

**City of Hastings
Independent School District #200**

**Hastings Civic Arena
Locker Room Agreement**

This Agreement is made this 14th day of June, 2001, by and between the City of Hastings and Independent School District #200.

1. **TERM OF AGREEMENT.** The term of this Agreement shall begin on October 15th, 2001 and continue until March 15, 2002, and renew itself each year for the same term and conditions, unless either party gives written notice to the other party no later than June 1 following the last completed term, stating that the Agreement will not be renewed for the next year.
2. **PAYMENT.** The School District agrees to make payment equal to \$8.50 for each hour that it rents the Hastings Civic Arena for Girls and Boys Varsity and Junior Varsity Hockey Program, or for any other hourly rental. There shall be an automatic increase of 2.5% of the prior years' rate, unless either party informs the other in writing by March 1 of each year that a different hourly rate should be negotiated. In the event the parties cannot reach agreement on the new rental terms within 30 days after being notified that a different rental payment is being sought, the rate shall be increased by 2.5%, and either party shall have the right to terminate the Agreement, so long as written notification is provided by June 1.
3. **CITY RESPONSIBILITIES.** For consideration of the hourly payment made by the School, as identified in Section #2, the City agrees to complete the following:
 - a.) provide weekly maintenance to the locker rooms, which will include the following: clean toilets, clean sinks, clean mirrors, disinfect showers, clean floors, clean benches, empty garbage cans, scrub floors, scrub showers, clean windows, clean walls.
 - b.) Provide heat and electricity to the locker rooms.
 - c.) Provide the cleaning supplies and equipment to complete the above.

4. SCHOOL RESPONSIBILITIES:

- a.) Sweep locker rooms in a thorough manner after each use.
- b.) Maintain orderliness, neatness and straightening of the locker rooms.
- c.) The School shall be responsible for securing the locker rooms during all practices, games and scrimmages and other uses in which it participates or for others it allows to use the locker rooms. The School shall be responsible for securing the locker rooms after each usage. The School and all of its users, or those it allows to use, agree that the doors in the locker room and the doors on the east end of the Civic Arena shall not be used for entering from the outside. The doors in the main portion of the Civic Arena shall be the ones used to enter and exit the Civic Arena.
- d.) The School shall be responsible for the costs associated with the damage and repair associated with any negligence or vandalism caused by the School, its students, employees, guests, agents, visiting teams or any other person or persons it allows to use the locker rooms.
- e.) The School shall provide all necessary insurance on its personal property and the contents in the locker rooms and all workers compensation for its School personnel.

5. TERMINATION. If either party terminates this Agreement as provided by this Section, the Agreement shall terminate on July 1 of that year, subject to the School's right to remove their personal property as outlined in this Agreement.

6. SURRENDER OF PREMISES. At the termination of this Agreement, the School agrees to quietly yield and surrender the property to the City in as good of condition and repair, as when the School took possession of it; reasonable wear and tear excepted. Furthermore, it is agreed at the expiration of the Agreement, or any extension thereof, the School shall have the privilege of removing all of its personal property from the premises within 30 days after the termination of this lease. Upon termination of this Agreement by either party, all fixtures in either locker room which have been installed by the School, or anyone else other than the City, shall remain in the locker room and become the property of the City.

7. DEFAULT. In the event the School fails to make payment as provided herein, or fails to fulfill any other terms and conditions of this Agreement, then it shall be lawful for the City to re-enter and take possession of the premise; and to hold and enjoy the same, without such re-entering causing a forfeiture of the rents to be paid, and the covenants to be performed by the School for the full term of the Agreement.

8. ASSIGNMENT. The School shall not assign this Agreement, or sublet the Locker Rooms or any part thereof. School agrees it will be responsible for determining if any other organization can use the Locker Rooms during the term of this Agreement. If any requests are made to the City, the City will forward such request to the School for a decision.

9. JOINT POWERS AGREEMENT. The School District agrees that this Agreement shall remain separate from any Joint Powers Agreement between the parties related to the sharing of the athletic fields, facilities, programs, etc.
10. DONATION. School District acknowledges that it has no ownership interest in the Locker Rooms at the Hastings Civic Arena. School District's only interest in these Locker Rooms is that interest created by this Agreement.

Dated this 2nd day of July, 2001

CITY OF HASTINGS
a municipal corporation

By: [Signature]
Michael D. Werner, Mayor

By: [Signature]
Melanie Mesko, City Clerk

(SEAL)

Dated this 14th day of June, 2001

INDEPENDENT SCHOOL
DISTRICT NO. 200
Hastings, Minnesota

By: [Signature]
Chair

By: [Signature]
Clerk