

FACILITIES USE AGREEMENT

BETWEEN

THE CITY OF VIRGINIA

OWNER

AND

INDEPENDENT SCHOOL DISTRICT NO. 2909,

ROCK RIDGE PUBLIC SCHOOLS

USER

TABLE OF CONTENTS

	Page
Article 1	DATA SHEET AND DEFINITIONS1
Article 2	GRANT OF USE2
Article 3	TERM2
Article 4	PERMITTED USE; TAX EXEMPT STATUS; COMPLIANCE WITH LAWS2
Article 5	RENT2
Article 6	TAXES3
Article 7	REPAIRS AND MAINTENANCE3
Article 8	ENVIRONMENTAL MATTERS3
Article 9	ALTERATIONS4
Article 10	FIXTURES AND PERSONAL PROPERTY4
Article 11	SIGNAGE4
Article 12	LIENS4
Article 13	SERVICES4
Article 14	INSURANCE5
Article 15	INDEMNIFICATION5
Article 16	ASSIGNMENT AND SUBLETTING5
Article 17	NON-DISTURBANCE6
Article 18	ACCESS TO PREMISES6
Article 19	DEFAULTS BY USER6
Article 20	DEFAULTS BY OWNER8
Article 21	DAMAGE TO PREMISES8
Article 22	EMINENT DOMAIN8
Article 23	NOTICES9
Article 24	COVENANT OF QUIET ENJOYMENT9
Article 25	HOLDING OVER9
Article 26	ESTOPPEL9
Article 27	REPRESENTATIONS AND WARRANTIES10
Article 28	ENTIRE AGREEMENT10
Article 29	MISCELLANEOUS10

FACILITIES USE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, between The City of Virginia, Minnesota, a municipal corporation, ("**Owner**") and INDEPENDENT SCHOOL DISTRICT NO. 2909, a Minnesota nonprofit corporation and 501(c) organization recognized by the Internal Revenue Service ("**User**").

Article 1 DATA SHEET AND DEFINITIONS

Certain terms in this Agreement are as defined below:

A. **Annual Rental Rates**

As per Exhibit B

B. **Commencement Date:** _____.

C. **Owner's Mailing Address** for Notices and Address for Rent Payments:

327 1st Street South
Virginia, MN 55792
Attn: Britt See-Benes, City Administrator

D. **Premises:** Portions of that certain building known as the ~~Miner's Event and Convention Center~~ Iron Trail Motors Event Center Building having a street address of 919 West 6th Street South, Virginia, Minnesota 55792 (the "**Building**"). The portions of the building that are utilized by User are limited to the arena, the lobby, and the locker rooms. User's occupancy of the Premises shall not be exclusive. The timing and nature of User's occupancy shall be agreed upon by User's Scheduling Coordinator communicating with Owner's Director of Parks and Recreation.

E. **Term:** ~~One Year~~ Three Year

F. **Renewal Term** ~~One Year~~ Increments ~~None~~.

G. User's Mailing Address for Notices: 411 South 5th Ave
Virginia, MN 55792

H. **Security Deposit:** None.

I. **Owner's Statutory Authority:** Minnesota Statutes Chapter, 412 and
City Charter for City of Virginia

J. **Statutory Citation for Governmental Program** Owner operates a governmental program of youth hockey programming in cooperation with User, a nonprofit organization, pursuant to Minnesota Statutes, sections 471.15, 471.16, and 412.221, subd 32. This Agreement is being executed to carry out the Owner's program of youth hockey programming.

Article 2 GRANT OF USE

In consideration of the mutual, dependent covenants and agreements hereinafter set forth, Owner does hereby demise and agree to allow User to use facility and User hereby agrees to usage as prescribed from Owner the Premises for the Term set forth below. This Agreement does not grant the right to operate any concessions on the Premises, which rights are reserved to Owner.

