

ICE RENTAL AGREEMENT

AGREEMENT made this _____ day of _____, 2008, by, between and among **INDEPENDENT SCHOOL DISTRICT NO. 194** ("District"), **LAKEVILLE ARENAS**, a joint powers entity, the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and the **LAKEVILLE HOCKEY ASSOCIATION**, a Minnesota non-profit corporation ("LHA").

RECITALS

- A. Lakeville Arenas is a joint powers entity of the City and the District.
- B. Section 8A of the Joint Powers Agreement states
"The District shall have the right to select ice time of its choosing, until July 1st of each year: For practices at the Ames Arena between 12:01 a.m. and 5:30 p.m., Monday through Friday, and for the Third Sheet of Ice, between 12:01 a.m. and 9:00 p.m., Monday through Friday."
- C. Section 8B of the Joint Powers Agreement states
"The Lakeville Hockey Association ("LHA") shall have the right to select ice time of its choosing until September 1st of each year for the Lakeville Ames Arena. The LHA's right to schedule ice is subordinate to open public skating and the provisions of section 8A above."
- D. The District desires to rent ice for practice at Ames Arena past the 5:30 p.m. deadline.
- E. The Parties desire to allow the District to exchange certain of its hours at Rink 3 prior to 9:00 p.m. to the LHA for the period November 3rd 2008 to February 27th 2008 as reciprocity for the hours desired at Ames Arena after 5:30 p.m. deadline for the same time period.

NOW, THEREFORE, in consideration of the mutual covenants, the parties agree as follows:

1. DISTRICT TRANSFER OF ICE TIME AT RINK 3 TO THE LHA.

Lakeville Arenas is hereby authorized to facilitate the transfer of hours at Rink 3 as shown on Exhibit A attached hereto as full consideration for the Districts scheduling of Ames Arena beyond the 5:30 p.m. deadline for ice usage as shown on Exhibit A attached hereto.

2. LHA TRANSFER OF ICE TIME AT AMES ARENA TO THE DISTRICT.

Lakeville Arenas is hereby authorized to facilitate the transfer of hours at Ames Arena as shown on Exhibit A attached hereto as full consideration for the LHA scheduling of Rink 3 prior to the 9:00 p.m. deadline for ice usage as shown on Exhibit A attached hereto.

3. CONTINUING AGREEMENTS. Except as specifically set forth herein, all other commitments for the parties shall remain in place. This agreement concerning the allowed resale of ice is only for the period stated and is not renewable except by further written agreement of the parties.

**INDEPENDENT SCHOOL DISTRICT
NO. 194**

By: _____
Its Chair

CITY OF LAKEVILLE


By: _____
Holly Dahl, Mayor

And: _____
Charlene Friedges, City Clerk

LAKEVILLE ARENAS

By: _____
Its _____

**LAKEVILLE HOCKEY
ASSOCIATION**

By: 
Its President