

**ICE RENTAL AND CAPITAL ASSET MANAGEMENT AGREEMENT  
BETWEEN RAMSEY COUNTY AND  
ST. PAUL CAPITALS HOCKEY ASSOCIATION**

This **ICE RENTAL AND CAPITAL ASSET MANAGEMENT AGREEMENT** (“Agreement”) is made this 9<sup>th</sup> day of July 2025 with retroactive effect upon signatures (the “Effective Date”), and is by and between Ramsey County, a political subdivision of the State of Minnesota, on behalf of the Parks and Recreation Department (“County”), and St. Paul Capitals Hockey Association, a Minnesota nonprofit corporation, PO Box 16382, St. Paul, MN 55116 (“SPCHA”).

**RECITALS**

- A. The County owns and/or operates 10 ice arenas and 12 sheets of ice at various arenas located throughout Ramsey County, which are offered to the public for rental and are listed in **Exhibit A** (the “County Facilities”);
- B. SPCHA has been a long-time anchor ice time tenant at Highland Arena and at other County Facilities for years; and
- C. SPCHA seeks to continue a long-term agreement with the County as an anchor tenant at Highland Arena and for the use of the other County Facilities that meet the needs of SPCHA as to availability of ice time and facility amenities; and
- D. Highland Arena includes certain amenities that are available to SPCHA, including meeting rooms and a synthetic training room; and
- E. The County and SPCHA are willing and able to enter into this five-season agreement that is mutually beneficial to both parties.

**NOW, THEREFORE**, in consideration of the foregoing Recitals, the mutual promises and covenants below, and other good and valuable consideration set forth in this Agreement, the County and SPCHA agree as follows:

- 1. **Term**. This Agreement is effective as of the Effective Date for ice rentals from September 1, 2025, through April 1, 2030 (five Hockey Seasons), unless earlier terminated pursuant to the provisions of this Agreement. SPCHA has the option to have one renewal term for five Hockey Seasons, commencing on April 2, 2030, through April 1, 2035 (“Renewal Term”), under the same terms and conditions of this Agreement. SPCHA must notify the County of its intention to exercise the Renewal Term option on or before January 1, 2030. For purposes of this Agreement “Hockey Season” means approximately September 1 through April 1.
- 2. **Ice Rental**. SPCHA agrees to purchase, and County will make available for purchase a minimum of 1,000 hours of ice time at Highland Arena and other various County Facilities during each Hockey Season of the Term of this Agreement. The parties acknowledge that September scheduling at specific locations will be in the sole discretion of the County.

- A. SPCHA ice time will include all weekday ice with start times between approximately 5:45 p.m. (or first available ice after high school ice rental ends, with the exception of Learn-to-Skate) through 10:00 p.m. Ramsey County agrees to use reasonable efforts to schedule the SPCHA's non-tournament weekend ice times in a manner consistent with historical scheduling practices, providing ice time between approximately 7:00 a.m. and 7:00 p.m. on Saturdays and between approximately 7:00 a.m. and 5:00 p.m. on Sundays. The County reserves the right to adjust the start times for ice hours.

The County will schedule SPCHA ice time each Hockey Season after the County completes the scheduling for all high school hockey games and practices. SPCHA acknowledges that high school teams have first priority with respect to scheduling. As a Key Tenant at Highland Arena, SPCHA (i) shall be entitled to at least 820 hours at Highland Arena, and (ii) after high school teams' scheduling, shall have priority scheduling at Highland Arena over all non-contracted user groups.

- B. The parties acknowledge that in order to meet the 1,000-hour obligation, SPCHA might be required to rent hours outside of the time frames listed above. However, SPCHA acknowledges that the allocation of ice rental times outside of the time frames listed above will be also offered to other users of County facilities. The schedule for these ice rental times outside of the time frames listed above will be subject to the regular scheduling process for all County Facilities.
- C. Following the normal bulk scheduling process, the County agrees to provide SPCHA with its immediate next season ice schedule by July 1 of each year.
- D. The County reserves the right (without "bumping" SPCHA from specific ice time previously scheduled for SPCHA) to schedule up to two hours of ice time per week Monday through Friday, and up to four hours of ice time on Saturday and/or Sunday during each Hockey Season for recreational leagues or other organizations sponsoring programs for students and youth in communities underrepresented in the sport of hockey and figure skating.
- E. Highland Arena and other County Facilities will be closed on Thanksgiving Day, Christmas Eve after 2:30 p.m., Christmas Day, New Year's Eve after 2:30 p.m., and New Year's Day.

