

MOOSE SHERRITT ICE ARENA
ICE RENTAL CONTRACT

This agreement, made and entered into this _____ day of _____, 20_____, by and between the Moose Sherritt Ice Arena (hereinafter referred to as the “Arena”), owned by the Monticello School District, organized under the laws of the State of Minnesota (hereinafter referred to as “District”), and administered by the Monticello School Board (hereinafter referred to as the “Board”) and the _____, Hereinafter referred to as the “Second Party.”

The Board administrates through the Arena Manager and desires to provide ice time at the Arena for a Fee. The Second Party wishes to rent ice time at the Arena.

Now, therefore, the following provisions are mutually agreed upon between the Arena and the Second party:

RENTAL RATES

The undersigned agrees to pay the Arena, as and for the rental of the Arena and facilities incidental thereto. The rent, to be paid by the Second Party to the Arena for use of the premises herein described shall be at the rate per hour of:

BUSY SEASON: (1st calendar day of September thru the last calendar day of March)

Non Prime-Time Hours

Monday – Friday	12:00 AM – 1:59 PM	\$125 per hour
Monday – Friday	10:00 PM – 11:59 PM	\$125 per hour
Saturday - Sunday	12:00 AM – 7:59 AM	\$125 per hour
Saturday - Sunday	9:00 PM – 11:59 PM	\$125 per hour

Prime-Time Hours

Monday – Friday	2:00 PM – 9:59 PM	\$150 per hour
Saturday - Sunday	8:00 AM – 8:59 PM	\$150 per hour

The Arena reserves the right to change any of the rental fees as it deems necessary.

KEEP THE KIDS SKATING SEASON: (1st calendar day of April thru the last calendar day of August)

Non High Temperature Hours

Monday – Sunday	12:00 AM – 9:59 AM& 8:00 PM – 11:59 PM	\$125 per hour
Volume Discounts	15 - 25 hours of ice purchased during ten consecutive weeks	\$120 per hour

High Temperature Hours

Monday – Sunday	10:00 AM – 7:59 PM	\$150 per hour
Volume Discounts	15-25 hours of ice purchased during ten consecutive weeks	\$140 per hour
	25-50 hours of ice purchased during ten consecutive weeks	\$130 per hour
	50&up hours of ice purchased during ten consecutive weeks	\$125 per hour

PAYMENT

At the end of each calendar month, the Arena shall submit an invoice to the Second Party showing the number of hours said premises were used by the Second Party during the previous month and the rent payable for such use.

The invoice for such rental of the Arena shall be due and payable within thirty (30) days of the dated invoice. Any unpaid balance beyond the thirty (30) days of the dated invoice shall be subject to finance charges at the 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.

Any unpaid balance due beyond sixty (60) days of dated invoice shall be sufficient reason for denying and selling the Second Party's use of the said premises during the remainder of the term of this contract.

MISCELLANEOUS COSTS

As it becomes necessary to employ personnel (i.e. security) or rent/purchase any equipment the Arena does not have access to, the cost(s) incurred will be borne by the Second Party at the time the event is being held.

One calendar month after the rental/purchase of the miscellaneous cost(s) by the Arena, the Arena shall submit an invoice to the Second Party showing the miscellaneous cost(s) for such use.

The invoice for such miscellaneous cost(s) shall be due and payable thirty (30) days after the said miscellaneous cost(s) are invoiced. Any unpaid balance after thirty (30) days shall be sufficient reason for the Arena to apply finance charges at the rate of 1.5% per month (annual percentage rate of 18%). Said finance charges will be based on the balance due for the number of days the balance remains unpaid.

Any unpaid balance due beyond sixty (60) days of dated invoice shall be sufficient reason for denying and selling the Second Party's use of the said premises during the remainder of the term of this contract.

CANCELLATION

In the event the Second Party finds it necessary to cancel any of the rental periods of the Arena for which it has contracted, the second party shall give the Arena Manager ten (10) working days prior notice in writing of intent to cancel. In the event the Arena sells the cancelled contracted time to another party, then the Second Party is no longer liable for the charge on the cancelled contracted time. If the time cannot be sold, the second Party shall pay for the cancelled contracted time at the specified rate.

If any contracted time is cancelled on less than ten (10) working days' notice and not resold, the Second Party shall pay for the cancelled contracted time at the specified rate.

Sale to another party means an hourly sale of Arena and does not include spontaneous Arena programs that serve as ice time schedule fill-in activities, i.e. open hockey, open skating, etc...

All notices of cancellation of contracted rental time by the Second Party must be in writing and given to, mailed or faxed to the Arena Manager. If the notice of cancellation is mailed, the date of receipt of the notice by the Arena Manager shall constitute the beginning of the ten (10) day prior notice requirement.

ASSIGNMENT AND SUBLETTING

The Second Party hereby agrees that they can not and will not assign nor sublet any part of the said premises without the consent in writing of the Arena Manager, and the completion of a Moose Sherritt Ice Arena Contract by other party.

INDEMNIFICATION

The Second Party and each of its members in consideration of being allowed to use the Moose Sherritt Ice Arena agrees to indemnify, defend, save the Arena, 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 Arena, District, Board, its officers and employees from every claim, liability or damage of any kind sustained by it and each and every of its officers or employees.

ARENA RULES

It is agreed by and between the parties hereto that the Rules and Regulations of the Arena, Board, and District are hereby made a 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 Second Party shall prohibit future use of the Arena by that person or employee. Any damage to the Arena or contents caused by any player, parent, coach, team official, spectator, or employee of the said Second Party shall be repaired and/or replaced and the Arena shall be reimbursed for all costs involved by the Second Party.

MECHANICAL EQUIPMENT FAILURE

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

CONSIDERATION AND TERM

In consideration of the conditions contained in this Ice Rental Contract, the Arena through its appointed agent(s) leases and lets to the Second Party, the Moose Sherritt Ice Arena skating rink and facilities, and the Second Party agrees to pay the following amounts for the attached contracted ice on or before the dates mentioned in the payment section of this contract.

Each of the parties has caused these presents to be executed by the Moose SherrittIce Arena, its Arena Manager, and the Second Party by its Authorized Agent. This agreement is dated the day and year first above written

BY _____
MOOSE SHERRITT ICE ARENA MANAGER

BY _____
SECOND PARTY AUTHORIZED PERSONELL

SIGNATURE TITLE

ORGANIZATION NAME

ADDRESS

_____, _____
CITY STATE ZIP

PHONE

OTHER PHONE

TAX EXEMPT NUMBER