

AGREEMENT FOR USE OF LAKEVIEW ARENA

This Agreement, made and entered into this ____ day of _____ 2024, 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 **MARQUETTE AREA PUBLIC SCHOOLS (VARSITY HOCKEY)**, of 1201 W. 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, 2024, through March 31, 2025.

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 five (5) equal monthly payments of \$4,025.00, the User Group shall be entitled to exclusive use of the Lakeview Arena ice sheet for 105 hours. The parties will agree upon the Customer Schedule, listing the dates and times of User Group’s use, no later than October 15, 2024. Once the Customer Schedule has been agreed to in writing by the parties, it will be incorporated into and become part of this Agreement. The City will invoice the User Group on the fifteenth (15th) day of each month beginning in November of 2024 and payment shall be due no later than the last day of the following month. The sixth monthly payment will be adjusted, as needed, to reflect actual hours of ice usage by User Group.

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

Group's activities, except to the extent caused by the City's gross negligence or intentional misconduct.

8. 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.

9. 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. Failure to comply with any law or government order.
- e. 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.
- f. The User Group fails to make any payment when due.

10. 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

matter. This Agreement may not be modified except by a written document signed by the parties.

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

18. 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.

19. In the event the Arena is required to temporarily close pursuant to any law or government order, User Group will be prohibited from entering the Arena. In such event, User Group will be billed, and agrees to pay, for actual usage during such time.

CITY OF MARQUETTE

Sally Davis, Mayor

Kyle Whitney, City Clerk

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs, City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney

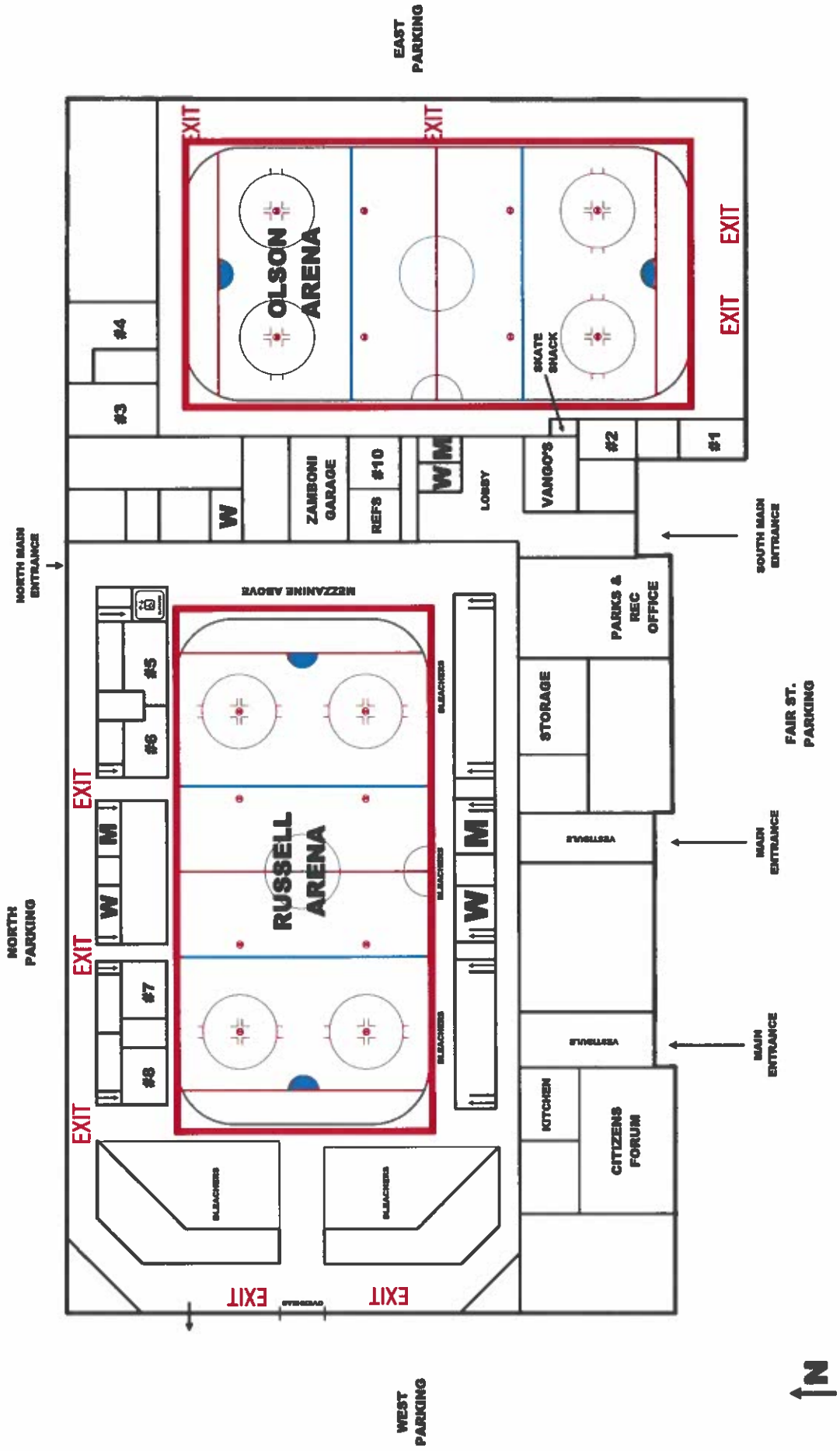
MARQUETTE AREA PUBLIC SCHOOLS

By: Jackson E. Ingalls
Its: Athletic Director



LAKEVIEW ARENA

EXHIBIT A



CERTIFICATE OF COVERAGE

PRODUCER

SET SEG

1520 Earl Avenue
East Lansing, MI 48823

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE REFERENCE NUMBER BELOW.

COMPANIES AFFORDING COVERAGE

MEMBER

Marquette Area Public Schools
1201 W Fair Ave |
Marquette, MI 49855-2668

A MASB-SEG Property/Casualty Pool, Inc.

THIS IS TO CERTIFY THAT THE COVERAGE REFERENCE NUMBER OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE COVERAGE REFERENCE NUMBER PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE REFERENCE NUMBER DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE REFERENCE NUMBERS.

CO LTR	TYPE OF COVERAGE	COVERAGE REFERENCE NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premises/Operations <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury	PC-52170-2025-01	9/6/2024	6/30/2025	BI & PD COMBINED OCCURRENCE	\$1,000,000
					BI & PD COMBINED AGGREGATE	\$3,000,000
					PERSONAL INJURY OCCURRENCE	\$1,000,000
					PERSONAL INJURY AGGREGATE	\$3,000,000
A	EXCESS LIABILITY <input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Automobile Liability <input checked="" type="checkbox"/> Garage Liability	PC-52170-2025-01	9/6/2024	6/30/2025	OCCURRENCE	\$6,000,000
					ANNUAL AGGREGATE	\$6,000,000

DESCRIPTION The City of Marquette and its agents are added as additionally insured under Marquette Area Public Schools general liability coverage limited to the activities performed by or on behalf of Marquette Area Public Schools as it represents the districts' use of the City of Marquette properties during the current coverage form term for school related activities.

CERTIFICATE HOLDER

City of Marquette
300 West Baraga Ave |
Marquette, MI 49855
Additional Insured

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE REFERENCE NUMBERS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Katie Lehman

Katie Lehman
PROPERTY/CASUALTY DEPARTMENT

9/9/2024