

ICE RENTAL AGREEMENT

AGREEMENT FOR: Ice Rental BETWEEN Independent School District 77 and the All-Seasons Arena Joint Powers Board.

Agreement Period: July 1st, 2024 – June 30, 2040, unless terminated earlier by law or as provided herein.

This Agreement is made and entered into by and between Independent School District 77, a body corporate and politic existing under the laws of the State of Minnesota (hereinafter referred to as the "District"), and the All-Seasons Arena Joint Powers Board (hereinafter referred to as the "Lessor").

WHEREAS, Lessor is the fee owner of certain property including the building located at 1251 Monks Avenue that the Lessor operates as an ice arena and which is known as the All-Seasons Arena (the "Ice Arena"); and

WHEREAS, the Lessor currently rents the Ice Arena during certain dates and times to District; and

WHEREAS, a facility audit in 2022 of the Ice Arena identified deficiencies in the systems and structure of the Ice Arena which would result in the Ice Arena no longer being able to be used by patrons, including the District, without necessary improvements being made (the "Project"); and

WHEREAS, the Mankato Area Public Schools School Board, the governing body of the District, as a primary user of the Ice Arena for its students and community education programs, agreed to contribute to the Project by approving the project feasibility study and bid award on March 4, 2024 and considering bids with final approval on April 15, 2024; and

WHEREAS, the District rents and desires to continue to rent ice time and other portions of the Ice Arena; and

WHEREAS, District also desires to use certain areas of the Ice Arena, including use of two (2) men's and two (2) women's locker rooms (the "Locker Rooms") and the dry-land training areas (the "dry-land areas") (collectively known as the "Off-Ice Rented Areas") during certain times when the District does not have exclusive use of the Ice Arena; and

NOW, THEREFORE, in consideration of the Rented Ice and the Off-Ice Rented areas and in further consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereto have contracted and agreed as follows:

1. Premises. The Lessor will rent to the District use of the NORTH or the SOUTH rink or both rinks at same time as mutually agreed upon and pursuant to the rental schedule set forth in Addendum A, which is attached hereto and made a part hereof.
2. Term. During the contract period described above, District shall have the right to

use the portions of the Ice Arena described in this Agreement generally from October 1st through March 31 of each year (“hockey season”). By or before August 15th of each year, the District shall provide the Manager of Ice Arena with an ice time request for the following October through March period. The ice time schedules shall be negotiated and mutually agreed upon by the authorized agents of the parties hereto prior to September 15th of each year. If parties fail to negotiate mutually agreed ice time by September 15th of each year, then ASA may schedule ice time with other users of the Arena on a first come, first serve basis.

3. Rent for Use. The District shall pay the Lessor for use of ice time and locker rooms (“Ice Time”) at a rate of \$240/Hour (as adjusted from time to time, the “Hourly Rent”). Ice time will be billed in a minimum of quarter hour increments. ASA and School District will mutually agree upon an hourly rate adjustment no later than June 30 of each year in writing as an amendment to this Agreement. ASA will bill District quarterly, no later than the fifth (5th) day of each month, for the Ice Time Hours used in the last previous month. Lessor shall deposit Hourly Rent payments into its account #6270 – ASA Operations.
4. Rent for Improvements. In addition to the Hourly Rent charged for usage based on hours used as reflected in Paragraph 3 herein, District agrees to pay to or at the direction of Lessor by June 30 of each year, as part of its rent, the amount of \$100,000 per year to be paid through the district’s lease levy authority for the District’s share of the Project costs (the “Improvement Rent”). Lessor shall cause each payment of Improvement Rent, commencing July 15, 2025 and on July 15 of each year continuing through and including July 15, 2040, to be deposited directly into the City of Mankato’s account #3030 ASA Construction fund or such other account as may be designated by the City of Mankato from time to time. All Improvement Rent shall be assigned to the City of Mankato pursuant to a rent assignment agreement attached hereto as Addendum B and incorporated herein. The Parties acknowledge that the City of Mankato is a third-party beneficiary of this section and there shall be no changes to this section or to the Improvement Rent without the prior written consent of the City of Mankato. Further, this Agreement shall not be terminated without the prior written consent of the City of Mankato.
5. Maintenance. Lessor shall be solely responsible for maintaining all common space utilized by the District pursuant to this Agreement and to provide:
 - Provide heating, ventilation and air conditioning (HVAC) for the portions of the Ice Arena used by District;
 - Provide electricity to the Ice Arena in reasonable amounts necessary for District’s use;
 - Provide such other utility services including gas, water, garbage removal and sewer
 - Provide expendables such as light bulbs, toilet paper and similar items; and
 - Provide trash disposal receptables.
6. Locker Rooms. The Lessor agrees to provide two (2) men’s locker rooms and two (2) women’s locker rooms to the District for hockey season or as otherwise agreed to by the Parties. Lessor will clean these locker rooms during District’s use as needed and will charge the District \$15.00 per hour. The Lessor’s staff will not pick up or clean around equipment or clothing left on the floors of the locker rooms. The Lessor will keep track of the hours

spent cleaning and invoice District at the end of the hockey season for the time spent cleaning ("Cleaning Fees"). The District agrees to pay Lessor within thirty (30) days of receipt of the invoice. All Seasons Arena and School District will mutually agree upon a rate adjustment no later than June 30 of each year.