Article 3 TERM

Commencement Date and Term. The Term of this Agreement shall begin on the Commencement Date and shall end on March 31, 202~~7~~⁵. Notwithstanding any other term of this Agreement, Owner shall be entitled to immediately terminate this Agreement if: 1) Owner no longer operates hockey programming at the Premises; 2) a change occurs to hockey programming or otherwise that no longer allows Owner to continue to own and operate the Premises for hockey programming; or 3) User fails to comply with the requirements of Article 4(B).

Article 4 PERMITTED USE; TAX EXEMPT STATUS; COMPLIANCE WITH LAWS

A. **Permitted Use.** City allows and permits School District to use and access the portions of the Iron Trail Motors Event Center that are Agreement to User, specifically limited to the following:

- Designated Boys Varsity Locker Room - 6 months
- Designated Boys JV Locker Room - 6 months
- Designated Girls Varsity Locker Room - 6 months
- Designated Girls JV Locker Room - 6 months
- Shared Trainer Room - 6 months
- Two Designated Coaches Office/Locker Rooms - 12 months
- 350 hours of ice/Ice time between October ~~17~~ ^{16, 2023} to March ~~89, 2023~~ ²⁰²⁴ designated for High School Hockey. Future dDates will coincide with MSHSL Activity Calendars for allthe corresponding years.

B. User's occupancy of the Premises shall not be exclusive and it is understood between the parties that the School District shall be able to regulate access and control over the playing surface and locker room facilities. However, all common areas, lobbies, hallways, and spectator seating areas shall retain their public character and be controlled by City policies, restriction, and regulation including specifically the City's COVID-19 safety plan. The timing and nature of User's occupancy shall be agreed upon by User's

C. **Purpose.** The express purpose of this Agreement is to allow and permit School District the use and access to the aforementioned land, facilities and equipment for purposes of conducting Minnesota State High School League sanctioned interscholastic programs, physical education, recreational, athletic, extracurricular and curricular programs, and such other programs and uses which are within the educational purpose and mission of School District.

D. **Compliance with Laws.** User shall in no event use the Premises or any portion thereof in such a manner as to violate any applicable law, rule, ordinance or regulation of any governmental body.

Article 5 RENT

A. **Date Rent Begins.** All Gross Rent shall begin to accrue on the Commencement Date.

B. **Gross Rent Amount.** User hereby covenants and agrees to pay to Owner, for the use and occupancy of the Premises, at the times and in the manner hereinafter provided, the Gross Annual Rent for usage of Locker Rooms, Trainer Rooms and Coaches Office as set forth in Article 1A. ~~—~~The Gross Monthly Rent for Arena Ice Rental shall be paid monthly in an amount as set forth in Article 1A. ~~—~~ ~~is~~ to be paid in U.S. dollars, ~~in advance, without notice or by~~ invoice from Owner, on the eighth day of each and every calendar month during the Term hereof, commencing upon the Commencement Date and ending upon the expiration date of this Agreement.

C. **When Payments Are Due.** All payments of Gross ~~Annual~~ Rent Amount shall be paid or mailed to Owner's mailing address found in Article 1C or to such other payee or address as Owner may designate in writing to User. This Agreement shall be construed as though the covenants herein between Owner and User are independent, and not dependent. Every installment of Gross ~~Annual~~ Rent shall be payable without notice or demand, and without setoff or deduction except as expressly set forth herein. If any Rent is unpaid more than 15 days after it is due, Owner may charge User a late fee of 5% of the overdue amount (unless such a fee is not permitted by law), plus interest on the unpaid amount from the due date until paid, at 6% per year.

Article 6 TAXES

The Premises is exempt from real estate taxes.

Article 7 REPAIRS AND MAINTENANCE

A. **User's Maintenance.** User shall clean and remove all garbage from the players boxes after all hockey games and practices sponsored by User or involving members or participants in User's organization. User shall also repair and/or pay for all repairs to the Premises necessitated by actions of User, its members, its participants, or its invitees.

