



City of Flagstaff Recreation Services
211 W. Aspen Ave.
Flagstaff, AZ 86001
Phone: (928) 213-2312
Fax: (928) 556-1226

Jay L. Lively Activity Center Ice Rink License Agreement

This License Agreement (“Agreement”) is entered into by the City of Flagstaff (“City”) and Flagstaff Youth Hockey Association (“Licensee”) to allow Licensee to rent ice time at the Jay L. Lively Activity Center Ice Rink.

RECITALS

- A. The City operates an ice rink facility (“Ice Rink”) at the Jay Lively Activity Center, located at 1650 N. Turquoise Drive, Flagstaff, AZ 86001 (“Ice Arena”);
- B. The Licensee desires to rent ice time at the Ice Arena for a fee, and the City desires to make ice time at the Ice Arena available for rent;
- C. The City and the Licensee desire to enter into this Agreement for the use of the Ice Rink under the terms and conditions set forth below.

In consideration of the mutual covenants contained in this Agreement, the City and Licensee agree as follows:

TERMS AND CONDITIONS

1. **Ice Rink and Facilities.** The City hereby agrees to license to the Licensee the use of the Ice Rink at the Ice Arena for a fee. Licensee shall have exclusive use of the Ice Rink for purposes of conducting practices and games during the periods of time that Licensee schedules use of the Ice Rink in accordance with Section C below. In addition to the Ice Rink, Licensee shall be permitted to use all of the Ice Arena facilities, including locker rooms, bathrooms, and the referee’s room. Licensee shall also be permitted to use two (2) hockey goals and nets, which will be provided by the City. The Ice Arena will be open forty-five minutes prior to scheduled periods of use. The Licensee can request that the Ice Arena be made available earlier for an additional fee.
2. **Term of Agreement.** This Agreement shall become effective as of the last signature date set forth below and terminate on October 1, 2020.
3. **Fee.** The Licensee agrees to pay the City at a rate of \$77.94 per hour plus tax for use of the Ice Rink and facilities at the Ice Arena. Fees due to the City from Licensee for scheduled periods of use will be invoiced to the Licensee and shall be payable prior to such use. **If the Licensee fails to make timely payments, it will forfeit its scheduled use of the Ice Rink.** The hourly fee may be changed periodically by the Flagstaff City Council. The City reserves the right to charge spectator fees in accordance with the fee schedule adopted by City Recreation Services.
4. **Rules of Use.** The following rules must be followed at all times. Failure to follow the rules may result in termination of the Agreement.
 - a) The Licensee is responsible for monitoring all persons who are members of Licensee’s organization or guests of the Licensee, including visiting teams and their guests using the Ice Arena and Ice Rink during Licensee’s scheduled periods of use.
 - b) Alcohol is not allowed in the Ice Arena. Use of alcohol or any other illegal substances by Licensee,

Licensee's guests, visiting teams, or guests of visiting teams will result in forfeiture of the scheduled ice time for the day that such use is discovered.

- c) The Ice Arena is a tobacco-free environment. Use of any tobacco product in the Ice Arena is prohibited.
- d) Fighting, the use of offensive language, and shaking, pounding, or standing on the ice rink boards is strictly prohibited.
- e) Locker rooms shall be left in a clean and orderly manner. Licensee will be charged at a rate of \$20.00 per hour if locker rooms or other areas require additional cleaning, repair, or replacement as a result of the activities of Licensee, Licensee's guests, visiting teams, or guests of visiting teams. Licensee is responsible for all damages that occur to the Ice Rink or Ice Arena facilities during its scheduled periods of use.
- f) No more than 500 spectators are permitted for events and hockey games at the Ice Arena. The City reserves the right to change the number of allowable spectators at any time. The City will be responsible for counting the number of spectators entering the Ice Arena.
- g) For Licensee-sponsored events at the Ice Arena that will be attended by 100 or more spectators, the Licensee must arrange for police personnel to provide public safety and security services at the event. For events with expected attendance of 100 to 200 spectators, one police officer must be provided. For events with expected attendance of 200 to 400 spectators, two police officers must be provided. For events with expected attendance of 400 to 500 spectators, three police officers must be provided. Licensee shall be responsible for paying all costs associated with providing police personnel under this section. If the Licensee is unable to provide police personnel for its event, the City reserves the right to limit the number of spectators at the event to a safe amount.

5. **Scheduling Periods of Use.** The Licensee must schedule ice time at least thirty (30) days in advance by contacting City staff at the Ice Arena. Nothing contained in this Agreement shall be construed to guarantee that requested periods of use will be available for Licensee. Confirmation of scheduled ice time will be by written invoice issued by the City. All changes to scheduled ice times must be approved by City staff at the Ice Arena. Additional ice time may be scheduled without thirty (30) days advance notice, if available. The City reserves the right to schedule the Ice Rink for other uses at any time the ice is not scheduled for use by the Licensee.

