**

Grand Total: ~~$127,328.41~~ $126,900.39

One small mistake has been corrected. Prime ice hours/high school locker usage fee and premium usage fee have all been reduced by 1.25 hours. There was a 1.25 hour rental on Sunday 12/27/26. Sunday is a no contact day per MSHSL bylaws. Total dollar amounts were also corrected to reflect the change.This was corrected by Cory Onken on 10/29/26