



BLOOMINGTON ICE GARDEN RENTAL AGREEMENT

FSC of Bloomington

THIS AGREEMENT is made this _____ day of _____, 2016, between the City of Bloomington, a Minnesota Municipal Corporation, located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431 (hereinafter referred to as the "City"), and **FSC of Bloomington, John Kundtz** located at **3828 Thomas Avenue South, Minneapolis, MN 55410** (hereinafter referred to as the "User").

EVENTS

WHEREAS, the City is the owner and manager of the Bloomington Ice Garden ("BIG") located at 3600 West 98th Street, Bloomington, MN;

WHEREAS, User desires to use portions of BIG subject to the terms and conditions of this Agreement ("Agreement").

NOW, THEREFORE, in consideration of the terms and conditions expressed herein, the parties agree as follows:

1. **TERM.** The City hereby permits User the rental of ice at BIG and use of facilities incidental thereto ("Facilities") at the dates and times set forth on the attached schedule, as amended from time to time, and also attached hereto and known as the "Customer Schedule". The term of this Agreement shall be from **September 2016 to August 2017**.
2. **FACILITIES.** Rental includes exclusive use of one or more of the ice sheets, as determined by City personnel together with non-exclusive use of changing rooms and other common areas.
3. **DEFINITIONS.** The following terms shall have the described meanings when used in this Agreement:
 - a. **Rental Rate:** The regular hourly rate for ice time use as established by the Bloomington City Council and in effect at the time this Agreement is executed.
4. **RENTAL FEE.**
 - a. Users will be invoiced monthly for ice usage and shall pay all outstanding amounts by the 25th day of the month in which the charges are invoiced.
 - b. Users will be charged an additional \$5.00 per hour on all outstanding amounts not paid by the 25th of the month in which the charges are invoiced at the discretion of the Ice Arena Manager.
 - c. Users who fail to show up for a reserved period of ice usage will be charged at the "Regular Rate" identified on "Customer Schedule" at the discretion of the Ice Arena Manager.
5. **SERVICES.** Notwithstanding any other provision of this Agreement, the parties may separately agree for the provision of additional services, personnel and staffing as needed.
6. **RULES AND REGULATIONS.** The User hereby agrees that it and its members using BIG will abide by all rules and regulations adopted by the City, and as amended from time to time, for use of BIG,

and will comply with all City ordinances and State law. User also agrees that it will have an authorized representative present at all times during the use of the facilities to supervise the activities of its members and invitees.

- 7. USER MAINTENANCE.** User shall be responsible for clean-up of locker room facilities following each use, including the pick-up and proper disposal of trash, litter and other debris left at BIG by User and User's members, guests, invitees and others utilizing BIG under the Agreement.
- 8. DAMAGE TO BIG.** User shall be liable to the City for any loss or damage arising out of the use of BIG or its facilities by the User or User's members, guests or invitees.
- 9. INDEMNIFICATION.** User agrees to hold the City and its officers, agents and employees harmless and defend and indemnify the City against any claims related to use of BIG by user, its agents, employees, subcontractors. User further agrees to defend, indemnify and hold the City its officers, agents and employees harmless from any liability, claims damages, costs, judgments, or expenses, including reasonable attorney's fees, arising from the use of BIG by User or User's guests or invitees, including any and all claims for bodily injury or death or property loss or damage sustained as a result of use of BIG by User or User's guests or invitees.
- 10. INSURANCE.** User shall maintain Commercial General Liability insurance in the following amounts:
 - a. Bodily injury in the amount of at least \$500,000 per individual and \$1,500,000 per occurrence for injuries or death arising out of each occurrence;
 - b. Property damage liability in the amount of \$1,500,000 for each occurrence; or
 - c. As an alternative, the User may carry aggregate commercial general liability limits of at least \$2,000,000.
 - d. User further agrees to name the City as additional insured in said insurance policies and to provide a certificate of said insurance to the City prior to use of the BIG facilities.
- 11. CANCELLATION OR RESCHEDULING.**
 - a. **BY USER.** User shall notify BIG Management of any cancellation of any ice time scheduled under this Agreement thirty (30) days prior to the time being canceled. Except as provided otherwise herein, or upon BIG Management approval, all ice time set forth on Customer Schedule must be paid for by the User whether or not Customer actually uses the Facilities.
 - b. **BY CITY.** The City reserves the right to:
 - i. Cancel this Agreement for any default or breach of the Agreement by the User or its members; and
 - ii. Reschedule dates or times of use by the User provided on Customer Schedule, if the City deems necessary. In the event of a mechanical, or other failure of the BIG equipment or facilities, the City will notify User as soon as possible, and will reimburse fees paid by User for any time scheduled under this agreement which makes BIG unavailable to User as a result of such failures.
- 12. AGENT AUTHORITY.** User certified that he/she is the User or an agent of the User and is authorized to execute this Agreement and accept the responsibility for observance of the rules and regulations of the City.
- 13. ASSIGNMENT.** User shall not assign this Agreement, or interest arising herein, without the express written consent of the City.
- 14. ENTIRE AGREEMENT.** This Agreement represents the entire agreement of the parties and supersedes all prior agreements and negotiations between the parties relating to the subject matter herein as well as any previous agreement presently in effect between the parties. Any alterations, amendments, deletions, or waivers of provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

- 15. WAIVER.** Any waiver by either part of a breach of any provision of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.
- 16. NON-PROFIT ORGANIZATIONS.** All Users claiming non-profit status must attach a copy of their Certificate of Exempt Status (Form ST-17 or Form ST-3 for a church organization) before such status will be acknowledged for purposes of eliminating the sales tax normally due and payable on ice rental charges.
- 17. MISCELLANEOUS.**
- a. Additional Fees.** User shall pay such other equipment rental, maintenance and other fees as appropriate and as set forth on Addendum A. The City reserves the right to charge supplemental fees for the use of additional locker rooms, additional ice maintenance, utilities and clean-up expenses.
 - b. Sale of Food and Beverages.** The City has the exclusive right to operate concession sales at BIG for the sale of food and beverages, including food and beverages dispensed from vending machines.
 - c. Advertising.** No advertising by User in or on any part of BIG is permitted without the express written consent of the City.
 - d. Parking Lot Usage.** The User will have shared use of the parking lot on a first come, first served basis and may not prohibit use by other patrons.
 - e. Alcohol/Tobacco Use.** Alcohol and Tobacco Use is not allowed on BIG premises.
 - f. Americans With Disability Act and TTY Requirements.** The Contractor agrees to comply with the Americans With Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities. The Contractor agrees to utilize their own text telephone or the Minnesota TTY Relay Service in order to comply with accessibility requirements. The City has designated coordinators to facilitate compliance with the Americans with Disabilities Act of 1990, as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations.
- 18. NOTICE.** All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States Mail, postage pre-paid, as follows

If to the City, to: Andy Baltgalvis, BIG Manager

If to User, to: FSC of Bloomington

- 19. SIGNATURES/EXECUTION.** The person signing this Agreement (hereafter "Signatory") represents and warrants that the User has authorized him/her to execute this Agreement on its behalf and agrees to be bound by its terms and conditions, including the agreement of the User to indemnify and hold the City harmless. In the event the User did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liabilities of the User, as set forth herein, personally.

By signing this Agreement, the parties acknowledge that they have read, understand, and agree to abide by all its conditions as stipulated.

CITY OF BLOOMINGTON

DATED: _____

BY: _____

Its: _____
Mayor

DATED: _____

BY: _____

Its: _____
City Manager

Reviewed and approved by the City Attorney:

City Attorney

USER

DATED: _____

BY: _____

Its: _____