B. **Owner Maintenance.** All other repairs and maintenance of the Premises shall be the responsibility of Owner.

Article 8 ENVIRONMENTAL MATTERS

A. **Definition.** As used herein, the term "**Hazardous Substances**" means, without limitation, any substance that is biologically or chemically active or any hazardous, toxic, or dangerous waste or substance, or any substance known to cause cancer or reproductive toxicity or mold (including lead-based paint, asbestos or petroleum derivative substances), or material defined as such in (or for purposes of) (i) any state, federal or local environmental laws, interpretive letters, regulations, decrees or ordinances, (ii) the Comprehensive Environmental Response, Compensation and Liability Act, as amended, (iii) the Resource Conservation and Recovery Act, as amended (iv) any of the so-called state or local "**Super Fund**", "**Super Lien**" or "**Cleanup Lien**" laws or (v) any other federal, state or local statute, law, ordinance, code, rule, interpretive letter, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any such substances or materials or any amendments or successor statutes with respect to any of the foregoing.

B. **User's Obligations.** User covenants and warrants that it shall not cause the release of Hazardous Substances in, on, from or under the Premises. User shall comply with all applicable laws, rules, regulations, ordinances with regard to such storage, use and handling of any Hazardous Substances.

C. **Indemnity.** If User in any way breaches the obligations stated in this Article 8, User shall indemnify, defend, protect and hold harmless Owner from any and all claims, sums paid in settlement of claims, judgments, damages, clean-up costs, penalties, fines, liabilities, losses or expenses which arise during or after the Term as a result of User's breach of such obligations.

Article 9 ALTERATIONS

User shall not make any alterations to the Premises.

Article 10 FIXTURES AND PERSONAL PROPERTY

All of User's equipment, furniture, and moveable trade fixtures, (collectively "**User's Property**") shall remain User's property. User may remove User's Property at any time within 5 days after expiration of the Term, provided that User repairs any damage to the Premises occasioned by removal.

Article 11 SIGNAGE

User may not install any signage on the Premises.

Article 12 LIENS

A. **Discharge of Liens.** User shall not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work or work claim of any contractor, mechanic or laborer of User or material supplied by a vendor to User which might be, or become, a lien or encumbrance or charge upon the Premises. If any such lien, notice of lien, encumbrance or charge is created or filed against the Premises, User, within 5 days after notice of the filing thereof, shall cause the same to be terminated and discharged of record.

Article 13 SERVICES

A. **Owner Provides Utilities.** Owner shall not be liable to User in damages or otherwise if any utilities or services are interrupted or terminated because of repairs, installations, or improvements undertaken by a third party (not at Owner's request), or any other cause beyond the Owner's reasonable control; provided however, Owner shall use best efforts to assist User to cause such utilities or services to be reestablished as soon as possible

B. **Snow Removal and Lawn Maintenance.** Owner shall be solely responsible for and shall promptly pay all charges for reasonably required snow removal and lawn maintenance at the Premises.

Article 14 INSURANCE

A. **Owner's Insurance.** Commencing on the Commencement Date and continuing throughout the Term, Owner shall carry and maintain insurance as required by the laws of the State of Minnesota.

B. **User's Insurance.** User agrees to carry (i) personal property insurance covering fire and extended coverage, vandalism and malicious mischief, and all other perils of direct physical loss or damage for the full replacement value of all of User's Property located on or within the Premises, and (ii) Commercial General Liability Insurance on the Premises during the Term hereof for the benefit of Owner and User, with a limit of not less than the limits set forth in Minn. Stat. § 466.04, as amended from time to time. User's insurance shall be issued by an insurance company of nationally recognized standing and authorized to do business in the State of Minnesota. User's insurance policies (other than any policy of workmen's compensation insurance) will name Owner as an additional insured. Certificates of insurance policies and, upon Owner's request, copies of such insurance policies (together with copies of the endorsements naming Owner as an additional insured) will be delivered to Owner prior to the Commencement Date and at any date the prior policy expires. User shall endeavor to provide Owner with 30 days prior written notice of any termination or amendment to User's insurance. All public liability, property damage, and general liability policies maintained by User shall be written as primary policies, not contributing with and not supplemental to coverage that Owner may carry. User may maintain the required liability and property insurance in the form of a blanket or umbrella policy covering other locations of User in addition to the Premises; provided, however, that User

shall provide Owner with a certificate of insurance for such coverages specifically naming the location of the Premises and naming Owner as required in this Article, and the limits of which coverages applicable to the Premises are to be in the amounts set forth in this Article. It is understood and agreed that Lessee's Insurance coverage only applies to persons registered with USA hockey and/or Minnesota hockey. Lessor's Insurance coverage will apply when Lessee's coverage does not.

