



CITY of NOVI CITY COUNCIL

**Agenda Item O
July 7, 2008**

SUBJECT: Approval of Amended Locker Room (Ice Arena) License Agreement with Northville High School to extend agreement for one additional year to 2011-2012.

SUBMITTING DEPARTMENT: Finance/Parks, Recreation & Forestry

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION: The City of Novi entered into an ice arena locker room licensing agreement with Northville High School in 2006. This agreement enabled improvements of the high school hockey team locker room. The improvements are to be funded by the high school in annual installments of \$4,500 beginning in 2006-07.

Northville High School did not fund the first installment due to a billing matter and has requested to extend this payment to the end of the contract, adding another year to the term. Staff supports this request because it ensures the annual installments will be paid and that Northville will purchase ice time for the next five years at the Novi rink instead of considering other arena locations.

RECOMMENDED ACTION: Approval of Amended Locker Room (Ice Arena) License Agreement with Northville High School to extend agreement for one additional year to 2011-2012.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Crawford				
Council Member Gatt				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

AMENDED LOCKER ROOM LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into this 7th day of July, 2008 by and between Novi Ice Arena ("Licensor" or the "City") and _____Northville High School____ ("Licensee"), upon the following terms and conditions:

1. For and in consideration of Licensee's payment of a license fee in the amount of \$ 4,500 per year, due and payable by December 1, beginning with December 1, 2007; the Licensor hereby grants to Licensee use of the Varsity Locker Room in connection with its scheduled practices and games at the Novi Ice Arena. The amount of the License Fee is subject to change, in the Licensor's sole discretion, from time to time. In the event that Licensor terminates the License pursuant to Paragraph No. 7 below, it shall be within the Licensor's discretion whether any portion of the License Fee shall be returned to Licensee. In the event that the License Agreement is terminated due to the violation of any term of this Agreement by Licensee, or due to dangerous or illegal activity by Licensee or any person on the premises in relation to Licensee's use of the premises, Licensor may terminate the License Agreement and no portion of the License Fee shall be returned to Licensee.

2. Licensee agrees to maintain the Locker Room in good condition and that any and all abuse, misuse or damage to the Locker or personal injuries shall be the sole responsibility of the Licensee. Licensee shall remain responsible for the full cost and expenses of any and all repairs.

3. Licensee acknowledges that there are known and unknown risks which could result from the use of the premises. By way of example only, personal injuries are a risk of the sport of hockey. Licensee acknowledges that Licensor is not responsible for personal injury on or off the ice surface and releases, discharges, indemnifies and will hold harmless Licensor from any and all claims, demands, or causes of action which are in any way connected with Licensee's use of the premises, its facilities or its equipment. Insurance in the minimum amount of \$1,000,000 shall be maintained by Licensee for damage or injury occurring within the locker room(s). Licensor shall be named as an additional insured. Licensee shall provide evidence of such insurance on a yearly basis, and shall notify Licensor 30-days prior to cancellation of any such policy.

4. Licensor shall not be responsible for losses of any type relating to Licensee's use of the Locker Room, including but not limited to theft or disappearance of personal property from the Locker Room. All supervision necessary for the use of the Locker Room by the Licensee shall be furnished by Licensee.

5. Licensee or members of its group shall not bring on the premises glass bottles or containers or alcoholic beverages of any kind. Possession and/or use of tobacco products, controlled substances, or hallucinatory drugs are prohibited. Activity of this kind may result in termination of the License by Licensor. In such a case, the License Fee shall be forfeited by Licensee and remain with the Licensor. Locker rooms shall only be accessible by Licensee during normal posted business hours.

6. The term of this License Agreement is from the 2006-2007 season through the 2011-2012 season.

7. Licensors and Licensees agree that this agreement is a license agreement and not a lease. Licensor may terminate this Agreement at any time upon notice to Licensee. The License Agreement is not exclusive. Other Licensees may use the same locker room(s) during the term of the License. Scheduling of ice time ensures to a reasonable degree that conflicts in use times of the locker room(s) facilities do not arise.

8. Licensor consents to Licensee installing locker stalls in the Locker Room, provided that the plans, construction methods, materials used and colors for the locker stalls must be approved in advance by Licensor. No other improvements or alterations may be made to the Locker Room without Licensor's prior written consent. Licensee, or its agents, employees, and/or contractors shall install the locker room improvements during normal business hours. Licensor shall not be responsible for any delay with respect to completion of the installation of such improvements. The locker rooms may not be used during construction and/or installment of the improvements. If there is an alternate area in the Ice Arena that may safely be used by Licensee during and throughout construction, the Licensor, in its sole discretion, may determine whether or not the alternate area is available for use.

9. All alterations and improvements that are installed in the Locker Room shall be made at Licensee's expense. Licensee must provide Licensor with documentation that all goods and services used to purchase, construct and/or install the locker stalls have been fully paid for by Licensee. Licensee shall not cause, or permit, any constructions liens or other encumbrances whatsoever to be placed on the Licensor's property, whether by general contractors or sub-contractors, as a result of any alterations or improvements permitted under this Agreement. In the event any construction lien or other encumbrance is placed upon Licensor's property as a result of any alterations or improvements by Licensee, Licensee shall bear the sole responsibility and expense of promptly discharging and removing any and all such liens or encumbrances; including reimbursing Licensor for any and all expenses (including costs and attorney's fees) incurred to remove or discharge same.

10. All alterations or improvements shall be removed by Licensee upon termination of this Agreement upon request of Licensor, and the Locker Room shall be restored to its prior condition. If Licensor does not require removal of alterations or improvements, then such alterations and improvements shall be the property of Licensor.

11. Licensee agrees not to assign or in any manner transfer this Agreement or any rights herein without the prior written consent of the Licensor.

12. In the event Licensor, or anyone acting on its behalf, is required to incur attorney's fees or costs to enforce this Agreement, Licensee shall indemnify Licensor for reasonable attorney's fees and costs.

13. In consideration of the acceptance of this agreement with the Licensor, I do hereby, for myself, my group or organization, waive, release and forever discharge any and all rights and claims for damages which we may have or which may hereafter accrue to me or my group or organization against Licensor or its officers, instructors, administrations, successors, and/or assigns for any and all injuries or damages which may be sustained or suffered by me or my group or organization, in connection with this agreement for the use of the Licensor's premises, including the Locker Room.

14. This is the entire agreement between the parties regarding use of the Locker Room. Any amendment to this Agreement must be in writing and signed by the party against whom it is being enforced.

LICENSOR
Novi Ice Arena

LICENSEE

By: David B. Landry
Its: Mayor

By: Dr. Leonard R. Rezmierski
Its: Superintendent of Schools

Licensee Contact Information:

Organization: ___Northville High School_____

Contact Person: ___Bryan Masi, Athletic Director_____

Address: _____

Phone: _____

E-mail: _____