# MODEL ICE ARENA RENTAL AGREEMENT

This Ice Arena License Agreement (“Agreement”) is entered into between:

**Rink Operator:** , its agents, servants, employees and members (“Licensor”); and

**Club:** , its agents, servants, employees and members (“Licensee”), collectively referred to as the Parties.

This Agreement is intended to control the rights and responsibilities of the Parties regarding Licensee’s use of the Ice Arena for its activities, which include ice skating, hockey games and practices. Licensee shall have exclusive use of the ice surface, boards, goals, benches and locker rooms (“Licensed Areas”) within Licensor’s facility. This agreement shall also control Licensor’s rights of and responsibilities for those areas of Licensee’s non-exclusive use consisting of the parking lots, walkways, spectator stands and other public areas of the Ice Arena (“Non-Exclusive Areas”).

1. **USE.** The facilities are to be used by Licensee for and during the Term of this Agreement for ice hockey games, practices, team meetings and related club activities unless modified in writing and signed by the parties to this Agreement.
2. **TERM.** This Agreement shall be in effect from , until , unless extended by the parties in writing.
3. **FEES.** Charges are due as set forth below:
4. **LICENSOR’S DUTIES & OBLIGATIONS.** Licensor shall: (a) Make the Arena available at the dates and times specified herein; (b) Provide a facility that is free from open and obvious physical defects in, of, or upon the Licensed Areas and an Ice Arena that is reasonably fit for its intended use and purpose; (c) Advance preparation of the ice surface, placement of nets, boards, lights, scoreboard and PA system as needed for its intended use and purpose; (d) Make reasonable efforts to resolve all concerns, including, but not limited to, correcting all defects that Licensee brings to Licensor’s attention; (e) Be responsible for the condition of the Non-Exclusive Areas and maintain the Ice Arena in accordance with industry standards; and (f) Maintain order and control unruly behavior among spectators jointly with Licensee during all times when the Ice Arena is in use.
5. **LICENSEE’S DUTIES & OBLIGATIONS.** Licensee shall: (a) Abide by such reasonable rules and regulations as are generally applicable to any or all tenants of the Ice Arena; (b) Maintain all Licensed Areas in a clean and orderly manner; (c) Supervise and control the activities of its members, prospective members, players, coaches and invitees; (d) Notify Licensor of any open and obvious physical defects in the Licensed Areas of which it becomes aware; (e) If Licensee requires additional service providers, such as security personnel, for their event, Licensee may retain such providers, at its cost, subject to the prior approval of Licensor, and such an approval shall not be unreasonably withheld; and (f) Maintain order and control unruly behavior among spectators jointly with Licensor during all times when the Arena is in use.
6. **MUTUAL INDEMNIFICATION.** The parties to this Agreement do hereby mutually agree to release, indemnify and hold harmless each other, from and against all liability for bodily injury (including death), damage to property, personal injury, claims, demands, losses, damages, costs and expenses (including any attorney’s fees), and lawsuits arising from, or alleged to arise from, rental and use of ice surface and/ or use of the arena’s facilities, which are the subject of this agreement. Each party shall agree to accept the full responsibility for their own negligence and actions.
7. **INSURANCE.** The parties to this Agreement shall each secure and keep in force during the term of this agreement, from an insurance company, government self-insurance pool or government self-retention fund authorized to do business in the state in which the parties are located, commercial general liability with minimum limits of liability of $1,000,000 per occurrence and a $2,000,000 general aggregate and a $1,000,000 products-completed operations aggregate.
8. **EXCUSE OF PERFORMANCE.** The parties to this Agreement shall be excused from the performance of the terms and conditions of this Agreement when such failure is attributable to, and caused by, an Act of God, by governmental rules, regulations or actions, by a power failure, or by other circumstances that are beyond the control of any of the parties hereto.
9. **ASSIGNMENT.** Except for exchanges of, or the resale of, selected ice rental periods by Licensee, by notice to Licensor, neither party may assign this Agreement or transfer any of its rights, duties or obligations hereunder, without the prior written consent of the other party.
10. **CANCELLATION.** This Agreement may be canceled at any time by either party on 30 days written notice.
11. **COMPLETE AGREEMENT.** This Agreement shall constitute the entire Agreement, including any Addendum(s) or Exhibit(s) as may be attached. In the event that any portion of this Agreement shall be ruled to be unenforceable by the courts, the remainder of this Agreement shall continue in full force and effect, for the term of the Agreement.
12. **NOTICE.** Any notices concerning this agreement may be given, and all notices required by this agreement or concerning performance under this agreement shall be given, in writing, and shall be personally delivered or mailed addressed to the addresses shown below, or such other address or addresses as may be designated by either of the parties, in writing, from time to time. Notice shall also be sent via email to the email address for the party indicated below.
13. **DISPUTE RESOLUTION.** All disputes, controversies, or claims arising out of or relating to this contract, specifically including, but not limited to, those relating to the determination of the duties and responsibilities of the parties and their respective liability for claims arising therefrom, shall first be discussed between the parties and if they cannot resolve the dispute shall be submitted binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect.

### ADDITIONAL PROVISIONS.

IN WITNESS WHEREOF, Licensor and Licensee have mutually executed this Agreement as of the day first above written, or as shown in any Addendum(s) to this Agreement.

Licensor: By: Its: Address:

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Licensee: By: Its: Address:

Phone: Email:

Phone: Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_