

ICE RENTAL AGREEMENT

This ICE RENTAL AGREEMENT (this “Agreement”) is made and entered into by and between the City of Northfield, Minnesota, a home rule charter city and political subdivision of the State of Minnesota (the “City”), and Independent School District 659, a body corporate and politic existing under the laws of the State of Minnesota (the “District”) and runs from August 1, 2026 through June 30, 2046 (the “Term of the Agreement”), unless terminated earlier by law or as provided herein.

WHEREAS, the Northfield Economic Development Authority, Minnesota, a public body corporate and politic and political subdivision of the State of Minnesota (the “EDA”), is the fee owner of certain real property located in the City, Rice County, Minnesota (PID No. 22.11.1.54.009), whereon the City is newly constructing and equipping and will begin operating an ice arena (the “Ice Arena”); and

WHEREAS, the District desires to rent the Ice Arena during certain dates and times.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties mutually agree as follows:

1. Premises. The City will rent the use of the Ice Arena to the District at the times mutually agreed upon and pursuant to the rental schedule to be set forth annually and attached in **Addendum A**, which is attached hereto and made a part hereof.
2. Ice Time. During the Term of the Agreement, the District shall have the right to use the Ice Arena described in this Agreement on the dates set forth annually in **Addendum A**. By or before August 15th of each year, the District shall provide the manager of the Ice Arena (the “Manager”) with an ice time (“Ice Time”) request for the upcoming hockey season. The District is entitled to at least 300 hours of Ice Time per hockey season under this Agreement. The Ice Time schedule shall be negotiated and mutually agreed upon by the authorized agents of the parties hereto by September 15th of each year and shall be memorialized in an annual amendment to **Addendum A**. During this process, the District shall be given priority over all other users for up to 300 hours of Ice Time during the hockey season. The City may schedule any Ice Time requests the District makes after September 15th of each year on a first come, first serve basis with other users.
3. Rent for Use. The District shall pay the City for the Ice Time at the hourly rate set forth the City’s Fee Schedule (“Hourly Rent”). The current rates for the Hourly Rent are set forth in **Addendum B**. The City annually adopts its Fee Schedule and will send Notice to the District by June 30 of each year of Hourly Rent adjustments. Ice Time will be billed in quarter hour increments. The City will bill the District monthly for the Ice Time used in the last previous month. The City shall deposit Hourly Rent payments into its general operating fund for the Ice Arena.

4. Rent for Improvements. In addition to the Hourly Rent reflected in Paragraph 3, the District agrees to pay the City \$200,000.00 per year for the District's share of the costs of the Ice Arena as set forth in **Addendum C** (the "Improvement Rent"). The District will pay this amount to the City on or before July 15 of each year, commencing July 15, 2026, and continuing through and including June 30, 2046. The City shall use such funds for costs associated with the construction, maintenance, or operation of the Ice Arena.
5. Annual Rent Cap. The District's total rent obligation, made up of Hourly Rent paid pursuant to Paragraph 3 and Improvement Rent paid pursuant to Paragraph 4, shall not exceed \$250,000.00 per District fiscal year (July 1-June 30) unless otherwise agreed to in writing by the parties ("Annual Rent Cap"). This Annual Rent Cap shall not impact, amend, or otherwise affect the District's rights or obligations under this Agreement, including, but not limited to, its right to Ice Time under Paragraph 2.
6. Maintenance. The City shall employ appropriate personnel to operate and maintain the Ice Arena and shall maintain and implement a hiring process that requires criminal background checks for any City employee or representative working at the Ice Arena during the District's Ice Time. The City shall be solely responsible for maintaining the ice surface and all common space utilized by the District pursuant to this Agreement in good condition and order for their intended purpose and to provide:
 - Heating, ventilation and air conditioning (HVAC);
 - Electricity to the Ice Arena in reasonable amounts necessary for the District's use;
 - Such other utility services, including gas, water, garbage removal and sewer;
 - Expendables such as light bulbs, toilet paper and similar items;
 - Trash disposal receptacles;
 - Resurfacing of ice during District usage; and
 - Plowing and shoveling of the Ice Arena parking lot and sidewalks.
7. Locker Rooms. The City agrees to provide locker rooms for the District's exclusive use during the hockey season each year, consistent with the period set forth in **Addendum A**, which shall include both a High School Boys and Girls Locker Room. The City will provide normal cleaning and maintenance to these locker rooms. Any improvements the District chooses to make to the High School Boys and Girls Locker Rooms, such as replacement of locker stalls, will be the District's responsibility.
8. Signage. The District agrees to comply with the Ice Arena signage policy. The District shall not post advertisements in any portion of the Ice Arena without prior written approval from City.
9. District Use of Ice Arena and Parking Lot. During the District's use of the Ice Arena, the District will use reasonable means to prevent any conduct, noise, odor, or other condition in or around the Ice Arena that unreasonably interferes with the use or enjoyment of the Ice Arena or nearby property. Unreasonable interference includes behavior, activity, or conditions that materially disrupt operations, create safety concerns, damage property, or

generate repeated complaints from persons at the Ice Arena or on adjacent premises. The District will not permit, and will use reasonable means to address, any criminal activity in or around the Ice Arena by its employees, volunteers, or representatives, including crimes involving physical violence, injury to persons or property, or possession of contraband or controlled substances. Further, the District shall:

- Keep the locker rooms and dry land area in good order;
- Immediately give notice to the Manager of any damage to the Ice Arena caused by the District or its employees, volunteers, or representatives or by others during the District's use of the Ice Arena to the extent the District has notice of such damage. The District will be responsible for the reasonable cost of repairs or replacements to the extent any damage is caused by the misuse or negligence of the District or its employees, volunteers, or representatives. If the parties disagree as to whether the District is responsible for the damage or as to the scope of any required repair or replacement, the parties shall meet and confer in good faith to resolve the dispute within 10 business days of identifying the damage at issue;
- Cooperate with Ice Arena staff;
- Pay for and provide any security measures necessary or desired to secure its equipment, appliances or other valuables, and provide the Manager with access to those security measures;
- Follow the Ice Arena's no smoking, no tobacco, no alcohol and no cannabinoid product use policies and other premises policies regulating permissible activities and not knowingly allow any smoking of any kind or drinking of alcohol within the Ice Arena or surrounding property;
- Maintain and implement a hiring process that requires criminal background checks for any District staff or 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.