Article 15 INDEMNIFICATION

A. **Indemnification.** User hereby indemnifies and holds Owner, Owner's officers, agents, employees, successors and assigns harmless from and against any and all claims, demands, liabilities, and expenses, including attorneys' fees and litigation expenses, arising from the negligent or willful acts or omissions of User or its agents, employees, members, participants, or contractors occurring on the Premises, except to the extent caused by Owner's negligence or willful misconduct. In the event any action or proceeding shall be brought against Owner by reason of any such claim, User shall defend the same at User's expense by counsel reasonably approved by Owner.

Article 16 ASSIGNMENT AND SUBLETTING

A. **User Assignment.** User may not assign its interest in this Agreement or any estate or interest herein, or sublet the Premises or any part thereof, or grant any license, concession or any other right of occupancy of any portion of the Premises without the prior written consent of the Owner, which consent shall not be unreasonably withheld.

B. **Owner Assignment.** No assignment or other transfer of the Agreement by Owner shall be binding on User unless the assignee or transferee shall assume and agree to be bound by the terms of the Agreement. Owner shall provide User with prior notice of any such assignment or transfer of the Agreement.

Article 17 RULES AND REGULATIONS

User agrees that all of its members, coaches, participants, and invitees will strictly adhere to the rules and regulations attached to this Agreement as **Exhibit A**. Any violation of any of these rules and regulations shall constitute a default and breach of this Agreement under Article 19 A. (ii).

Article 18 ACCESS TO PREMISES

Such User's use of the Premises is not exclusive. Owner shall have access to the Premises at all times, without any notice to User. Owner shall not, however, unreasonably interfere with any use of the Premises by User allowed under this Agreement.

Article 19
DEFAULTS BY USER

A. **Definition of Defaults.** The occurrence of any of the following shall constitute a material default and breach of this Agreement by User:

(i) Any failure by User to pay Rent or make any other payment required to be made by User hereunder within 10 days after receipt of written notice from Owner that such payment is due.

(ii) A failure by User to observe and perform any other provision of this Agreement to be observed or performed by the User, where such failure continues for 30 days after written notice thereof by Owner to User.

(iii) The making by User of any general assignment for the benefit of creditors, the filing by or against User of a voluntary or involuntary petition in bankruptcy or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against User, the same is dismissed within 60 days) the appointment of a trustee or receiver to take possession of the Premises or all of User's property located therein that is not restored to User within 60 days, or the attachment, execution or other judicial seizure that is not discharged within 60 days.

B. **Owner's Remedies.** In the event of any such default by User, Owner shall be entitled to exercise any one or more of the following remedies, as its sole and exclusive remedies:

(i) Terminate this Agreement by giving written notice of termination to User, in which event User shall immediately surrender the Premises to Owner. If User fails to so surrender the Premises, then Owner may, without prejudice to any other remedy it has for possession of the Premises and without prejudice to Owner's rights to any arrearage in Rent, payment of future Rent or other damages, re-enter and take possession of the Premises and expel or remove User and any other person occupying the Premises or any part thereof, in accordance with applicable law without being liable for prosecution or any claim of damages therefor, and User agrees to pay to Owner on demand the amount of all accrued financial liabilities of User hereunder through the date of surrender of the Premises only, plus all costs and expenses of Owner including reasonable attorneys' fees incurred in obtaining possession of the Premises; or

