

AGREEMENT FOR USE OF LAKEVIEW ARENA

This Agreement, made and entered into this _____ day of _____ 2021, by and between the **CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, MI 49885 (hereinafter referred to as the "City") and the **HOCKEY MUTINEERS OF MARQUETTE**, a Michigan corporation, of 401 East Fair Avenue, Marquette, MI 49885 (hereinafter referred to as the "User Group").

WHEREAS, the City is the owner and operator of Lakeview Arena at 401 E. Fair Avenue, Marquette, Michigan; and

WHEREAS, the City is willing to lease to User Group space as shown in Exhibit "A" in Lakeview Arena in accordance with the terms and conditions contained herein from October 1, 2021, through March 31, 2022.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, it is agreed as follows:

1. In consideration of two (2) equal payments of \$2,100.00, the User Group shall be entitled to exclusive use of the Lakeview Arena ice sheet specified in Exhibit "A" for the times listed under "Customer Schedule" which includes 21 hours. The City will invoice the User Group on October 1, 2021 and on January 1, 2022, with payment due no later than thirty (30) days after each invoice date. The City shall invoice or issue a refund to reflect all additional, or fewer, hours of ice usage at the end of this agreement.

2. Should the User Group wish to lease its ice time to another responsible group, at the same rate, during the contract period, it may do so upon forty-eight (48) hours minimum notice to the City. Such sub-lease of User Group ice time shall be made and transacted between the parties and not involve the City. The City retains the right to deny such use for cause which shall

not be unreasonably withheld.

3. Food and beverage service operated by the City, or by those persons contracting with the City to provide said services, will be available to others during advertised special events. The City will work with the User Group to coordinate food service.

4. The User Group recognizes that use of Arena facilities must be properly planned. User Group will provide a minimum of forty-eight (48) hours notice to the City in the event of any facility use changes, including cancellation, change of time, or additional use, and will maintain the facilities as they were found prior to their use.

5. The User Group understands and agrees that there is inherent danger and risk of injury to those individuals participating in an observing the User's Group's activities. The User Group expressly agrees to assume the full risk of and responsibility for any and all injuries, accidents, or damages (including death) that may occur as a result of participating in or observing the User's Group's activities except to the extent caused by the City's gross negligence or intentional misconduct, and the User Group releases the City, its officers, directors, agents, representatives, contractors and employees from such liability.

6. The User Group agrees to release, indemnify and hold harmless the City, its officers, directors, agents, representatives, contractors and employees from any and all claims, including attorney fees and costs, that may be brought against it by anyone claiming to have been injured or damaged as a result of the User Group's use of or activities, including but not limited to bodily injury, property damage or other injury or damage that may occur in connection with Hockey Mutineers of Marquette activities, except to the extent caused by the City's gross negligence or intentional misconduct.

7. The User Group shall procure and maintain insurance for the duration of this Agreement against liability claims for injuries to persons or damages to property which may arise

from or in connection with the use of Lakeview Arena and naming the City as an additional insured. The insurance required by this Agreement shall be in amounts acceptable to the City and shall be endorsed to state that coverage shall not be reduced or canceled except after thirty (30) days notice to the City by certified mail, return receipt requested.

8. The occurrence of any of the following shall constitute a default by the User Group:

- a. Abandonment and vacation of Lakeview Arena during the Agreement.
- b. Failure to perform any provision of this Agreement, if the failure to perform is not cured within thirty (30) days after the City provides written notice to the User Group.
- c. Failure to maintain insurance as required by this Agreement, which shall be cause for immediate termination of this Agreement by the City.
- d. The User Group files a petition in bankruptcy or insolvency or for reorganization, or involuntary proceedings are filed against the User Group under applicable bankruptcy laws.
- e. The User Group fails to make any payment when due.