6. **Cancellations.** All cancellations of scheduled ice time must be made sixty (60) days prior to the canceled date to receive a full refund. All cancellations made forty-five (45) to fifty-nine (59) days prior to the canceled date will be refunded at 50%. Cancellations made less than forty-five (45) days prior to the canceled date will not be refunded. All scheduled ice time must be paid for by the Licensee whether or not the ice time is actually used. The City may reschedule use of the Ice Rink after receiving notice of cancellation and will attempt to fill all open times. If the City is able to reschedule use of the Ice Rink, the Licensee will receive credit for the time period that was rescheduled.

7. **Facility and Security Deposit.** The City requires a deposit for facility use and security, which may be used to pay for damage to the Ice Rink or Ice Arena facilities caused by the Licensee, Licensee's guests, visiting teams, or guests of visiting teams, or to cover unpaid facility-use fees. The Facility and Security Deposit will be 10% of the total monthly fee for the amount of time booked by Licensee or \$500.00, whichever is less. The Facility and Security Deposit is due when ice time is scheduled.

8. **Conditions of Facility.** Rental of the Ice Rink is "as is." The City is under no obligation to modify the Ice Rink or to obtain additional equipment. Licensee acknowledges that it has inspected the Ice Rink and Licensee is satisfied with its physical condition and its suitability for its intended use. If the Ice Rink or any portion of it is

destroyed or damaged by fire or other calamity so as to prevent the use of the Ice Rink by the Licensee during the Term of this Agreement, or if the Ice Rink cannot be so used because of Acts of God, failure of utilities, or other cause beyond the control of the City, then this Agreement shall terminate and Licensee waives any claim against the City for damages by reason of the termination, except that any payments for unused ice time shall be refunded by the City to Licensee.

9. **Termination.** Either party may terminate this Agreement upon thirty (30) days written notice for any reason or no reason. The City also reserves the right to immediately terminate this Agreement if Licensee, Licensee's guests, visiting teams, or guests of visiting teams are in violation of any part of this Agreement during the Licensee's scheduled periods of use.

10. **Liability.** The City shall not be held liable for any accident, theft, or any other loss to the Licensee or any article in the possession of the Licensee.

11. **Indemnification.** Licensee agrees to indemnify, defend, save, and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, demands, actions, liabilities, damages, losses, or expenses, including court costs, attorney's fees, and costs of claim processing, investigation and litigation (hereinafter collectively referred to as "Claims") that arise out of any actual or alleged bodily injury to any person (including death) or property damage caused, in whole or in part, by the acts, errors, omissions, or negligence of the Licensee or any of Licensee's directors, officers, agents, employees, or volunteers in connection with or incident to Licensee's use of the Ice Rink and the Ice Arena facilities. This indemnity provision shall survive the termination, cancellation, or revocation, whether in whole or in part, of this Agreement.

In consideration for the use and occupancy of the Ice Rink, the Licensee agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the use, occupancy or condition of the Ice Rink.

12. **Insurance.** The Licensee shall procure and maintain for the duration of the Term of this Agreement insurance against claims for injury to persons or damage to property, which may arise from or in connection with the Licensee's use and occupancy of the Ice Arena, including the acts of its agents, representatives, employees, or subcontractors. The minimum scope and minimum limits of insurance are as follows: Commercial General Liability Insurance (Occurrence Form) in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. These insurance requirements are minimum requirements and in no way limit the indemnity covenants contained herein. The City does not represent or warrant that these minimum limits are sufficient to protect the Licensee from liabilities that may arise out of its activities, and Licensee is free to purchase additional insurance as it may determine is necessary. A certificate of insurance verifying the required insurance coverage identified above shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds and be accompanied by the required endorsement. Such evidence of additional insured status shall be subject to the approval of the Risk Management Division of the City of Flagstaff. The absence of acceptable insurance and endorsement will be grounds for termination of this Agreement.

13. **Jurisdiction and Venue.** This Agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. Any proceeding or litigation arising out of or relating to this Agreement will be conducted in Coconino County, Arizona. Licensee hereby submits itself to the original jurisdiction of the courts located within Coconino County, Arizona. Each party waives any objection it may now or hereafter have to venue or to convenience of forum.

14. **Conflict of Interest.** The Parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.

15. **Severability.** If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Agreement, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court

of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Agreement or any part thereof.

16. **Applicable Laws.** Licensee shall comply with all applicable laws, ordinances, rules, regulations, and executive orders of the federal, state, and local government that may affect the performance of this Agreement.

17. **Assignment Prohibited.** This Agreement and any rights or benefits described herein may not be assigned by either party.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and any modification or amendment of this Agreement must be in writing and signed by both Parties.

The signatories below acknowledge and represent that they are authorized to execute this Agreement on their behalf or on behalf of the organization they represent.

City of Flagstaff
211 W. Aspen
Flagstaff, AZ 86001

Flagstaff Youth Hockey Association
P.O. Box 2903
Flagstaff, AZ 86003

City Manager

Signatory's Name (Please Print)

Date

Signature

Attest:

Date

City Clerk

Approved as to Form:

City Attorney