(ii) Without terminating the Agreement, Owner may re-enter and take possession of the Premises and expel or remove User and any other person occupying the Premises in accordance with applicable law without liability for prosecution of any claim or damages therefor. If Owner so re-enters and takes possession of the Premises as set forth above, Owner may relet the Premises at such rates and for such uses as Owner, in its sole discretion may determine, and receive the rent therefor; and User agrees to pay to Owner on demand any deficiency that may arise by reason of such reletting. No reletting by Owner is considered to be for Owner's own account unless Owner has notified User in writing that this Agreement has been terminated; or

(iii) Enter upon the Premises by process of law without being liable for prosecution or any claim for damages therefor, and do whatever User is obligated to do under the

terms of this Agreement, and User agrees to reimburse Owner on demand for any reasonable expenses which Owner may incur in effecting compliance with User's obligations under this Agreement; or

(iv) Restrain or enjoin any breach or threatened breach of any covenant, duty or obligation of User herein contained without the necessity of proving inadequacy of any legal remedy or irreparable harm.

No termination of this Agreement and no repossession of the Premises shall relieve User of its liabilities and obligations under this Agreement that exist as of the date of the termination, all of which shall survive any such termination or repossession. In the event of any repossession of the Premises, whether or not the Premises shall have been relet, User shall pay to Owner the Rent and other sums and charges to be paid by User up to the time of such repossession, and thereafter, until the end of what would have been the Term in the absence of such repossession, User shall pay to Owner, as and for liquidated and agreed current damages for User's default, the equivalent of the amount of the Rent and such other sums and charges which would be payable under this Agreement by User if the Premises had not been repossessed or if the Premises had not been relet, as the case may be, less the net proceeds, if any, of any reletting effected pursuant to the provisions of subparagraph (ii) above after deducting from said proceeds all of Owner's reasonable expenses in connection with such reletting, including, without limitation, all reasonable and customary repossession costs, brokerage and management commissions, operating expenses, attorneys' fees, alteration costs, and expenses of preparation for such reletting. User shall pay such current damages to Owner monthly on the days on which the Rent would have been payable under this Agreement if this Agreement were still in effect, and Owner shall be entitled to recover the same from User on each such day.

Article 20 DEFAULTS BY OWNER

A. Should Owner default in the performance of any of the covenants on the part of Owner to be kept or performed and such default shall continue for 30 days after receipt of written notice from User stating the nature and extent of the default, or should any warranty or representation made by Owner be untrue and remain untrue 30 days after receipt of written notice from User specifying such untruth, User shall, at its option, in addition to any other remedy available at law or in equity, have the rights and remedies hereinafter set forth.

User shall, upon written notice, have the right to terminate this Agreement, and User shall thereafter be released from all further obligations or liabilities under this Agreement.

Article 21 DAMAGE TO PREMISES

If at any time from and after the Commencement Date and continuing during the Term, the Premises is damaged or destroyed by fire or other casualty, Owner shall within 45 days from the date of said damage or destruction notify and inform User as to the amount of time required to restore the Premises to the condition existing prior to said damage or destruction (the "**Restoration Period**"). Within 20 days after receipt of said notice of the Restoration Period, User shall either:

(i) elect to terminate this Agreement, in which event the parties shall be released from all further obligations and liability hereunder; or (ii) elect to continue this Agreement and have Owner restore the Premises within the time period identified in the Restoration Period. In the event the repair or rebuilding of the Premises has not been completed within the Restoration Period, User may terminate this Agreement and the parties shall be released from all further obligations and liability hereunder. During any period that the damage or destruction is such as to render the use of the Premises impractical or impossible, as determined by User in its reasonable discretion, the Rent and other charges payable by User under this Agreement shall abate.

Article 22 EMINENT DOMAIN

If any portion of or interest in the Premises shall be permanently or temporarily taken under any right of eminent domain or any transfer in lieu thereof, and such taking renders the Premises unsuitable, in the reasonable judgment of User, for User's use thereof, or in the reasonable judgment of User impairs the conduct of User's business in the Premises, User may terminate this Agreement by delivering notice to Owner within 30 days after such taking deprives User of possession of any portion of the Premises or of any other rights of User under this Agreement. Nothing contained herein shall prevent Owner and User from prosecuting claims in any condemnation proceedings for the values of their respective interests in the Premises and User shall have the exclusive right to claim any proceeds for the taking of User's trade fixtures, equipment or personal property and for relocation expenses. Owner acknowledges and agrees that any remediation of Hazardous Substances that interferes with User's use of the Premises shall be deemed to be a taking for purposes of this Article.

