

**EAST GRAND FORKS
CIVIC CENTER, VFW MEMORIAL ARENA, and BLUE LINE ARENA
LEASE AGREEMENT**

This Agreement entered into this ____ day of _____, 2025, by and between the City of East Grand Forks, Minnesota, a municipal corporation (hereinafter referred to as “Lessor”), and Independent School District No. 595, East Grand Forks, Minnesota (hereinafter referred to as “Lessee”).

WHEREAS, Lessor is the owner of the certain buildings and grounds commonly known as the East Grand Forks Civic Recreation Center, VFW Memorial Arena, and Blue Line Arena which have facilities for making artificial ice, together with ice maintenance equipment, locker rooms, and other facilities commonly used in the sport of hockey; said facilities and space being amendable for many other school activities, such as but not limited to, physical education classes, soccer, dances, graduation exercises, and other activities; and

WHEREAS, Lessee desires to enter into a Lease Agreement with Lessor, wherein and whereby Lessee shall have the right to use said Civic Recreation Center, VFW Memorial Arena, and Blue Line Arena during the school years of the fall of 2025 through spring 2026, 2026-2027, and 2027-2028 for school activities, at such times and for such rental payments and terms and conditions as hereinafter set forth;

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereto do now hereby agree as follows, to-wit:

That the Lessor shall lease the said Civic Recreation Center, VFW Memorial Arena, and the Blue Line Arena to Lessee for the 2025-2026, 2026-2027, and 2027-2028 school years, the school year normally being considered as being from August 15th to June 15th of the following year, for the consideration of \$120,000.00 for the 2025-2026 school year, \$125,000.00 for the 2026-2027 school year, and \$130,000.00 for the 2027-2028 school year.

IT IS HEREBY FURTHER AGREED by and between the parties hereto as follows, to-wit:

I. Lessor shall:

- A. During the school year period as defined above, permit the Lessee to schedule its School activities in the Civic Recreation Center, VFW Memorial Arena, and Blue Line Arena, said scheduling being subject to the following conditions.
 - 1. Lessee shall have first priority in scheduling the boys and girls varsity hockey games. Junior varsity contests for boys

angirls are included in the above priority position when preliminary to the varsity contest. When junior varsity games are not preliminary games, scheduling of the same shall be scheduled at the convenience of the parties hereto.

2. Lessee hockey team practice for all teams shall not exceed four and one-half (4 ½) hours on any one day, with such practice terminating no later than 7:00 p.m. or as agreed.
 3. In addition to scheduling hockey games and practices, as hereinbefore provided, the Lessee may schedule, subject to the approval and advice of the Lessor's Superintendent of Parks and Recreation, any and/or all of the following activities of the Lessee, to-wit: graduation ceremonies, physical education classes, dances, and such other school activities as may be conveniently scheduled.
- B. Lessor shall provide all maintenance for the building, machinery and ancillary facilities, together with heat and utilities.
- C. Lessor shall have sole control over the sale of advertising and concession stands providing food and refreshments for the participants and spectators.

II. Lessee shall:

- A. Pay the rents as hereinbefore set forth. The payment for each school year is due and payable in the spring of each school year no later than April 30 of that year.
- B. Provide and pay the cost of all security personnel necessary for policing activities conducted by the Lessee, and shall be solely responsible for the supervision and control of the participants and spectators at any event under Lessee's sponsorship.
- C. Provide all first aid equipment and personnel to provide on-site medical assistance to include but not limited to the participants, spectators and volunteers at any event under the Lessee's sponsorship.
- D. Be solely responsible for the supervision and control of its volunteers and it is strongly recommended by the Lessor that if said volunteers are working directly with children that background checks be performed in accordance with "The Minnesota Child Protection Act (MN Stat. 299C)". Any volunteers provided by the

Lessee are not “City Volunteers” and are acting on behalf of the Lessee and **ARE NOT** acting on behalf of the Lessor.