### 3. **Ice Rental Fees.**

- A. SPCHA agrees to pay the standard hourly ice rental rates approved by Ramsey County Board of Commissioners for prime time, non-prime time, and tournaments at County Facilities. The scheduled rates applicable through December 31, 2025, are set forth in **Exhibit B.**
- B. SPCHA will pay for a minimum of 1,000 hours per season regardless of whether the hours are actually used. If the County officially closes a County facility due to circumstances

beyond the County's reasonable control, SPCHA will not be required to pay for scheduled hours, and such hours will be deducted from the 1,000-hour minimum. In the event that the County closes a facility, the County will make reasonable efforts to schedule ice time at another equivalent facility.

- C. The County will invoice SPCHA on approximately the 15<sup>th</sup> day of each month for all reservations in the upcoming month. Invoices are due and payable on or before the 1st day of the upcoming month. SPCHA agrees that reservations made constitute an obligation of SPCHA to pay the balance of all fees, even if the reservation is not used by SPCHA. Additional reservations after the current invoice payment date has passed will be added to the next upcoming invoice. There is no penalty for prepayment; however, SPCHA recognizes that the County is unable to accept any payment that is due in one calendar year prior to the beginning of that calendar year (e.g., SPCHA will not be allowed to pay any invoices due in 2025 prior to January 1, 2025, and so forth).

#### 4. **Meeting Room; Synthetic Training Room.**

- A. SPCHA may use one meeting room one time per month, as assigned at the County's discretion, at no cost to SPCHA. SPCHA may reserve a meeting room for other purposes at standard hourly rental rates approved by Ramsey County Board of Commissioners. SPCHA will receive a 50% discount for meeting room rental during tournaments.
- B. SPCHA may use the Synthetic Training Room for up to 25 hours per week during each Hockey Season at no cost to SPCHA. SPCHA may schedule additional hours in the Synthetic Training Room at standard hourly rental rates approved by Ramsey County Board of Commissioners. SPCHA will receive a 50% discount for Synthetic Training Room rental during tournaments.
- C. For scheduling of meeting rooms or the Synthetic Training Room, SPCHA must contact the County's Recreation Services Supervisor no less than one business day prior to the date needed.

#### 5. **Capital Asset Management Payment.**

- A. In addition to the ice rental fees set forth above, in consideration of its status as an anchor tenant at Highland Arena, SPCHA will make a payment of \$50,000 to the County for Capital Asset Management of County Facilities ("CAM Payment"). The CAM Payment will be used by the County, in its sole discretion but in consultation with SPCHA, for capital improvements at Highland Arena. The CAM Payment is non-refundable upon receipt by the County.
- B. SPCHA will make five payments to the County in the following installments:
  - i. \$10,000 due upon execution of this Agreement; and

- ii. Thereafter, \$10,000 due each year on or before November 1 (starting on November 1, 2026, and thereafter on or before November 1, 2027, November 1, 2028, and November 1, 2029, respectively).
  - C. If SPCHA chooses to exercise its right to the Renewal Term as set forth in Section 1 of this Agreement, the CAM Payment for the Renewal Term will be adjusted and increased by the County and the County must notify SPCHA of the new CAM Payment amount and payment schedule for the Renewal Term on or before December 1, 2029. If the new CAM Payment amount is not acceptable to SPCHA, SPCHA shall have the right cancel its exercise of the Renewal Term by providing written notice of cancellation to the County by January 31, 2030 (a “Renewal Cancellation”). If SPCHA does not provide such a Renewal Cancellation by such date, then The CAM Payment amount for the Renewal Term shall be as set forth in the County’s notification.
6. **Concession Sales.** This Agreement does not cover concession sales. Notwithstanding the foregoing, SPCHA may sell its own branded merchandise within Highland Arena at times and locations as approved by the County.
7. **Permitted Branding.**
- A. SPCHA shall be entitled to an “in-ice” logo in the South Rink (the “South Rink Ice Logo”). In addition, the County will consider, upon SPCHA’s request, permitting SPCHA to install County-approved branding in the lobby, both North and South rinks, and locker room areas. All SPCHA branding and logos to be displayed shall be subject to approval of designs, plans, and specifications by the County. SPCHA will be responsible for all costs associated with design, planning, and installation of branding and of painting/installing the South Rink Ice Logo.
  - B. SPCHA is prohibited from posting advertising or branding for any other businesses or organizations. Notwithstanding the foregoing, the SPCHA may post sponsorships for tournaments hosted at the arena during the permitted tournament and with approval of the arena superintendent.
8. **Permitted Improvements.** SPCHA, at its option, may make minor improvements to the interior of Highland Arena subject to approval of designs, plans, and specifications by the County. SPCHA will be responsible for all costs associated with design, planning, and construction of improvements; securing all necessary approvals and permits from the applicable local agencies; securing contractor(s); making timely payments to contractor(s); obtaining professional services and contractor insurance as prescribed by the County and name the County as additional insured. Completed permanent structural improvements and fixtures made by SPCHA under this Section will, upon completion, become property of the County, at no cost to the County. Any increased utility costs associated with ongoing use of completed permanent structural improvements will be the responsibility of SPCHA.