Article 23 NOTICES

All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by any national overnight delivery service to each other party or by fax or email (with receipt confirmation and delivery of hard copy by one of the other methods of delivery specified in this Article 23) to the addresses shown in Article 1, or at such other address requested in writing by either party upon 10 days notice to the other party.

Article 24 COVENANT OF QUIET ENJOYMENT

Owner represents and warrants that Owner is seized in fee simple title to the Premises, free, clear and unencumbered except as otherwise disclosed herein. Owner covenants that so long as User fulfills the conditions and covenants required of it to be performed, User will have non-exclusive peaceful and quiet possession of the Premises.

Article 25
HOLDING OVER

If User remains in possession of the Premises or any part thereof after any termination or expiration of this Agreement, such holdover shall be treated as an automatic renewal of this Agreement for a month to month tenancy, subject to all the terms and conditions provided herein; except that User covenants to pay to Owner as Gross Monthly Rent during such tenancy 110% of the Gross Monthly Rent in effect immediately before expiration of the Term, in addition to all other Rent and other charges due hereunder. The provisions of this subparagraph shall survive the expiration or sooner termination of this Agreement.

Article 26
ESTOPPEL

Within 10 days after a request therefor, User will execute, acknowledge and deliver an instrument, attaching a true and exact copy of this Agreement, stating, if the same is true, that (i) there are no amendments hereof (or stating what amendments there may be), (ii) that the Agreement is then in full force and effect, (iii) to the best of its knowledge, there are no offsets, defenses or counterclaims with respect to the payment of Rent reserved hereunder or in the performance of the other terms, covenants and conditions hereof on the part of User to be performed, (iv) that as of such date no default has been declared hereunder by either party or if a default has been declared, the nature of such default, and (v) such other information regarding this Agreement as reasonably requested.

Article 27
REPRESENTATIONS AND WARRANTIES

A. Representations and Warranties.

(i) Litigation. Owner represents and warrants that Owner has received no notice of any claims, causes of action or other litigation or proceeding pending or, to the best of Owner's knowledge, threatened with respect to the ownership, operation or environmental condition of the Premises or any part thereof.

(ii) Zoning. Owner represents and warrants that the Premises is currently zoned to allow the use of the Premises for User's intended use.

(iii) Authority. Owner represents and warrants that Owner has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Owner pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individual signing this Agreement and all other documents executed pursuant hereto on behalf of Owner is duly authorized. This Agreement and all documents to be executed pursuant hereto by Owner are binding upon and enforceable against Owner in accordance with their respective terms, and the transaction contemplated hereby will not result in a breach of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, or other agreement to which Owner or the Premises is subject or by which Owner or the Premises is bound.

(iv) Utility Systems. All utility systems, up to and including connections to the Premises, including without limitation the plumbing, electrical, gas, water, sewer, heating, venting and air conditioning and mechanical systems, shall be upon the Commencement Date, and shall remain throughout the Term, in good condition and working order.

Article 28 ENTIRE AGREEMENT

This Agreement contains all of the agreements of the parties hereto with respect to matters covered or mentioned in this Agreement and no prior agreement, letters, representations, warranties, promises, or understandings pertaining to any such matters shall be effective for any such purpose. Owner and User acknowledge that neither of them shall be bound by the representations, promises or preliminary negotiations with respect to the Premises made by their respective employees or agents. It is their intention that neither party be legally bound in any way until this Agreement has been fully executed by both Owner and User.

Article 29 MISCELLANEOUS

A. **Governing Law**. This Agreement is governed by and construed and interpreted in accordance with the laws of the State of Minnesota.

