

**City of Cottage Grove  
Ice Arena Dry Floor Use Agreement**

Agreement made by and between the City of Cottage Grove and \_\_\_\_\_ (“User”). The city is the sole operator of the Cottage Grove Ice Arena. The City and the User wish to enter into an agreement for the use of that portion of the facility described in paragraph 2 below. Now, therefore, the parties agree as follows:

1. Terms of Agreement:
  - a. Dates of Use: \_\_\_\_\_
  - b. Hours of Use: \_\_\_\_\_
  
2. Facilities Provided by City:
  - a.  West Rink Floor
  - b.  West Rink Public Restrooms
  - c.  Locker Rooms 7, 8, 9 and/or 10 (circle each room)
  - d.  Garbage Cans Readily Provided on West Rink
  - e.  West Rink Lower Level Entrance
  - f.  Main Entrance
  - g.  Concession Stand Operations
  
3. User Group(s) agree to:
  - a.  Provide Certificate of Liability Insurance, listing City as an additional Insured
  - b.  Use only facilities or portions thereof stated in the agreement
  - c.  Follow city code pertaining to any outside signage or marketing
  - d.  Not distribute or post flyers at the Ice Arena without prior authorization
  
4. Purpose of Use: User agrees that only the User Group identified above will use the facilities, with the sole intent of operating \_\_\_\_\_
  
5. Supervision: During use time, while on City of Cottage Grove and/or school district property, the User shall be responsible for providing all supervision of the User’s members, spectators, customers, participants, players, coaches, volunteers and other facility user’s in conjunction with the utilization of the Cottage Grove Ice Arena. The User and any of the aforementioned affiliations to the User agree to abide by any and all rules, policies, procedures and ordinances of the City of Cottage Grove and its Ice Arena.
  
6. Payment:
  - a. User agrees to pay \$ \_\_\_\_\_ to the City of Cottage Grove for use of facility as outlined in this agreement.
  - b. User agrees to pay a \$200.00 damage deposit which will be fully refunded within 30 days if no damage is incurred to the facility or its premises by the User.
  
7. The number of persons who will use this facility shall not exceed 500 at any one time.
8. Compliance with Regulations and Laws: User agrees to abide by all rules, regulations, laws, ordinances, and/or policies of the City of Cottage Grove and Independent School District #833 (adjacent property owner) for the use and occupancy of the Cottage Grove Ice Arena.
9. Use During Authorized Hours: Use begins when the agreement dictates. Any equipment set-up or take down must be completed within the designated hours of use. User agrees not to use or enter the facilities or other facilities within the Cottage Grove Ice Arena during hours not within the terms of this agreement.
10. Compensation for Damage: If it is established that any portion of the Cottage Grove Ice Arena, surrounding landscape or parking lots is damaged by the act or failure to act of User, its members, agents or invitees during the term of this agreement, the City will charge the User the sum that is necessary to restore the premises back to its preexisting condition.

11. Release of Claims Against the City: User hereby expressly releases and discharges the City, its employees or agents from any and all liabilities related to loss, injury or damages to persons or property that may be sustained by the User, its members, agents or invitees while on City property, including parking lot, during the term of the agreement. In the event such loss, injury or damage occurs, User agrees to indemnify and hold the City harmless against all claims and costs resulting there from.
12. Personal Property and Removal of User's Personal Property: Any personal property of the User that requires storage must be approved prior to the use of any City facilities for storage. The City reserves the right to remove from the Cottage Grove Ice Arena and its surrounding property any personal property of User, its members, agents and invitees found therein as such property is deemed abandoned property. Such property can be retained or disposed of by the City in any manner it deems appropriate. Any items the User wishes to reclaim after the terms of the agreement may be subject to the hourly or daily rental rate agreed to in this agreement.
13. Default by User: The City reserves the right to cancel this agreement for any default by User in the terms of this agreement or the rules of the facility. In the event of default by user, the city is entitled to retain any fees or deposits paid by users as liquidated damages.
14. Right to Reschedule: The City reserves the right, in its discretion, to reschedule the dates and hours of User's use under this agreement, or any portion thereof, by giving User 30 days' advance written notice of the rescheduling. User shall have the right, within five (5) days of the rescheduling notice to cancel the agreement with the City entirely or with respect to any such portion. User, after notice of the rescheduling, shall not have the right to bind the City to the original term of the agreement.
15. The City's Right to Cancel: In the event of mechanical failure or damage to the Cottage Grove Ice Arena that renders the City's performance of this agreement impossible or impractical, the City has the right to suspend this agreement upon notice to the User. Notice shall be given in writing at the earliest practical time, but verbal notice may be given whenever written notice is not practical or possible under the circumstances. User waives any claim for damages or compensation should this agreement be so terminated or suspended. The User will receive a full refund or credit of facility rental fee in case of cancellation.
16. Objectionable Persons: The City reserves the right to eject or cause to be ejected from the premises any objectionable person or persons. Neither the City nor any of its officers, agents or employees shall be liable to User for any damages that may be sustained by the User through the exercise by the City of such right.
17. Assignment: User may not assign this agreement without the prior written consent of the City.
18. This agreement will not supersede any other agreement entered into by individuals, clubs, teams, associations or other facility users with the City of Cottage Grove. User will not interfere with the use of the arena facilities by other groups

City of Cottage Grove      User

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

E-Mail: \_\_\_\_\_

Signature: \_\_\_\_\_