



# Essentia Health Duluth Heritage Sports Center

120 S 30th Ave West  
Duluth, MN 55806

Phone: 218-464-1711

Fax: 218-464-1713

## Account Schedule Report

### ESSENTIA HEALTH DULUTH HERITAGE SPORTS CENTER ICE/TURF RENTAL AGREEMENT (Revised June 1, 2016)

This agreement, made between This agreement, made between Essentia Duluth Heritage Center Ice Arena (hereinafter referred to as "Arena"), and the Essentia Duluth Heritage Center Board (hereinafter referred to as the "Board") and

Duluth Heritage Sports Center Foundation  
Gerald R. DeMeo  
120 South 30th Avenue West  
DuluthMN55806

jerry@essentiaduluthheritagecenter.com

#### 1. RENTAL RATES

A. The rental rates applicable for the use of the Sill or Seitz Arenas are:

- (1) Prime Ice Rental: \$185 Per Hour
- (2) Tournament Rate; \$185 Per Hour
- (2) Sub Prime Ice Rental: \$135 Per Hour
- (3) School Day Ice Rental: \$80 Per Hour
- (5) Winter Turf Rates Rate \$130 Per Hour
- (6) Birthday Skating Party \$210.00 per Hour
- (7) High School Game Rates \$850 per Hour

Now, therefore, the following provisions are mutually agreed on between the EDHC and the Tenant as follows:

#### 1. RENTAL RATES

A. The rental rates applicable for the use of the EDHC's facilities for the planned Event, in accordance with the EDHC's published rental rates.

B. A sales use tax of .08375 percent will be charged to all users, unless a Minnesota Sales Tax Exempt form ST3, is furnished at the time of payment.

#### 2. PAYMENT

A. A non-refundable deposit equal to 20% of the rental rate shall be made before the rental may be confirmed.

B. Full payment will be made in full prior to the rental, unless special credit arrangements have been approved in advance of the rental taking place. Such special credit arrangements will be defined in accordance with the terms and conditions shown on the EDHC's invoice, a copy of which is attached hereto.

C. Tenants having approved credit shall be invoiced following the fulfillment of the rental Agreement. Tenants having approved credit with contracts spanning more than one (1) week shall be invoiced for such rental weekly. This invoice shall be due and payable in accordance with the terms and conditions stipulated on the invoice.

D. Any unpaid balance shall be subject to the finance charge rate of 1.5% (annual percentage rate of 18%). Said finance charges will be based on the balance due for the number of days the balance remains unpaid.

E. Any unpaid balance due beyond thirty (30) days of the dated invoice shall be sufficient reason for denying and selling the Tenant use of said premises during the remainder of the term of this contract.

#### 3. CANCELLATION

A. In the event the Tenant finds it necessary to cancel any of the rental periods of the EDHC for which it has contracted, the Tenant shall give to the EDHC's representative designated herein prior notice, in writing, of intent to cancel. Upon receipt of such notice, the EDHC shall use reasonable efforts to rent such cancelled rental periods. If the rental periods are used by another tenant, and the Tenant has paid for such rental periods, the EDHC will credit amounts received against Tenant's account and, if Tenant has no account balance owing at the time, the EDHC shall issue a check to refund such amounts. If the EDHC is unable to rent the cancelled rental periods, the Tenant shall pay for the cancelled contracted time at the specified rate.

B. All notices of cancellation of contracted rental time by the Tenant must be in writing and given to, mailed to, or faxed to the EDHC's designee.

#### 4. SUPPLEMENTAL SERVICES

A. At the Tenant's request, the EDHC may

- (1) Provide amenities such as tables, chairs and other furniture.
- (2) Supply food and/or beverages from the EDHC's concessions.
- (3) Employ personnel (i.e. security, minor game officials and the like)
- (4) Rent/purchase any equipment of the EDHC does not have access to.

B. All supplemental services & equipment, with appropriate costs, shall be defined and included in this Agreement. The cost(s) incurred for such services and/or equipment (hereinafter referred to as Miscellaneous Costs) will be borne by the Tenant, with payment due in accordance with the terms defined in Section 2. The EDHC may, at its option, require advanced payment for these Miscellaneous Costs.

#### 5. SECURITY.



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A. The Tenant agrees, at its expense, to provide qualified security personnel to prevent any spectators or other persons not germane to the conducting of the event from accessing the other areas of the facilities other than those defined in this Agreement.

### 6. PARKING

A. The Tenant understands that the Tenant and guest parking is limited to the parking lot that is on the west side of 30th Avenue West (West Lot). Other parking areas located on the north (North Lot) and east (East Lot) sides of Seitz Arena are controlled by businesses neighboring the EDHC and are restricted exclusively for their use.

B. The Tenant and Tenant's guests may have temporary access to Seitz Arena via the East Lot to load and/or unload merchandise and/or supplies but may not park their vehicles in the East Lot for their event. Once merchandise and supplies have been loaded/unloaded, vehicles must be moved to the West Lot for parking.

