

**THIRD REVISION OF 2013 AMENDED
WEST SALEM COMMUNITY SHELTER AGREEMENT
BETWEEN VILLAGE OF WEST SALEM AND
WEST SALEM HOCKEY ASSOCIATION**

AGREEMENT made and entered into this _____ day of **JANUARY, 2014**, by and between **VILLAGE OF WEST SALEM**, hereinafter referred to as "Village", and the **WEST SALEM HOCKEY ASSOCIATION**, hereinafter "Association"; and

WHEREAS, the Village owns the West Salem Community Shelter (also known as the "Lions Shelter") and all improvements located at 400 East Avenue, West Salem, Wisconsin; and

WHEREAS, the Association is an asset to the community and desires and continues to grow and expand its successful hockey program;

WHEREAS, the parties have an existing agreement dated NOVEMBER 1, 2011, and a Second Revised 2013 Amended Agreement dated DECEMBER 3, 2013, and the parties desire to further amend said agreements and this Third Revision completely supersedes and replaces the 2011 agreement, the 2013 amended agreement, and is effective as of this Agreement's execution by both parties. The 2011 Agreement controls from November 1, 2011, through December 3, 2013, and the 2013 agreement controls from December 3, 2013, through the effective date of this Third Revision Agreement.

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

I. The term of this Agreement shall be ten (10) years from November 1, 2011, to be reviewed annually with regard to potential amendment, with an option to renew automatically for successive ten (10) year periods, provided neither party serves written notice objecting to said renewal less than six (6) months prior to the renewable term.

II. During the term of this Agreement, the Association shall have full use of the Shelter subject to the terms of this Agreement from October 1 through March 31. The Association shall make every reasonable effort to vacate the shelter by March 31, weather-permitting to melt the ice prior to this date. If the ice has not melted by March 31, a mutually agreed upon grace period date shall be allowed until the ice has fully melted. The Association would then be allowed one additional week after the ice has melted to dismantle and vacate the shelter. If after March 31 or the grace period as specified above due to nature, whichever date is latest, the Association has not vacated the shelter, a \$50 per day charge will be imposed on the Association for loss of rental time.

III. During the term of this Agreement, the Association shall provide recreational or shared community open skate time at all times the facility is not being used for scheduled games, practices, or ice maintenance or scheduled WSHA events, subject to the following specific schedule:

The facility shall be open for recreational community open skate, when games are not scheduled, without sticks or pucks as follows:

- Monday through Friday – 12 Noon through 2:30 p.m.
- Friday – 8:30 p.m. through 10:00 p.m.
- Saturday – 4:30 p.m. through 7:30 p.m.
- Sunday – 4:00 p.m. through 6:00 p.m.

The facility shall be open for shared community open skate, when games are not scheduled, with recreational skaters on one-half (1/2) of the rink and those using sticks and pucks on the other one-half (1/2) of the rink, as long as the stick and puck use area is divided by the individuals using said area with the available Association rink dividers as follows:

- Saturday – 7:30 p.m. through 10:00 p.m.
- Sunday – 8:30 p.m. through 10:00 p.m.

If the dividers are not in place, no stick or puck use is allowed.

Games which are scheduled and may interfere with scheduled recreational or shared open community skate will be posted and reflected through the Association's on-line schedule at least nine (9) days before said game.

IV. All additions, modifications, and remodeling requested or contemplated by the Association shall be submitted in writing by the Association to the Village Administrator and the Village Building Inspector at least ninety (90) days prior to the anticipated work commencement date. All maintenance and repair projects shall be submitted in writing to the Village Administrator thirty (30) days before the anticipated commencement date unless the repair is an emergency and then the thirty (30) day notice but not the writing requirement is waived. The Village will approve or deny any and all work in writing. Once a project is completed, the Association will notify the Village Administrator so a formal inspection can be performed. The Village and Association together will inspect the Community Shelter building and surrounding area prior to October 1 of each year. Any and all damages will be brought to the Village Administrator's attention and documented in writing within ten (10) days of the inspection by the Association or be waived. On April 1 of each year, the Village and Association together will again inspect the building and surrounding area. Any and all damages will be brought to the Association's attention and documented in writing within ten (10) days of the inspection by the Village or be waived. The written documentation of damage should be a simple listing of changed conditions which are noticed whether the cause or seriousness of the condition is known. The Association may either fix any damage that occurred between October 1st and April 1st of each season, to the Village's satisfaction on or before August 1st, or the