9. **County Responsibilities.** The County will be responsible for the following at County Facilities:

- A. Implement Capital Asset Management projects necessary to assure continued quality ice at County Facilities;
- B. Schedule ice time;
- C. Open and close building each day;
- D. Conduct daily inspection of ice mechanical equipment;
- E. Perform routine ice maintenance such as resurface ice, edge ice, flooding and leveling, and maintain all necessary equipment for the purpose of ice hockey practices and or games;
- F. Manage ice temperature to achieve consistent high-quality ice conditions;
- G. Perform routine building maintenance including cleaning and mopping common areas;
- H. Maintain mechanical equipment such as furnaces, lighting, and refrigeration equipment;
- I. Perform snow removal of parking lots and walkways, and trash removal;
- J. Maintain restrooms, water fountains, locker rooms and other common facilities;
- K. Maintain sound systems, microphones, and scoreboard systems in an operational condition;
- L. Resurface ice at times when needed as determined by Facility Manager.
- M. Provide maximum of two storage cages for use year-round.

10. **SPCHA Responsibilities.** SPCHA will be responsible for the following at County Facilities during and related to its ice rental times:

- A. Supervise ice users during SPCHA scheduled ice times;
- B. Communicate desirable ice conditions to the County;
- C. Identify ice resurfacing requirements; and
- D. At SPCHA's sole expense, repair or replace property of the County that is damaged or destroyed by SPCHA, its agents, employees, members, players, coaches, or invitees.
- E. Storage cages must be kept clean and orderly.

11. **Assignment.**

- A. SPCHA may assign up to 75 hours of ice time per Hockey Season to another user or users, provided:
  - i. SPCHA may not charge an assignee a cost per hour that is higher than the cost per hour charged by the County;
  - ii. SPCHA notifies the County in writing at least 24 hours in advance of any time that is assigned pursuant to this Section;
  - iii. Any assignment by SPCHA will not entitle SPCHA to a refund of any portion of the CAM Payment for the Hockey Season in which the assignment is made, nor to a refund for any assigned hours that SPCHA has already paid for; and
  - iv. If SPCHA assigns hours to any user, SPCHA may not charge that user for any portion of SPCHA's CAM Payment obligation.
  - v. County reserves the right to deny a requested assignment. Assignment requests will not be unreasonably denied.
- B. After SPCHA has assigned 75 hours of ice time in a Hockey Season, before SPCHA assigns any additional hours, SPCHA must confer with Ramsey County Parks & Recreation staff. The County reserves the right to re-claim those hours, with no refund of any portion of the CAM Payment already paid. If the County does not re-claim the hours over 76 in a Hockey Season, SPCHA will still be obligated to pay for the hours but is free to assign those hours pursuant to the terms set forth in this Section.

12. **Insurance.**

- A. SPCHA, its contractors, and subcontractors agree to carry the required insurance for commercial general liability in the minimum amount of \$2,000,000 per occurrence, \$3,000,000 general aggregate, and \$1,000,000 additional general umbrella;
- B. SPCHA will provide Ramsey County with a certificate of insurance naming Ramsey County as an additional insured. The certificate will indicate that the policy is endorsed to include Ramsey County, its officials, agents, employees, and volunteers as additional insured with respect to the operations/activities of SPCHA, its contractors and subcontractors under this Agreement including set up, take-down, and removal of all equipment; and
- C. SPCHA waives all rights against Ramsey County, its officials, employees, volunteers, or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers' liability, automobile liability and umbrella liability insurance required of SPCHA under this Agreement.