B. **Survival**. The representations, warranties and indemnities contained in this Agreement shall survive the termination or expiration of this Agreement.

C. **Interpretation**. The parties hereto agree that it is their intention hereby to create only the relationship of Owner and User, and no provision hereof, or act of either party hereunder, shall ever be construed as creating the relationship of principal and agent, or a partnership, or a joint venture or enterprise between the parties hereto.

D. **Severability**. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof and such other provisions shall remain in full force and effect.

E. **Successors and Assigns**. Except as provided in Article 16, all covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors and assigns.

F. **Amendment, Modification, and No Waiver**. No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or its duly authorized representative, and approved in writing by the Commissioner of Minnesota Management and Budget, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.

G. **Counterparts.** This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. This Agreement may be signed and delivered by email and said emailed pages shall constitute originally executed and delivered documents.

H. **Enforcement; Attorneys Fees.** In the event that any party hereto is required to commence any action or proceeding against the other in order to enforce or interpret the provisions hereof, the prevailing party in such action shall be awarded, in addition to any amounts or relief otherwise awarded, all reasonable costs incurred in connection therewith, including attorneys' fees.

I. **Commissioner of Minnesota Management and Budget – Required Provisions.**

(i) **Agreement Renewal Not Guaranteed.** Owner may, at its sole option and discretion, allow this Agreement to expire at the end of its original term, and thereafter directly operate hockey programming on the Premises, or contract with some other entity to operate hockey programming on the Premises.

(ii) **Oversight.** User agrees to submit to reasonable oversight by Owner to ensure that User is financially stable and using the Premises to further the development of hockey programming in the City of Virginia. To accomplish this, at a minimum: (1) User's designated representative shall meet weekly with Owner's Parks and Recreation Director to review User's financial condition and current activities; and (2) User shall furnish written reports of its current financial condition and current activities on a monthly basis, which reports shall be considered and reviewed at Owner's monthly Department of Parks and Recreation public meeting.

Remainder of this page is blank

The parties hereto have executed this Agreement on the date set forth in the introductory paragraph hereof.

USER:

By: _____

Name: _____

Title: _____

OWNER:

THE CITY OF VIRGINIA

By: _____

Name: LARRY CUFFE, JR

Title: MAYOR

By: _____

Name: BRITT SEE-BENES

Title: CITY ADMINISTRATOR

EXHIBIT A

RULES AND REGULATIONS

1. User shall schedule and provide adult supervision for any and all hockey games or hockey practices involving User's coaches, members, participants, or invitees. User will provide an adult locker room attendant for each locker room that is being used. Adults shall be any person who is at least 21 years of age or older with designated authority to monitor, react, and correct any undesired behaviors by members, participants, or invitees,

2. All adult supervisors provided by User shall make and keep a written log of the names of all participants in any hockey game or hockey practice.

3. Arena will assign locker rooms for use by the User's teams. Changes will only be allowed with previous consent by Arena at least 72 hours in advance. All locker rooms used by User or its invitees shall be regularly kept clean and neat by User.

4. All adult supervisors provided by User shall ensure that all participants in any hockey game or hockey practice wear proper and approved safety equipment, comply with all of these rules, and comply with any rules posted within Iron Trail Motors Event Center.

5. The posted arena ice and locker room schedule is the official schedule and will be followed by the User. Changes will only be allowed with previous consent by Arena at least 72 hours in advance

6. If User obtains liability waivers from participants or their legal guardians, User agrees to provide copies of same to Owner upon request.

7. User shall keep a current written log with the names and addresses of all persons given keys to the Iron Trail Motors Event Center, which log shall be provided to Owner upon request.

8. No skate changing is allowed in the lobby area of Iron Trail Motors Event Center. All skate changes must be made in the locker rooms or in the aisles adjacent to the rink.

9. User will provide a requested game schedule to the arena no later than ~~November~~May 1st of each year for scheduling purposes. Any changes to the Users requested game schedule will be communicated to the arena promptly. Arena reserves the right to deny schedule changes if not given notice of 72 hours.