7. Signage. District agrees to comply with the ASA signage policy. The District shall not post advertisements in any portion of the Ice Arena without prior written approval from Lessor.
8. District Use of Ice Arena and Parking Lot. District shall not permit nor suffer any conduct, noise, odor, or other nuisance in, on or about the Ice Arena to disturb any persons on or about the Ice Arena or adjacent premises. District shall also not permit on or within the Ice Arena any criminal activity by District or District employees or representatives, including those crimes involving physical violence or harm to persons or property or possession of contraband or a controlled substance. Further, District shall:
 - Keep the locker rooms and dry land area in good order.
 - Immediately give notice to Manager of Lessor of any damage to any portions of the Ice Arena from District, its employees or representatives, and make all repairs and replacements to the portion of the Ice Arena resulting from the District's misuse or negligence of form the misuse or negligence of the District's employees or representatives.
 - Cooperate with staff of Ice Arena assigned to oversee the Ice Arena.
 - Pay for and provide ay security measures necessary or desired to secure its equipment, appliances or other valuables, and to provide access to those security measures to the Ice Arena Manager.
 - Follow the Ice Arena's no smoking, no tobacco, no alcohol and no cannabinoid product use and other premises policies regulating permissible activities and do not allow any smoking of any kind or drinking of alcohol within the Ice Arena or surrounding property.
 - Maintain and implement a hiring process that provides for a criminal background check for any District staff and coaches working at the Ice Arena.
 - Share use of the Ice Arena parking lot on a first-come, first-served basis. District may not prohibit, regulate or obstruct use of the Ice Arena parking lot by others. The District is not responsible for the plowing or shoveling of the Ice Arena parking lot or sidewalks.
9. Alterations. The District shall not make alterations to any portions of the Ice Arena without the Lessor's advance written consent. "Alterations" means additions, substitutions, installations, improvements, and similar changes to the physical condition of any portion of the Ice Arena.
10. Indemnification. The Lessor and the District shall each be responsible for the acts of their respective officers, employees or agents, and not the act of the other party's officers, employees or agents. It is the intention of the parties that the Lessor is and shall be considered an independent contractor from District. The Lessor and the District agree to keep in effect policies of commercial general liability insurance to insure against liabilities up to \$500,000 for each claimant and \$1,500,000 for each single occurrence.
11. Termination. Other than any remaining Improvement Rents owed to be paid herein for the

Term of this Agreement and outstanding as of the date of the damage, if the Ice Arena is damaged or destroyed, the parties shall have the option to amend this Agreement to terminate the remaining portions of the Agreement. This option must be exercised by notice by either party to the other given not more than 90 days from the date of such damage. If the Lessor exercises the foregoing option to terminate this Agreement, with respect to any hourly rent paid, Lessor will refund to the District the prorated Hourly Rental Payment up to the date of the damage.

12. Entire Agreement. This Agreement, along with its addenda and any amendments hereto, is the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings or agreements. Any alterations, variations, modifications or waivers of the contract shall only be valid when they are agreed to in writing and signed by authorized representatives of the District and the Lessor.
13. Law. Minnesota law shall be used to construe and interpret this Contract, without giving effect to the principles of conflict of laws. All proceedings related to this Contract shall be venued in the State of Minnesota.
14. Data Practices. All of the data created, collected, received, stored, used, maintained, or disseminated by the Lessor in the performance of the Contract is 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 these laws.
15. No Assignment. Except as provided in Section 4 hereof and Addendum B hereto, 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.
16. Notices. 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:

District Contact

Lessor Contact

17. Compliance with Laws & Severability. The District shall comply with all applicable state, federal and local laws. 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.
18. Interruption of Services. The Lessor explicitly does not warrant that any services the Lessor supplies to the Ice Arena and the rented portions of the Ice Arena will not be interrupted. Services may be interrupted because of accidents, repairs, alterations, improvements, or any reason beyond the reasonable control of the Lessor. No interruption shall make the Lessor liable to the District for monetary damages of any nature. The Lessor may enter the any

portion of the Ice Arena at reasonable times, and at any time in the case of an emergency, to make repairs, alterations, improvements, and additions either required or advisable to preserve the safety and physical condition of the Ice Arena.

19. No Warranty. NO WARRANTY OF CONDITION OF PREMISES. Lessor makes no warranties or representations of any kind in connection with the quality or condition of the Ice Arena and makes no warranties that the rented portions of the Ice Arena are fit for the District's particular purpose. The District shall rely solely upon any prior inspections the District may have made. The District acknowledges that it is renting the Ice, locker rooms and dry land training area based upon the District's own investigation and inspection thereof.
20. Waiver. Failure on the part of the Lessor to complain of any action or non-action on the part of District, no matter how long the same may continue, shall not be deemed to be waiver by Lessor of any of its rights hereunder. No waiver at any time of any of the provisions of this Agreement by Lessor shall be construed as a waiver of any of the other provision hereof, and that a waiver of any provision shall not be construed as a waiver at any subsequent time of the same provision.
21. Anti-Discrimination. The District, its officers, agents, employees and invitees shall follow all non-discriminatory rules and regulations, imposed by the Lessor for users of the Ice Arena.

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

INDEPENDENT SCHOOL DISTRICT 77

Date:.....

Authorized Signature

Print or Type Name of Signatory

Director of Finance

Organization

LESSOR- ALL SEASONS ARENA

Date:_____

Authorized Signature

Print or Type Name of Signatory

Title