13. **Indemnification.** SPCHA will defend, indemnify and hold harmless the County, its officials, employees, volunteers or agents against all actions, claims, demand, liabilities, injuries and damages, including reasonable attorney fees, whether to persons or property or both, which may be imposed upon or incurred by the County as a consequence, of or arising out of any act, default or omission on the part of SPCHA, its contractors, subcontractors, employees, agents or invitees in connection with the activity which SPCHA is conducting including set up and take-down. Notwithstanding the foregoing, SPCHA's obligations to defend, indemnify, and hold harmless the County shall not exceed \$4,000,000.00. Nothing in this Agreement will be construed as, nor operate as, a waiver of the County's statutory or common law immunities or limitations on obligations set forth in this Agreement. The terms of this Agreement are expressly limited by the provisions of Minnesota Statutes Chapters 466 and 604A, and any other applicable law or regulation providing limitations, defenses, or immunities to the County.

14. **Termination.**

- A. **With Cause.** Either party may terminate this Agreement if the other party violates any of the terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement. The defaulting party will be sent a notice of default by the other party, which will fully describe the alleged default. The defaulting party will have a period of 30 days from the date of the notice to cure the default. If the defaulting party fails to remedy the default with the 30-day cure period, the other party will have the right to immediately terminate this Agreement. In such event, regardless of which party serves notice of termination, the County will be entitled to receive all payments under this Agreement for ice rental through the effective date of the termination.
  - B. **Without Cause.** So long as the effective date of termination is between April 2 and August 31, County and SPCHA may terminate this Agreement without cause upon giving at least 180 days' written notice thereof to the other party. In such event, regardless of which party serves notice of termination, the County will be entitled to receive all payments under this Agreement for ice rental through the effective date of the termination, including the CAM Payment for the year in which termination occurs.
  - C. Upon any termination of this Agreement for any reason, SPCHA shall remove all SPCHA equipment and personal property from the Facility within thirty (30) days after the date of termination. Any equipment or property not removed by the end of such thirty (30) day period shall be deemed abandoned.
15. **Force Majeure.** The County will not be liable for any interruption to the availability of the Property to User that is due to any of the following causes, to the extent beyond the County's reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire,

explosion, or generalized lack of availability of raw materials or energy (each, a “Force Majeure Condition” and collectively, “Force Majeure Conditions”). Without limiting the foregoing, the County shall have no liability to User or any person or entity for any of the following that might result from the closure of or unavailability of the Property to User or the cancellation of any event due to a Force Majeure Condition or Force Majeure Conditions.

Notwithstanding the foregoing, in the event

(a) the County closes an ice arena at which SPCHA has scheduled ice time as a result of a Force Majeure Condition; or

(b) SPCHA is prohibited from conducting its activities as a result of a global pandemic; and the occurrence of such event (1) results in loss of ice time which SPCHA has already paid, County shall refund the fees for such lost ice time; or (2) results in SPCHA being unable to utilize scheduled or unscheduled ice time still due per this Agreement, SPCHA shall not be responsible for payment of said unused ice time.

16. **Notices.** A notice, demand, or other communication under this Agreement by either party to the other will be sufficiently given if it is dispatched by registered or certified mail, postage pre-paid, return receipt requested, and addressed to the party at the addresses listed below with receipt thereof presumed on the third business day thereafter. Either party may designate another address, or attorney for receipt of notices pursuant to this Agreement by designating in writing and forwarding such writing to the other party as provided in this section.

Ramsey County  
ATTN: Ramsey County Parks & Recreation Director  
2015 North Van Dyke Street  
Maplewood, MN 55109

St. Paul Capitals Hockey Association  
ATTN: President  
PO Box 16382  
St. Paul, MN 55116

17. **Severability.** If any provision or term of this Agreement for any reason is declared invalid, illegal or unenforceable, such decision will not affect the validity of any remaining provisions, provided that: (i) each party receives the substantial benefit of its bargain with respect to the transaction completed hereby; and (ii) the ineffectiveness of such provision would not result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable for either party. The remaining provisions will remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties that they would have executed the remaining portions of this Agreement without including any such part or portion which may be hereafter declared invalid.