9. Alterations. The District shall not make alterations to any portions of the Ice Arena without the City'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 City and the District shall each be responsible for the acts of their respective officers, employees or agents, and not the acts of the other party's officers, employees or agents.
11. Insurance. The City and the District agree to keep in effect policies of commercial general liability insurance to insure against liabilities up to \$500,000 for each claim and \$1,500,000 for each single occurrence or sufficient to cover the liability limits outlined in Minnesota Statutes section 466.04, as it may be amended, whichever is greater.

The City shall maintain property insurance on the Ice Arena in its full value. If a covered loss occurs and the City elects not to use any property insurance proceeds to repair or rebuild the Ice Arena and the District's use of the Ice Arena is materially impaired, the District's obligation to pay Improvement Rent shall abate, and the District shall be entitled to a

proportionate share of the insurance proceeds based on the total amount of Improvement Rent paid by the District as of the date of loss as compared to the total cost of construction of the Ice Arena. This amount shall be determine using the formula: $D = P \times (R \div C)$, using the following key:

D = the District's proportionate share of the property insurance proceeds

P = the total property insurance proceeds received by the City

R = the total amount of Improvement Rent paid by the District as of the date of loss

C = the total cost of construction of the Ice Arena

12. Termination. 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 may be exercised by either party by giving written notice to the other party not more than 90 days from the date of such damage. If either party exercises this option to terminate this Agreement, the City will refund to the District the prorated portion of the Improvement Rent for the period beginning on the date of the damage through the end of the fiscal year. Notwithstanding anything is this Agreement to the contrary, the District shall have the right to terminate this Agreement, on a yearly basis, if the School Board of District does not appropriate funds sufficient to continue the Agreement.
13. 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 Agreement shall only be valid when they are agreed to in writing and signed by authorized representatives of the District and the City.
14. Law. Minnesota law shall be used to construe and interpret this Agreement, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the State of Minnesota.
15. Data Practices. All of the data created, collected, received, stored, used, maintained, or disseminated by the City in the performance of the Agreement 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.
16. No Assignment. Neither party shall assign this Agreement or any of the rights, duties or payments arising under this Agreement to any third party without the written consent of the other.
17. Notices. All notices required under this Agreement 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 Agreement, the following persons are the designated contacts:

District Contact

Activities Director

City Contact

Facilities Manager

18. Compliance with Laws & Severability. The District shall comply with all applicable state, federal and local laws. If any portion of this Agreement 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 Agreement shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
19. Interruption of Services. The City explicitly does not warrant that any services it 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 City. The District has no obligation to pay Hourly Rent for Ice Time it could not utilize because of any interruption of service. No interruption shall make the City liable to the District for monetary damages of any nature except as otherwise set forth in this Agreement. The City 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.
20. No Warranty of Conditions of Premises. Except as expressly provided for herein, the City 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 Arena based upon the District's own investigation and inspection thereof.
21. Waiver. Failure on the part of either party to complain of any action or non-action on the part of the other party, no matter how long the same may continue, shall not be deemed to be waiver of any of rights hereunder. No waiver at any time of any of the provisions of this Agreement by either party shall be construed as a waiver of any of the other provision hereof, and a waiver of any provision shall not be construed as a waiver at any subsequent time of the same provision.
22. Anti-Discrimination. The District, its officers, agents, employees, volunteers and invitees shall follow all non-discriminatory rules and regulations, imposed by the City for users of the Ice Arena.

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

INDEPENDENT SCHOOL DISTRICT 659

Date: 6-8-2020

By *Claudia Langley*
Its Board Chair

By *Matthew J. Hillman*
Its Superintendent

CITY OF NORTHFIELD, MINNESOTA

Date: _____

By _____
Its Mayor

By _____
Its City Clerk

ADDENDUM A

ICE TIME SCHEDULE

[To Be Updated Annually]

ADDENDUM B

RATES

[To Be Updated Annually]

Rink Rental	Fee
ISD 659 Practice and Games	\$180 per hour
ISD 659 Game Fee	\$185 per game

ADDENDUM C

ICE ARENA IMPROVEMENT RENTS

Payment No.	Annual Payment Date	Improvement Rent Amount
1	July 15, 2026	\$200,000.00
2	July 15, 2027	\$200,000.00
3	July 15, 2028	\$200,000.00
4	July 15, 2029	\$200,000.00
5	July 15, 2030	\$200,000.00
6	July 15, 2031	\$200,000.00
7	July 15, 2032	\$200,000.00
8	July 15, 2033	\$200,000.00
9	July 15, 2034	\$200,000.00
10	July 15, 2035	\$200,000.00
11	July 15, 2036	\$200,000.00
12	July 15, 2037	\$200,000.00
13	July 15, 2038	\$200,000.00
14	July 15, 2039	\$200,000.00
15	July 15, 2040	\$200,000.00
16	July 15, 2041	\$200,000.00
17	July 15, 2042	\$200,000.00
18	July 15, 2043	\$200,000.00
19	July 15, 2044	\$200,000.00
20	July 15, 2045	\$200,000.00