

**CASPIAN MULTI-PURPOSE FACILITY**  
**INDOOR AND GROUNDS AGREEMENT**

THIS RENTAL AGREEMENT, dated as of \_\_\_\_\_, 20\_\_\_\_ is between the IRON COUNTY AMATEUR HOCKEY ASSOCIATION ("Managing Agent"), and  
\_\_\_\_\_ ("Tenant").

1. **Facility Location:** 100 Museum Drive  
Caspian, MI 49915
2. **Rental Amount:** \$ \_\_\_\_\_
3. **Rental Period: Beginning** \_\_\_\_\_ at \_\_\_\_\_ o'clock  
through and **Ending** \_\_\_\_\_ at \_\_\_\_\_ o'clock.
4. **Rent Payment Due Date :** \_\_\_\_\_
5. **Facility Identification:** The Facility being rented consist of a large metal building annually used to house a indoor ice rink, and the surrounding grounds which includes a graveled parking area. The building contains locker rooms, concessions area and bleacher seating.
6. **Landlord's Liabilities:** Landlord shall remain responsible for all utilities associated with the Facility being rented by the Tenant limited to lighting, water and sewer.
7. **Climate Control:** Tenant acknowledges that the interior of the building is not heated and the temperature of the rented Facility will vary based upon outdoor temperatures but that it will be above freezing temperature during the Rental Period.
8. **Locked Facility:** the Managing Agent shall be responsible for unlocking and assuring access to the Facility during the Rental Period and locking the Facility at the end of the Rental Period.  
  
**Managing Agent's Reasonable Right of Entry:** The Managing Agent shall have the reasonable right to enter the Facility at any time during the Rental Period.
9. **Use:** The Facility and Grounds shall only be used by Tenant for the purpose of performing a Circus open to the public. Tenant shall not install any light fixtures or signage in the Facility. Violation of the intended use set forth herein is grounds for termination by Managing Agent of this Agreement.

10. **Special Provision – Utility Consideration:** Tenant agrees to pay for any electrical usage over and above the usual and customary monthly rate paid by the Managing Agent for the last month it normally has ice. This is to protect the Managing Agent from increased utility costs due to the possibility of increased energy usage during the month when there was not to be any ice being maintained. The Managing Agent discloses that the electrical rate for its last monthly of operation in 2025 was \$\_\_\_\_\_.
11. **Default:** In the event Tenant violates and of the terms of this agreement, or if any payment of Rent is dishonored due to insufficient funds, the Managing Agent may immediately terminate this agreement, expel the tenant and lock the facility.
12. **Fees:** Upon execution of this Agreement, Tenant shall pay Managing Agent the following:
  - a. Security deposit in the amount of \$\_\_\_\_\_. Managing Agent shall provide an accounting to Tenant and refund any unused/unallocated portion of the foregoing security deposit within 15 calendar days after expiration/termination of this Agreement.
13. **Indemnification:** Tenant hereby indemnifies and holds Managing Agent and the City of Caspin harmless of and from any and all claims, damages, fines, judgments, awards, and fees incurred by Managing Agent as a result of Tenant's use of the Facility or default hereunder, including without limitation attorney's fees and court costs, and any personal injury, property damage, damage to the Facility caused by Tenant..
14. **As-Is Condition:** The Facility and Grounds are provided to Tenant on an as-is/where-is basis, with no representation or warranty whatsoever. The square footage or dimensions of the Facility have been determined by the Tenant and do not constitute a representation or warranty whatsoever as to the size of the Facility. Tenant shall not alter, damage, or make any improvements to the Facility in any fashion whatsoever.
15. **Insurance:** The Tenant shall obtain general liability insurance coverage for its operations and use of the Facility and Grounds in a minimum amount of \$1,000,000.00 per incident. The general liability insurance coverage shall name the Managing Agent and the City of Caspian as additional insured during the term of this agreement. Landlord shall be provided a copy of the declaration page showing it as additional insured.
16. **Alcohol Sales:** If alcohol is being furnished by the Tenant or permitted in the facility or on the grounds, Tenant must obtain the necessary State of Michigan Licenses and or Permits. If alcohol is being furnished by the Tenant or permitted in the Facility or on the grounds during the rental term the Proof of Insurance must include "host liquor liability coverage. All such documentation must be provided to the Managing Agent prior to the Rental Period beginning.

17. **Modifications:** The provisions in this Agreement cannot be changed or modified without written consent of both the Managing Agent and Tenant.
18. **Attorney's Fees:** If Landlord or Tenant retains the services of an attorney in connection with the enforcement of this Agreement, the prevailing party shall recover its attorney fees and costs incurred by the prevailing party against the non-prevailing party in any action(s)/lawsuit(s).
19. **Unenforceability:** If any term or provision herein is deemed invalid, void, or unenforceable, such provision shall be severed from this Agreement, and any such finding shall not impact the remainder of the terms and provisions herein.
20. **Successors and Assigns:** This Agreement is binding upon the parties hereto and their respective heirs, successors, and assigns.
21. **Governing Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan and in the Circuit Court of Iron County.
22. **Waiver of Jury Trial:** The parties hereto hereby waive their respective right to a jury trial for any cause of action, claim, counterclaim, or cross complaint, at law or in equity, in connection with this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**MANAGING AGENT:** IRON COUNTY AMATEUR HOCKEY ASSOCIATION

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Title: \_\_\_\_\_

**TENANT:** \_\_\_\_\_

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Contact phone: \_\_\_\_\_