18. **Signatures/Execution.** Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. The parties agree that the electronic signature of a party to this Agreement will be as valid as an original signature of such party and will be effective to bind such party to this Agreement. The parties further agree that any document containing, or to which there is affixed, an electronic signature (e.g., DocuSign or other commonly-accepted commercial e-signature platform) will be deemed (i) to be “written” or “in writing,” (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is transmitted by any electronic means, including without limitation an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.
19. **Governing Law.** The County and SPCHA agree that the laws of the State of Minnesota will govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the undersigned parties and performance under it without regard to the principles of conflicts of law. The language of this Agreement is and will be deemed the result of negotiation among the parties and their respective legal counsel and will not be strictly construed for or against any party. Each party agrees that any action arising out of or in connection with this Agreement will be brought solely in the courts of the State of Minnesota, Second Judicial District, or the United States District Court for the District of Minnesota.
20. **Entire Agreement.** This Agreement represents the entire agreement between the parties. This Agreement supersedes all prior discussions, understandings, and other agreements of the parties, oral or written, relating to the transaction represented hereby.
21. **Incorporation of Recitals and Exhibits.** The Recitals at the beginning of this Agreement and the Exhibits attached to this Agreement are true and correct and are incorporated herein.

*[The rest of this page is left blank intentionally; signature page follows]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement through their duly authorized officers and representatives on the day and year first written above.

**RAMSEY COUNTY**

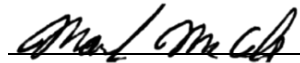
\_\_\_\_\_  
Rafael E. Ortega, Chair  
Ramsey County Board of Commissioners

Date: \_\_\_\_\_

\_\_\_\_\_  
Jason Yang, Chief Clerk  
Ramsey County Board of Commissioners

Date: \_\_\_\_\_

*Approval Recommended by:*

  
\_\_\_\_\_  
Mark McCabe  
Director Parks & Recreation

*Approved as to form:*

  
\_\_\_\_\_  
Assistant County Attorney

**ST. PAUL CAPITALS HOCKEY  
ASSOCIATION**



\_\_\_\_\_  
President

Date: 7/14/2025

**Exhibit A**

County Facilities Locations

Aldrich Arena	1850 White Bear Avenue, Maplewood, MN 55109
Charles M. Schulz- Highland Arena	800 South Snelling Avenue, St. Paul, MN 55116
Gustafson- Phalen Arena	1320 Walsh Street, St. Paul, MN 55106
Harding Arena	1496 6 <sup>th</sup> Street E., St. Paul, MN 55106
Ken Yackel- West Side Arena	44 East Isabel Street, St. Paul, MN 55107
Oscar Johnson Arena	1039 De Courcy Circe, St. Paul, MN 55108
Pleasant Arena	848 Pleasant Avenue, St. Paul, MN 55102
Shoreview Arena	877 West Highway 96, Shoreview, MN 55126
TCO Sports Garden	1490 County Road E East, Vadnais Heights, MN 55110
White Bear Arena	2160 Orchard Lane, White Bear Lake, MN 55110

## **EXHIBIT B**

### Schedule of Rental Fees Through December 31, 2025

<b>ICE ARENA RATES</b>	
<b>Fall/Winter Arenas (Day after Labor Day - March 31)</b>	<b>Hourly Rate</b>
Prime Time Rate (2:00 - 9:39 p.m Mon.-Fri. & 7am-9:39pm Sat. & Sun)	\$230
Non-Prime Rate PM (9:40 p.m. - 11:59 p.m. Mon.-Sun.)	\$190
Non-Prime Rate AM (12:00 a.m. - 1:59 p.m. Mon.-Fri.)	\$160
Tournament Rate (Includes Resurfaces)	\$250
High School Game Rate (Single Gm 3hr, Double Gm 5hr)	\$250
Game/Tournament Cleaning Fee	\$225 (1 time)
Sections Game Fee	\$300
Prime Fire Ice Sale (Purchased within 7 days 7am-9:40pm Mon-Sun)	\$130
<b>Summer Arena Rates (April 1 - Labor Day)</b>	<b>Hourly Rate</b>
Prime Time Rate (12:00 a.m. - 9:39 p.m. Mon.-Sun.)	\$190
Non-Prime PM Rate (9:40 p.m. - 11:59 p.m. Mon.-Sun.)	\$160
Prime Fire Ice Sale (Purchased within 7 days)	\$110
<b>Other Fees</b>	
Highland North Meeting Room	\$50/hour
Highland South Meeting Room	\$25/hour
Cornerstone Room	\$25/ hour
Skate Rentals	\$10
Skate Sharpening	\$10
Open Skate/ Open Hockey	no charge
Highland Synthetic Room	\$25