

*Weber County's Ice Sheet
Ice Time Lease Agreement 2023-24
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 ("Agreement") is made on August 1, 2023 by and between Weber County ("County") on behalf of The Weber County Culture, Parks, and Recreation Department and Weber State University on behalf of D2 Hockey ("Lessee").

1. The Lessee shall pay the County:

- A. The estimated sum of \$19,500.00 for rental of Weber County's Ice Sheet located within the Weber County Sports Complex at the rate of \$200 per hour for game ice for 26 Home Games. Actual Game Cost based on game length as described below in paragraph E. 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: cmonzella@webercountyutah.gov and are 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. The value (in trade) of practices for the '23-'24 season as scheduled online are \$25,110.
- C. "Tryouts" are billed at the prime rate of \$200 per Prime hour, and \$180 per non-Prime 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 received 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 \$200 per hour beginning at 6:15 PM on Game nights and ending when the Lessee vacates the ice, at the nearest 15 minute interval 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 that The Ice Sheet must incur for unforeseen contingencies to provide a safe, quality event for participates and spectators by way of mutual or prior consent of Lessee.
- G. Lessee shall pay \$600 annually for team skate sharpening. This entitles players to one free skate sharpening per week between September 1, 2023 & April 30, 2024.
- H. Lessee shall pay \$25 per hour for rental of the merchandise selling area at facility. Merchandise selling hours must be emailed to cmonzella@webercountyutah.gov.
- I. Lessee has the ability to sell Sponsorships based on mutual agreement of Lessee and County. The County's fee for said sponsorships is 25% of the value of those agreed upon sponsorships.
- J. If the Lessee needs to access the Ice Sheet outside their posted operating hours, the \$50 per hour fee may apply.
- K. 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 County 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 Ice Sheet can be re-rented by the County. Lessee may not sublet the space or re-rent the Ice Sheet itself.
- L. Lessee agrees to vacate the rink, team boxes, three locker rooms, and official's rooms no later than 45 minutes after the completion of event and shall vacate 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.
- M. 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. County will provide general clean-up including for general spectator seating.

- N. County 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 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.
- O. 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.
- P. 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.
- Q. The relationship of the parties under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between the parties of employer and employee, partners or joint ventures'. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.
- R. No agent, employee or servant of either party is or shall be deemed to be an employee, agent or servant of the other party. Unless provided for elsewhere in this Agreement, none of the benefits provided by each party to its employees, including but not limited to workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. County and Huntsville shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. County and Huntsville shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement that both are independent contractors.

- S. Lessee further understands and agrees that County reserves the right to cancel this agreement for any default by the Lessee, not remedied within 15 days of written notice. County may, with as much notice as possible, reschedule a use due to an event that arises beyond the County's control such as equipment failure or weather events.
- T. 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.
- U. Both parties are governmental entities under the Governmental Immunity Act of Utah, §§ 630-7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, the parties shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither party shall have any liability whatsoever for any negligent act or omission of the other party, its employees, officers, or agents. Neither party waives any defenses or limits of liability available under the Act and other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.
- V. Lessee also hereby acknowledges receipt of rosters for all members to sign which shall release County, its officers, employees, and agents. Roster shall be returned to the County with this contract.
- W. 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.
- X. 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.
- Y. 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.
- Z. 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 County management.

AA. 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 dashboards, dasherboard signage, and/or glass panels during the Lessee's agreed upon time.

BB. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

IN WITNESS WHEREOF, the parties execute this Agreement.

By: _____
Weber County

By:  _____
Weber State University
Vice President for Student Access & Success

Date: _____

Date: **Aug 14, 2023** _____

Attest: _____
Weber County Clerk/Auditor

Approved as to form

Approved as to form

Date

Date






Hockey Club - Ice Time Agreement

Final Audit Report

2023-08-14

Created:	2023-08-14
By:	Morgan Fradley (morganfradley@weber.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWI-78Kf53MeMg4Qz5C5ovK0slbpJvNQo

"Hockey Club - Ice Time Agreement" History

-  Document created by Morgan Fradley (morganfradley@weber.edu)
2023-08-14 - 10:38:24 PM GMT
-  Document emailed to Jessica Oyler (joyler@weber.edu) for signature
2023-08-14 - 10:53:27 PM GMT
-  Email viewed by Jessica Oyler (joyler@weber.edu)
2023-08-14 - 11:47:55 PM GMT
-  Document e-signed by Jessica Oyler (joyler@weber.edu)
Signature Date: 2023-08-14 - 11:48:15 PM GMT - Time Source: server
-  Agreement completed.
2023-08-14 - 11:48:15 PM GMT