9. In the event of default, the City shall provide the User Group written notice of default. The User Group shall have thirty (30) days after notice is provided to cure said default. No notice shall be deemed a forfeiture or termination of this Agreement unless the City specifies such in the notice. In the event the User Group does not cure the default within the allowed thirty (30) day time period, the City shall have the following remedies, which shall not be exclusive and shall be in addition to any other remedies now or later allowed by law:

- a. The City may elect to continue this Agreement.
- b. The City may terminate the User Group's right to possession of Lakeview Arena at any time, by providing specific written notice to this effect.

c. The City shall be entitled to recover all amounts, including any attorney fees incurred by the City in pursuit of the default.

10. Any notice required under this Agreement shall be in writing and served by prepaid, first class mail to the address listed on the first page of this Agreement, or any other address as either party may provide to the other in writing.

11. No delay or omission in the exercise of any right or remedy of the City on any default by the User Group shall impair such right or remedy or be construed as a waiver of the right to pursue such remedy.

12. Nothing in this lease shall render the City in any way a partner, in joint ventureship with the User Group.

13. Upon the expiration or termination of this Agreement, the User Group shall at its sole expense:

a. Remove all of its goods, effects, and equipment.

b. Surrender the premises to the City.

Any goods, effects or equipment owned by the User Group that is not removed shall be deemed to have been abandoned and shall become the property of the City.

14. By executing this Agreement and taking possession pursuant to the terms contained herein, the User Group acknowledges that Lakeview Arena is in the condition called for by this Agreement.

15. This Agreement contains the entire agreement of the parties with respect to its subject matter. This Agreement may not be modified except by a written document signed by the parties.

16. This Agreement shall bind and benefit the parties and their successors and permitted assigns.

17. This contract is executed in the City of Marquette, State of Michigan, and shall be construed under the laws of the State of Michigan, and the parties agree that any action relating to this contract shall be instituted and prosecuted in the courts of the County of Marquette, State of Michigan, and each party waives the right to change of venue.

CITY OF MARQUETTE

HOCKEY MUTINEERS OF MARQUETTE.

Jennifer A. Smith, Mayor

By: *Joey Enright*
Its: *Board Member*

Kyle Whitney, City Clerk

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs, City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney



Lakeview Arena

300 W. Baraga Ave.
Marquette, MI 49855

Account Schedule Report

Phone: 906-228-0460

Fax: 906-228-0493

Mutineers

Jill Bourdeau

104 Coles Dr Suite D

Phone: 906-235-8101

Email: codyallen248@yahoo.com

Account Schedule - By Date

9/27/2021 - 3/31/2022

Date	Day	Complex	Facility	Event Type	Event Time	Cleanup	Dur.	Rate	Other Chg	Tax
11/5/2021	Fri	LA	Russell Arena	Game	6:30 PM-9:20 PM	9:20 PM-9:30 PM	3/0	200.00	0.00	0.00
11/27/2021	Sat	LA	Russell Arena	Game	6:30 PM-9:20 PM	9:20 PM-9:30 PM	3/0	200.00	0.00	0.00
12/18/2021	Sat	LA	Russell Arena	Game	6:30 PM-9:20 PM	9:20 PM-9:30 PM	3/0	200.00	0.00	0.00
1/8/2022	Sat	LA	Russell Arena	Game	6:30 PM-9:20 PM	9:20 PM-9:30 PM	3/0	200.00	0.00	0.00
1/14/2022	Fri	LA	Russell Arena	Game	6:30 PM-9:20 PM	9:20 PM-9:30 PM	3/0	200.00	0.00	0.00
2/4/2022	Fri	LA	Russell Arena	Game	6:40 PM-9:30 PM	9:30 PM-9:40 PM	3/0	200.00	0.00	0.00
2/12/2022	Sat	LA	Russell Arena	Game	6:30 PM-9:20 PM	9:20 PM-9:30 PM	3/0	200.00	0.00	0.00

21 (hrs) / 0 (min)

