

*Weber County Corporation's
The Ice Sheet
Ice Time Lease Agreement 2022-23
Clubs and Leagues*

Contracted By: Weber State University- D2 Hockey

Address:

Weber State University

2802 University Avenue

Ogden, UT 84404-2802

Phone: (801) 626-6008

This agreement is made on August 8, 2022 by and between The Ice Sheet and for WSU D2 Hockey hereinafter called the

"Lessee". 1. The Lessee shall pay the Ice Sheet:

- A. The sum of \$12,690 for rental of The Ice Sheet at the rate of \$540 per game. Game scheduled as scheduled online: http://www.webercountyutah.gov/Ice_Sheet/calendar.php. Rented areas are limited to rink, team boxes, three locker rooms, officials rooms, restrooms, public areas, and seating. All Room Rentals will be submitted in writing to: mrollins@co.weber.ut.us & based on availability.
 - B. Weekday Practices between the hours of 7 -8:30 AM as scheduled online are free of charge to the Lessee and included in the Facility Agreement between the County and Weber State University on the Real Property Lease.
 - C. "Tryouts" are billed at the prime rate of \$180 per hour, as scheduled online.
 - D. 25% of ticket sales for all ticketed gate. This will cover adequate monitors and sellers for any ticketed events for the Lessee. Ticket sales will be counted at the end of each event and amount receipted will be signed by an Ice Sheet representative and deposited in an Ice Sheet amount and a matching credit will be represented on the next invoice. Ticket Prices will be agreed upon in writing by Ice Sheet Management, WSU Hockey Club Leadership & WSU Club Sports in writing no later than 48 hours prior to event. Lessee shall receive a reasonable number free tickets for each game which may be given away by it but not sold. This will be determined between the Parties in mutual discussion including the number of free tickets for regular games and when the Parties will need to meet to discuss the number of free tickets for unusual games such as tournaments, promotions, heavy recruitment expectations, etc.
 - E. The Ice Sheet will calculate Ice Rent due as well as the ticket sales minus 25% and invoice Lessee accordingly. After each game the Ice Sheet will start with the game rate of \$540 and subtract from that Lessee's share of ticket sales for that game then issue an invoice (which may be done monthly for games played the prior month) to Lessee.
 - F. Any other reasonable charges with the prior written agreement of Lessee that The Ice Sheet must incur for unforeseen contingencies to provide a safe, quality event for participates and spectators.
 - G. Lessee shall pay \$600 annually for team skate sharpening. This entitles players to one free skate sharpening per week between September 1, 2021 & April 30, 2022.
 - H. Lessee shall pay \$500 annually for rental of Storage Room at facility.
2. No deposit is required for this agreement to secure the above tabled dates. A monthly invoice shall be sent out at the 15th. The invoiced amount for each month shall be paid in full to The Ice Sheet within ten days from date of invoice. Lessee acknowledges that cancellation of any contracted time must be made 14 days prior to contracted time, or credit will not be given on invoice for time cancelled unless the facility

can be rerented by the Ice Sheet, Lessee may not sublet the space or rerent it itself. Notwithstanding the foregoing, Lessee may cancel contracted time within 14 days and receive credit for the unused time on its invoice should such cancelation arise from a substantial frustration in the Lessee's fundamental purpose in entering into the agreement or forces beyond Lessee's control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications, or pandemics or epidemics.

3. Lessee agrees to vacate the rink, team boxes, three locker rooms, officials rooms no later than 45 minutes after the completion of event and the entire facility if the facility is scheduled to be closed after Lessee's use. If Lessee vacates at a later time, Lessee shall pay for the total additional time that Lessee spends at the facility after the completion of the event.
4. Lessee shall remove trash and debris from the ice sheet, locker rooms, conference room, and VIP spectator area. Lessee shall also promptly remove after the end of a game all items it brings for a game such as promotional items, signs and equipment. The Ice Sheet will provide general clean-up including for general spectator seating.
5. The Ice Sheet reserves the right to provide and serve any and all concessions, food and/or items related to catering. The Lessee agrees that unless otherwise authorized in writing, Lessee, Lessee's employees, agents or invitee will not bring outside food into the rented facilities during ice time rentals when The Ice Sheet snack bar is open and operating. Lessee will not be permitted to sell concessions, food and/ or items related to catering except by prior written agreement. Except team members may bring water, other liquids and energy snacks for their own personal use to be consumed in the Locker Room and not in any common areas.
6. In the event that the Lessee chooses to:
 - A. Sell tickets to Lessee's event;
 - B. Sell non-food concessions on the premises;
 - C. Sell items at Lessee's event;Lessee shall comply with all required permits, licenses and sales tax requirement for the city, county, and the state. Lessee shall provide proof of such permits and licenses 24 hours prior to the beginning of the contracted date for such sale.
7. Lessee shall not provide alcoholic beverages at Lessee's event. In the event that Lessee desired to sell alcoholic beverages at Lessee's events, Lessee shall contract with the county to provide that service.
8. **Worker's Compensation**
Lessee is an Agency of the State of Utah and its employees are covered by Work's Compensation Insurance in accordance with State Law.
9. Each party reserves the right to cancel this agreement for any default by the other party, not remedied within 15 days of written notice..
10. Lessee acknowledges that Lessee has received a copy of the rules and regulations governing use of The Ice Sheet and agrees that all members of Lessee's club, group, or organization shall be made aware of the rules and regulations, included in the body of lease, and agrees in their behalf to abide by such rules and regulations.
11. Each party shall be responsible for its own negligent acts. Each party is a governmental entity under the Utah Governmental Immunity Act (Title 63 G, Chapter 7, Utah Code Annotated, 1953, as amended) and does not waive any procedural or substantive defense or benefit provided or to be provided by the

Governmental Immunity Act or comparable legislative enactment, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments.

12. Lessee also hereby acknowledges receipt of rosters for all members to sign which shall release Weber County, its officers, employees, and agents. Roster shall be returned to The Ice Sheet with this contract.
13. For all ice rental of an "event" nature, Lessee shall provide proof of commercial liability insurance, or through Lessee's self insurance administrator the Division of Risk Management, not less than \$1,000,000 naming Weber County as additionally insured. These dates are indicated in the contracted date table as bolded typeset.
14. Lessee shall not enter the ice rink floor earlier than 5 minutes prior to the contracted ice rental time and will promptly vacate at the conclusion of the allotted time.
15. No participant of one group shall infringe on the ice time of another group. Should this occur, the Lessee may face denial of future Ice Time Rental Agreements.
16. Lessee is not permitted to sublet ice time rental to another club, group, or organization. Any cancellations by the Lessee will be filled by The Ice Sheet management.
17. Lessee is responsible for replacement costs of damages to the facilities, not caused by normal usage, to include, but not limited to, general facility, ice rink and it's said dasherboards, dasherboard signage, and/or glass panels during the Lessee's agreed upon time.
18. **SEVERABILITY:** It is understood and agreed by the parties that if any part, term or provision of this contract is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions of provisions shall not be affected, and the rights and obligations of the parties shall be constringed and enforced as if the contract did not contain the particular part, ten, or provision held to be invalid.

In witness of the agreement between them, the parties have executed this agreement at Ogden City, Weber County, Utah, on the day and year first written above.

Weber County Commission

Lessee

Adrienne G. Andrews
Adrienne G. Andrews
8/22/22

Date: _____