

MEMORANDUM OF UNDERSTANDING BETWEEN

MARSHALL AMATEUR HOCKEY ASSOCIATION

AND

THE CITY OF MARSHALL

THIS AGREEMENT MADE this 11th day of September 2018 by and between Marshall Amateur Hockey Association, Lessee and the City of Marshall, a Minnesota municipal corporation, Lessor as follows:

RECITALS

1. City of Marshall, Lessor, is the owner and operator of the facility identified as the Red Baron™ Arena & Expo located at 1651 Victory Drive, Marshall, MN 56258; and
2. Marshall Amateur Hockey Association, Lessee, collectively provides competitive youth hockey opportunities for families in the Marshall, Minnesota area; and
3. Lessee, in the process of providing ice rink availability for practices, games and tournaments has identified the Red Baron™ Arena & Expo, hereinafter referred to as Facility, as a location for establishment of such events; and
4. Lessor has offered the Facility as an event location that would be made available to Lessee in the circumstances of hosting said practices, games and tournaments.

NOW, THEREFORE, in consideration of below listed ice rink rental fees and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

2018/2019	\$65.00/hourly for first 450 hours	\$40.00/hourly thereafter
2019/2020	\$65.00/hourly for first 450 hours	\$45.00/hourly thereafter
2020/2021	\$70.00/hourly for first 450 hours	\$45.00/hourly thereafter

Red Baron Arena & Expo (Facility), to provide physical facilities to support the personnel who are providing services for competitive youth hockey opportunities.

A. DUTIES AND RESPONSIBILITIES

The Lessor agrees to the following:

1. Provide facility located at:

1651 Victory Drive, Marshall, Minnesota 56258
(Street) (City) (State) (Zip Code)
2. Provide support to access appropriate and necessary locker rooms and restroom facilities.

3. Provide access to facility/utility resources. The facility is equipped with the following (please check):

- Y Garbage containers
- Y Telephones (Y/N)
- Y Internet access with WI-FI
- N Fax machines (Y/N)
- Y Copy machine (Y/N)
- Y Handicap Accessible (Y/N)
- Y Adequate Parking Facilities (Y/N)
- Y Water Supply
- Y Restrooms (Y/N)

B. TERM

This Contract shall be effective on the 11th day of September 2018 and shall terminate on the 31st day August 2021.

Rates become effective on September 1st of each year of the agreement.

C. OTHER CONSIDERATIONS

The parties agree to the following:

1. No modifications or changes will be made to the facility/property without the express written approval of the Lessor.
2. This agreement will be exclusive to the Lessee and may not be sublet to, or utilized by, any other private or public entity for the benefit of the agreed upon rates and services.
3. Normal wear and tear is considered to be the responsibility of the Lessor.
4. Expenses: Lessee shall be responsible for payment of ice rink rental fees to the Lessor. Lessor will invoice Lessee after every 30 days of usage and payments shall be made payable to the City of Marshall within 30 days of dated invoice. No ice rink rental fees will be assessed to Lessee for Lessee and/or Minnesota Hockey sponsored tournaments.
5. Lessor shall provide to Lessee, names and telephone numbers of Lessor's staff that may be contacted for Facility scheduling requests, to authorize and allow Lessee access to the Facility for its participants.
6. Lessee shall provide a current Certificate of Liability Insurance to Lessor on, or before, the expiration date of the existing certificate on file. Lessee to provide general liability insurance coverage in the amount of at least \$500,000 and to indemnify the City of Marshall and hold it harmless from any liability arising from the use of the City of Marshall property.

D. NOTICE AND CORRESPONDENCE

All notices and correspondence, which may be necessary or proper for either party, shall be addressed as follows:

TO LESSEE:

Marshall Amateur Hockey Association
PO Box 173 - Marshall, MN 56258
Attention: Scott Mauch, President

TO THE LESSOR:

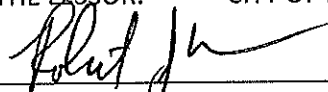
City of Marshall
Attention: Director of Community Services
344 W. Main Street - Marshall, MN 56258

E. INTERPRETATION

This agreement shall be interpreted according to the laws of the State of Minnesota, regardless of its place of execution. Any actions, suits, or claims that may arise pursuant to this agreement shall be brought in a court of competent jurisdiction in the State of Minnesota.

This document represents the entire Agreement between the parties. Any amendments shall be in writing and agreed upon by both parties. IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date and year first above written.

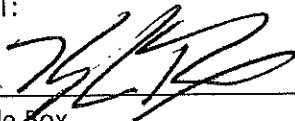
FOR THE LESSOR: CITY OF MARSHALL



By: Robert J. Byrnes
Its: Mayor


Date: 9-11-18

ATTEST:



By: Kyle Box
Its: City Clerk

FOR LESSEE: MARSHALL AMATEUR HOCKEY ASSOCIATION



Scott Mauch
Its: President

Date: 9-14-18