Sub Total \$

Tax \$

Grand Total \$

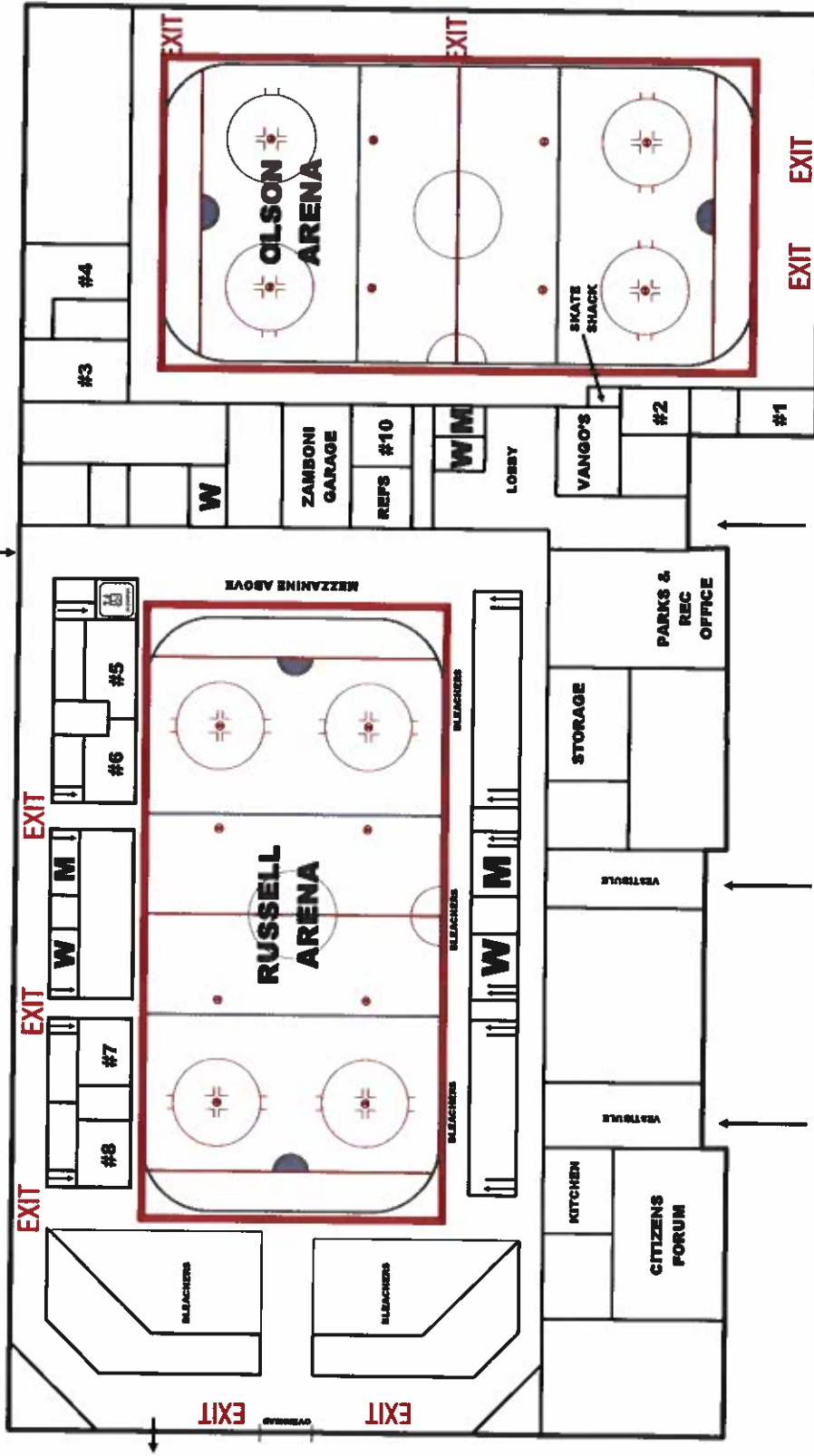


LAKEVIEW ARENA

EXHIBIT A

NORTH
PARKING

NORTH MAIN
ENTRANCE



WEST
PARKING

EAST
PARKING

SOUTH MAIN
ENTRANCE



PAIR ST.
PARKING

MAIN
ENTRANCE

MAIN
ENTRANCE