Village will make all repairs required and the Association will be liable for and will be billed and will pay for same. If the amount billed is not paid, the facility will not be turned over to the Association by October 1. In addition, all improvements, additions, repairs, and maintenance to the Shelter by the Association becomes the sole property of the Village. This Agreement acknowledges the chiller system, the boards, the security camera computer system, re-locatable locker rooms, scoreboard, and the mat cooling system are owned solely by the West Salem Hockey Association.

V. During the Association's October through March period of use, the Association shall pay the Village half the additional monthly electrical charges above and beyond the normal summertime charges as determined by the Village and subsequently billed monthly to the Association. The Association has been given permission to upgrade the electrical service at the Shelter, and it is understood the Association will be responsible for all maintenance and yearly operational and billing costs associated with this electrical upgrade.

VI. The Association was given permission to construct a concrete pad approximately 15' X 30' on the east end of the existing shelter. The pad houses the refrigeration system's chiller and associated pumping equipment. The Association will be responsible for all maintenance and yearly operational costs associated with the utility. The Association has installed a chain link fence surrounding this utility to prevent unwanted access. The Association also has been given permission to install concrete pads to the north of the facility to locate two (2) mobile homes which have been converted to portable locker rooms. These portable locker rooms may be on site only from October 1 through March 31 of each year and must be removed from Village property before April 1 of each year, weather permitting. A temporary LP tank may also be located on site October 1 through March 31 to provide heating for these portable locker rooms.

VII. On or after October 1 of each year, the Village will provide the Association with two (2) keys for the Community Shelter. The Association has installed door-mounted keyless combination pushbutton lock boxes, and each year, the Association will provide the Village with the combination(s) to the lock boxes. After the Association's period of use, any grace period requested, and the one additional week, the Village will remove the keys from the lock boxes. The Village has issued to the Association (5) sets of keys for the Village-owned storage shed. If the Association loses any keys issued to the Association, it is understood the Association will be held responsible for the cost of changing or re-keying the applicable locks. The Association will not and is not allowed to duplicate any keys issued by the Village, and the Association will not lend or give the issued keys to anyone outside of its immediate coaching staff or assistants.

VIII. The Association agrees no member of Association, assistants, coaches, or designees of the Association will lower or raise the large roll down doors any time between April 1 and September 30 of any year without the express

permission of the Village. On or after March 31 of each year, the Association will remove its locks from the roll down doors, and the Village will install its own locks on the roll down doors.

IX. The Village acknowledges the Association utilizes a portion of the Village-owned storage shed for storing its ice resurfacer and other various materials and items. The Association agrees to keep its storage of materials and items to a minimum. Any and all materials and items stored in the Village-owned storage shed shall be placed in an organized, clean, and consolidated manner. Attached as Exhibit "A" is a diagram of the storage unit and has designated thereon the area the Association may use and the area the Village may use for storage.

X. The Association agrees to deposit with the Village a current copy of the policy of Comprehensive Liability Insurance insuring its activities at the facility upon the signing of this Agreement. Along with the Liability Comprehensive, the Association agrees to hold the Village harmless from each and every claim and demand of whatever nature made upon behalf of or by any person or persons for the wrongful act or omission on part of the Association.

XI. The parties agree that they need to have on site at all times during the year a portable ADA compliant handicapped restroom. The Association agrees to have on site and pay for such a facility from October 1 through March 31 of each year, and the Village agrees to have one on site from April 1 through September 30 of each year and pay for its presence during those time periods.

DATED this _____ day of January, 2014.

VILLAGE OF WEST SALEM

WEST SALEM HOCKEY ASSOCIATION

By _____
Dennis Manthei
Village President

By _____

Its _____

By _____
Teresa L. Schnitzler
Village Administrator

By _____

Its _____