- E. At its discretion provide medical and accident coverage for injuries to participants involved in any event under the Lessee’s sponsorship. Further, the Lessee shall provide liability insurance to cover any injuries to third parties as a result of the actions of the employees, volunteers, participants and/or the Lessee’s agents and representatives at any event under the Lessee’s sponsorship.
- F. Not allow discrimination of any kind, no person or organization at any Lessee sponsored event shall in any way be favored or discriminated against because of race, color creed, age, religion, marital status, sex, political opinion or affiliation, disability, sexual orientation, or welfare assistance status.
- G. Be responsible for daily cleaning and maintenance of the Green Wave locker room for boys and girls activities.
- H. That Lessee does hereby agree to defend, save, hold harmless, and indemnify the Lessor from and against all liability, damage loss, claims, dements and actions of any nature whatsoever which arise out of or are connected with, or are claims to arise out of or be connected with the use of the Civic Recreation Center, VFW Memorial Arena, Blue Line Arena or any other Recreational facility owned by the Lessor and used by the Lessee as set forth in the Agreement or otherwise.
- I. The Lessee does hereby agree that it will not allow players or school participants to be unsupervised in the arena(s) without a coach or an adult volunteer that is school appointed at all times.
- J. The Lessee at its discretion may operate or sub-lease the sale of merchandise during any event or contest under the Lessee’s sponsorship.

III. **Fire and Property Insurance.**

- A. Lessor shall secure and pay for insurance coverage upon the Premises for fire, windstorm, and the risks covered by extended coverage; Lessee shall secure and pay for such insurance coverage upon its own property, furniture, fixtures, inventory or other risks as it, in its discretion, shall determine.

- B. Lessee shall not permit any operation to be conducted on the premises that would cause suspension or cancellation or a premium increase of any insurance coverage secured by Lessor.
- C. Any insurance secured by Lessor covering the perils of fire, windstorm, and extended coverage, and insuring the Premises against loss or damage shall be for the sole benefit of Lessor and the policy shall be under its sole control.

IV. **Waiver of Subrogation.**

Each party hereto waives any and every claim which arises or may arise in its favor and against the other party hereto during the term of this Lease or any renewal or extensions thereof for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of the Premises leased to Lessee hereunder, which loss or damage is covered by valid and collectable fire, windstorm, tornado or extended coverage insurance policies, to, and only to, the extent that such loss or damage is recoverable under said insurance policies. Said mutual waivers shall be in addition to, and not in limitation or derogation of, any other waivers or release contained in this Lease with respect to loss of, or damage to, property of the parties hereto. Because the above mutual waivers preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person) each party hereto agrees immediately to give to the insurance company which has issued its policies of fire, tornado, windstorm or extended coverage insurance, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers.

V. **Destruction or condemnation of premises.**

If the Premises are partially destroyed in a manner that prevents the conducting of Lessee's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction Lessor shall repair the Premises and lease payments shall abate during the period of the repair. However, if the damage is not repairable within sixty days, or if Lessor is prevented from repairing the damage by forces beyond Lessor's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party.

VI. Government Data Practices Act.

Numerous types of data are categorized as private, non-public, or confidential under the Minnesota Government Data Practices Act. In many circumstances, data may not be disclosed except with authorization of the subject of the data or pursuant to court order. To ensure that the Data Practices Act is not violated, the parties to this lease agreement are strictly prohibited from disclosing to a third party, any personnel data, data relating to pending civil legal actions, or any other data that might be classified as private, non-public, or confidential without the Lessor's express authorization.

VII. Assignment, Amendments, Waiver, and Contract Complete.

- A. Assignment. The Lessee may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the Lessor and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- B. Amendments. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- C. Waiver. If the Lessor fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- D. Contract Complete. This agreement contains all negotiations and agreements between the Lessor and the Lessee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 595

By:

School Board Chair Date

By:

School Board Clerk Date

CITY OF EAST GRAND FORKS, MINNESOTA

By:

Mark Olstad, Mayor Date

By:

Reid Huttunen, City Administrator Date