10. User will provide a requested practice schedule to the arena two weeks in advance for scheduling purposes. Any changes to the Users requested practice schedule will be communicated to the arena promptly. Arena reserves the right to deny schedule changes if not given notice of 72 hours.

EXHIBIT B
ANNUAL RENTAL RATES

2024/25 Season			
Ice Rental Rate			
	Hourly Rate		
Commitment of 350 Hours	\$ 144.00		
Commitment of 375 Hours (All Home Games except 3 & Practices)	\$ 132.00		
Full Commitment (All Home Games & Practices)	\$ 120.00		
Hockey Support Rooms			
Room	Months	Rate	Annual Amount
Dedicated Boys Varsity Locker Room	6	\$ 930.00	\$ 5,580.00
Dedicated Boys JV Locker Room	6	\$ 930.00	\$ 5,580.00
Dedicated Girls Varsity Locker Room	6	\$ 930.00	\$ 5,580.00
Dedicated Girls JV Locker Room	6	\$ 930.00	\$ 5,580.00
Dedicated Boys Coaches Office	12	\$ 360.00	\$ 4,320.00
Dedicated Girls Coaches Office	12	\$ 360.00	\$ 4,320.00
Shared Trainers Room	6	\$ 400.00	\$ 2,400.00
2025/26 Season			
Ice Rental Rate			
	Hourly Rate		
Commitment of 350 Hours	\$ 148.32		
Commitment of 375 Hours (All Home Games except 3 & Practices)	\$ 135.96		
Full Commitment (All Home Games & Practices)	\$ 123.60		
Hockey Support Rooms			
Room	Months	Rate	Annual Amount
Dedicated Boys Varsity Locker Room	6	\$ 930.00	\$ 5,580.00
Dedicated Boys JV Locker Room	6	\$ 930.00	\$ 5,580.00
Dedicated Girls Varsity Locker Room	6	\$ 930.00	\$ 5,580.00
Dedicated Girls JV Locker Room	6	\$ 930.00	\$ 5,580.00
Dedicated Boys Coaches Office	12	\$ 360.00	\$ 4,320.00
Dedicated Girls Coaches Office	12	\$ 360.00	\$ 4,320.00
Shared Trainers Room	6	\$ 400.00	\$ 2,400.00
2026/27 Season			
Ice Rental Rate			
	Hourly Rate		
Commitment of 350 Hours	\$ 152.77		
Commitment of 375 Hours (All Home Games except 3 & Practices)	\$ 140.04		
Full Commitment (All Home Games & Practices)	\$ 127.31		
Hockey Support Rooms			
Room	Months	Rate	Annual Amount
Dedicated Boys Varsity Locker Room	6	\$ 930.00	\$ 5,580.00
Dedicated Boys JV Locker Room	6	\$ 930.00	\$ 5,580.00
Dedicated Girls Varsity Locker Room	6	\$ 930.00	\$ 5,580.00
Dedicated Girls JV Locker Room	6	\$ 930.00	\$ 5,580.00
Dedicated Boys Coaches Office	12	\$ 360.00	\$ 4,320.00
Dedicated Girls Coaches Office	12	\$ 360.00	\$ 4,320.00
Shared Trainers Room	6	\$ 400.00	\$ 2,400.00

2022/23 School Year			
Hourly Ice Rate	Hours		Total
\$ 115.00	350		\$ 40,250.00
Room	Months	Rate	
Dedicated Boys Varsity Locker Room	6	\$ 900.00	\$ 5,400.00
Dedicated Boys JV Locker Room	6	\$ 900.00	\$ 5,400.00
Dedicated Girls Varsity Locker Room	6	\$ 900.00	\$ 5,400.00
Dedicated Girls JV Locker Room	6	\$ 900.00	\$ 5,400.00
Dedicated Boys Coaches Office	12	\$ 350.00	\$ 4,200.00
Dedicated Girls Coaches Office	12	\$ 350.00	\$ 4,200.00
Shared Trainers Room	6	\$ 400.00	\$ 2,400.00
Annual Total			\$ 72,650.00