

10.1.26 Draft

**CITY OF NOVI
NOVI ICE ARENA**

LOCKER ROOM LICENSE AGREEMENT

NORTHVILLE HIGH SCHOOL

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 Northville Public Schools (“Licensee” or “NPS”), a Michigan general powers school district, whose address is 405 W. Main Street, Northville, MI, 48167, 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 a locker room.

B. Licensee has a high school hockey program and otherwise has the desire to utilize a locker room for purposes of its hockey program and related activities.

C. Licensor and Licensee have a previous history dating back a number of years under which Licensee’s hockey program was permitted to use a locker room 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 locker room.

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 Locker Room [describe by room name or location] in connection with its scheduled practices and games at the Novi Ice Arena, subject to the terms and conditions hereof. Only current high school players and coaches, while acting in those capacities, are granted this License. Use of the Locker Room for unrelated activities (e.g., alumni, adult leagues, etc.) is not permitted. Use of the Locker Room 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's 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. The Locker Room currently has locker stalls and other improvements in place. Licensor consents to Licensee maintaining or improving locker stalls and flooring upgrades in the Locker Room, provided that the plans, construction methods, materials used and colors same must be approved in advance by Licensor. No other improvements or alterations may be made to the Locker Room without Licensor's prior written consent. Licensee, or its agents, employees, and/or contractors shall install the Locker Room improvements during normal business hours. Licensor shall not be responsible for any delay with respect to completion of the installation of such improvements. The Locker Room 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 Licensor, 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 Locker Room shall be made at Licensee's expense. Licensee must provide Licensor 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 Licensor's 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 Licensor's 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 Licensor for any and all expenses (including costs and attorney's fees) incurred to remove or discharge same.

6. Licensee agrees to maintain the Locker Room, as improved, in good condition and that any and all abuse, misuse, or damage to the Locker Room 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. Licensor shall not be responsible for losses or any type relating to Licensee's use of the Locker Room, including but not limited to theft or disappearance of personal property from the Locker Room. All supervision necessary for the use of the Locker Room by the Licensee shall be furnished by Licensee.

7. Licensee and members of its hockey 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 hockey 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 Licensor. In such a case, the License Fee shall be

forfeited by Licensee and remain with the Licensor. The Locker Room shall only be accessible by Licensee during normal posted business hours.

8. Licensor and Licensee agree that this Agreement is a license agreement and not a lease. Licensor may terminate this Agreement at any time upon notice to Licensee. In the event that Licensor terminates the License, it shall be within the Licensor'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 Licensor, all alterations or improvements shall be removed by Licensee upon termination of this Agreement, and the Locker Room shall be restored to its prior condition. If Licensor does not require removal of alterations or improvements, then such alterations and improvements shall be the property of Licensor.

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 hockey. Licensee acknowledges that Licensor is not responsible for personal injuries that occur on or off the ice surface or in the Locker Room or elsewhere on the Ice Arena premises. Licensee agrees to be responsible to Licensor, 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 Locker Room. Licensor, 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 Licensor 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 Licensor.

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

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

LICENSOR
City of Novi

LICENSEE
Northville Public Schools

By: Justin Fischer

By: RJ Webber

Its: Mayor

Its: Superintendent

DRAFT

Licensee Contact Information:

Organization: Northville Public Schools

Contact Person: _____

Address: 405 W. Main Street, Northville, MI, 48167

Phone: _____

Email: _____

DRAFT