### 7. OUTSIDE VENDORS

A. Outside vendors recruited by the Tenant may be permitted to display and/or sell their products within the facilities, with the EDHC's prior approval. Such approval will not be unreasonably withheld provided such vendor products are not offensive to the EDHC's regular tenants and do not conflict with those offered by the EDHC or its sponsors. Each vendor shall limit its product display and sales to an area assigned by the EDHC's personnel and shall pay the EDHC, in advance, the sum of \_\_\_\_\_ per table used for such product display and sales. Approved vendors are required to execute the EDHC's waiver of liability form. Approved vendors will be attached hereto as Exhibit A.

### 8. SIGNS & BANNERS

A. No signs or banners of any type, including hand written signs, shall be placed in or on the EDHC facilities without the prior written consent of EDHC. When the placement of signs and/or banners is approved by the EDHC, the Tenant agrees to place such signs and/or banners in accordance with the EDHC's policies. The Tenant will be invoiced for any damage which may result to the EDHC's property from the improper placement of signs and/or banners.

### 9. FOOD & BEVERAGES

A. The Tenant shall not sell, give away or otherwise bring or provide any food or beverages to, at or in the EDHC facilities for any purpose and at any time without the written consent of the EDHC.

B. The EDHC has a strict policy regarding the service and consumption of adult-specific beverages. If the Tenant and/or its guests plan to serve and/or consume any alcoholic beverages within the EDHC or its adjacent property, such service and/or consumption must be done in accordance with the EDHC's policy. Arrangement for adult beverage service and/or consumption must be made with the EDHC at least fourteen (14) days in advance of the date the Event commences.

C. The Tenant acknowledges and agrees that the EDHC's concession stand will be open at the EDHC's discretion during the Event.

### 10. ADMISSION FEES

A. Unless otherwise specified herein, the Tenant may not charge an admission fee to the EDHC facilities without the written consent of the EDHC.

### 11. INSURANCE

A. Tenant shall maintain liability insurance against claims for bodily injury death or property damage occurring on or about the ice EDHC. 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 this policy shall be indicated on the certificate of insurance outlining coverage. In addition the renter shall name the EDHC as an additional insured with respect to its own operations on said policies of insurance and will provide a certificate that such insurance is in force. Both parties will maintain all workers compensation insurance required by law.

### 12. INCLEMENT WEATHER

A. The Facilities Manager will determine any closures due to inclement weather. If the EDHC is not able to reschedule the rental in a manner satisfactory to suit the Tenant, the EDHC shall provide a full refund of all rental fees and deposits. Refunds for supplemental equipment may also be given, depending upon the EDHC's ability to obtain such refunds from the EDHC's suppliers.

B. In the event of cancellation due to inclement weather, the EDHC's sole liability will be limited to the refund of any deposits. At no time with the EDHC be liable for any expenses, direct, indirect or consequential, incurred by the Tenant as a result of cancellation due to inclement weather.

### 13. ASSIGNMENT AND SUBLETTING

A. The Tenant hereby agrees that they cannot and will not assign nor sublet any part of the said premises without the consent in writing of the Facilities Manager, and the completion of a DHSC Ice EDHC Contract by other party.

### 14. INDEMNIFICATION

A. The Tenant and each of its members/guests in consideration of being allowed to use the EDHC's facilities defined herein agrees to indemnify, defend, save the EDHC, and voluntarily assumes all risks of accident or damage to its property and to the person and property of said members and hereby releases the EDHC, Board, its officers and employees from every claim, liability or damage of any kind sustained by it and each and every of its officers and employees.

### 15. EDHC RULES

A. It is agreed by and between the parties hereto that the Rules and Regulations of the EDHC and its Board of Directors are hereby made a



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part of this rental Agreement, and receipt of the said Rules and Regulations is hereby acknowledged. Violation of any of the rules and regulations by any player, parent, coach, team officials, spectator or employee of the said Tenant shall be grounds for the offending party's removal from the EDHC.

B. Any damage to the EDHC or its equipment caused by any player, parent, coach, team officials, spectator or employee of the said Tenant, including any Sub-Tenant's shall be repaired and/or replaced and the EDHC shall be reimbursed for all costs involved by the Tenant.

### 16. MECHANICAL EQUIPMENT FAILURE

A. In the event of mechanical failure of the EDHC equipment, the Tenant will be notified by the EDHC staff as soon as possible. The EDHC's management shall have the exclusive authority to determine whether the ice sheet is in usable condition, and shall not be liable to the Tenant for the consequences of any cancellation other than to supply the Tenant with substitute ice time acceptable to the Tenant or a refund of its deposit.

### 17. CONSIDERATION AND TERM

A. In consideration of the conditions contained in this Ice Rental Agreement, the EDHC through its appointed agent(s) leases and lets to the Tenant, the EDHC's facilities, and the Tenant agrees to pay the following amounts for the attached contracted ice on or before the dates mentioned in the payment section of this contract.

Signature Cathy Erickson, CFO Print

Signature Cathy Erickson

Date 12/14/18