

Mayor and Council –
As discussed at Monday's
Council meeting, please
see the drafts of the user
agreements for the Ice
Arena.

- Victor

10.1.26 Draft

**CITY OF NOVI
NOVI ICE ARENA**

OFFICE SPACE LICENSE AGREEMENT

SKATING CLUB OF NOVI

This License Agreement ("Agreement") is made and entered into this ____ day of _____, 2026, by and between the **City of Novi**, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, MI 48375 ("Licensor" or the "City") and **Skating Club of Novi** ("Licensee"), a Michigan non-profit organization, whose address is 42400 Nick Lidstrom Drive, Novi, MI 48375, upon the following terms and conditions:

RECITALS

A. Licensor is the owner of the Novi Ice Arena property located at 42400 Nick Lidstrom Drive, Novi, MI 48375. Among the various improvements within the arena is office space.

B. Licensee has a skating program and otherwise has the desire to utilize office space for purposes of its skating program and related activities.

C. Licensor and Licensee have a previous history dating back a number of years under which Licensee's skating program was permitted to use office space essentially as an exclusive area available only to it and not to any other individuals or programs on a similar user basis.

D. The arrangement was at various times reduced to writing but at other times subject only to informal and/or verbal agreement and/or practice of the parties.

E. Both Licensor and Licensee would like to formalize the arrangement in writing, for a defined period of time, and to establish various terms and conditions that apply to the use of the office space.

NOW, THEREFORE, in consideration of the foregoing and as further described below, the parties agree as follows:

1. For and in consideration of Licensee's payment of a License Fee in the amount set forth below, the Licensor hereby grants to Licensee use of Office Space [describe by room name or location] in connection with its program, subject to the terms and conditions hereof. Only current members, agents, and employees, while acting in those capacities, are granted this License. Use of the Office Space for unrelated activities (e.g., alumni, adult leagues, etc.) is not permitted. Use of the Office Space may be made by the City or its agents/arena managers for events and other activities upon notice to Licensee.

2. The License Fee shall be \$_____ per year, payable on or before January 1 of each year. The first annual License Fee shall be payable on or before January 1, 2027. The amount of the License Fee is subject to change, in the Licensors sole discretion, from time to time.

3. The term of this License Agreement is five (5) years from January 1, 2027, to December 31, 2031.

4. No improvements or alterations may be made to the Office Space without Licensors prior written consent. Licensee, or its agents, employees, and/or contractors shall install the Office Space improvements during normal business hours. Licensors shall not be responsible for any delay with respect to completion of the installation of such improvements. The Office Space may not be used during construction and/or installment of the improvements. If there is an alternate area in the Ice Arena that may safely be used by Licensee during and throughout the construction, the Licensors, in its sole discretion, may determine whether or not the alternate area is available for use.

5. All alterations and improvements that are installed in the Office Space shall be made at Licensees expense. Licensee must provide Licensors with documentation that all goods and services used to purchase, construct, and/or install the improvements or alterations have been fully paid for by Licensee. Licensee shall not cause, or permit, any construction liens or other encumbrances whatsoever to be placed on the Licensors property, whether by general contractors or sub-contractors, as a result of any alterations or improvements permitted under this Agreement. In the event any construction lien or other encumbrance is placed upon Licensors property as a result of any alterations or improvements by Licensee, Licensee shall bear the sole responsibility and expense of promptly discharging and removing any and all such liens or encumbrances; including reimbursing Licensors for any and all expenses (including costs and attorneys fees) incurred to remove or discharge same.

6. Licensee agrees to maintain the Office Space, as improved, in good condition and that any and all abuse, misuse, or damage to the Office Space or personal property therein shall be the sole responsibility of the Licensee. Licensee shall remain responsible for the full cost and expenses of any and all repairs. Licensors shall not be responsible for losses or any type relating to Licensees use of the Office Space, including but not limited to theft or disappearance of personal property from the Office Space. All supervision necessary for the use of the Office Space by the Licensee shall be furnished by Licensee.

7. Licensee and members of its skating program shall abide by all ice arena policies and rules and regulations, whether adopted by the City, its agents, or other governing bodies, including but not limited to MHSSA, USA Hockey, MAHA, and U.S. Figure Skating. Licensee and members of its skating program or its agents, employees, or invitees shall not bring on the premises glass bottles or containers or alcoholic beverages of any kind. Possession and/or use of tobacco products, controlled substances, or hallucinatory drugs are prohibited. Activity of this kind may result in termination of the License by Licensors. In such a case, the License Fee shall be forfeited by Licensee and remain with the Licensors. The Office Space shall only be accessible by Licensee during normal posted business hours.

8. Licensors and Licensee agree that this Agreement is a license agreement and not a lease. Licensors may terminate this Agreement at any time upon notice to Licensee. In the event that Licensors terminates the License, it shall be within the Licensors's discretion whether any portion of the License Fee shall be returned to Licensee. In the event that the License Agreement is terminated due to the violation of any term of this Agreement by Licensee, or due to dangerous or illegal activity by Licensee or any person on the premises in relation to Licensee's use of the premises, no portion of the License Fee will be returned to Licensee. Upon request of Licensors, all alterations or improvements shall be removed by Licensee upon termination of this Agreement, and the Office Space shall be restored to its prior condition. If Licensors does not require removal of alterations or improvements, then such alterations and improvements shall be the property of Licensors.

9. Licensee acknowledges that there are known and unknown risks that could result from the use of the premises. By way of example only, personal injuries are a risk of the sport of skating. Licensee acknowledges that Licensors is not responsible for personal injuries that occur on or off the ice surface or in the Office Space or elsewhere on the Ice Arena premises. Licensee agrees to be responsible to Licensors, its officers, agents, employees, and invitees, or any other person, for any injuries, damages, claims, demands, or causes of action that are in any way connected with Licensee's use of the premises, its facilities, or its equipment in connection with this License. Licensee on behalf of itself and its agents, employees, students, invitees, and other persons waives, releases, and forever discharges any and all rights and claims for damages which they may have or which may hereafter accrue to them in connection with this License. Insurance in the minimum amount of \$1,000,000 shall be maintained by Licensee for damage or injury occurring on the premises, including within the Office Space. Licensors, its agents, employees, and invitees shall be named as additional insureds. Licensee shall provide evidence of such insurance on a yearly basis, and shall notify Licensors at least thirty (30) days prior to cancellation of any such policy.

10. Licensee shall not assign or in any manner transfer this Agreement or any rights herein without the prior written consent of the Licensors.

11. In the event Licensors, or anyone acting on its behalf, is required to incur attorney fees or costs to enforce this Agreement, Licensee shall reimburse Licensors for reasonable attorney fees and costs.

12. This is the entire agreement between the parties regarding use of the Office Space. Any amendment to this Agreement must be in writing and signed by both parties.

LICENSOR
City of Novi

LICENSEE
SKATING CLUB OF NOVI

By: Justin Fischer
Its: Mayor

By:
Its:

DRAFT

Licensee Contact Information:

Organization: Skating Club of Novi

Contact Person: _____

Address: 42400 Nick Lidstrom Drive, Novi, MI 48375

Phone: _____

Email: _____

DRAFT