CITY OF NOVI CITY COUNCIL
NOVEMBER 23, 2026

SUBJECT: Approval of the license agreements between the City of Novi and Novi High School Hockey, Northville High School Hockey, Novi Youth Hockey Association, and Figure Skating Club of Novi for the exclusive use of designated spaces within the Novi Ice Arena for the period of January 1, 2027, through December 31, 2028

SUBMITTING DEPARTMENT: Parks, Recreation & Cultural Services

KEY HIGHLIGHTS:

- City Council directed staff to formalize agreements with user groups at the Novi Ice Arena for use of locker room and office space.
- The City Attorney prepared draft agreements and staff met with representatives from each group.
- Signed agreements will be in effect for two (2) years from January 1, 2027, to December 31, 2028.

BACKGROUND INFORMATION:

The City of Novi is the owner of the Novi Ice Arena property located at 42400 Nick Lidstrom Drive, Novi, Michigan 48375. For a number of years, several user organizations, including Novi High School Hockey, Northville High School Hockey, Novi Youth Hockey Association, and Figure Skating Club of Novi, have been permitted to utilize designated locker room and/or office spaces within the facility for their exclusive organizational use.

Historically, these arrangements have been informal and have not been governed by written agreements establishing specific terms, conditions, responsibilities, or duration of use. City Council directed staff to formalize these arrangements through written agreements for a defined period of time and to establish consistent requirements governing the organizations' use of the designated spaces.

The City Attorney prepared draft license agreements, and staff met with representatives of each organization to review and discuss the proposed terms and conditions. Key provisions of the agreements include:

- Authorized Use: Use of the designated spaces is restricted to members, coaches, staff, and other authorized representatives of the respective organizations. The spaces may not be made available to other individuals or organizations without City approval.

- Term and Fees: The agreements establish a two-year term beginning January 1, 2027, and ending December 31, 2028. No license fee will be assessed during this initial term. The City reserves the right to establish a license fee or other financial terms in subsequent agreements.

- Alterations and Improvements: The agreements establish requirements for any proposed alterations or improvements to the designated spaces, including the requirement for prior City approval and responsibility for associated costs.

- Rules and Regulations: Each organization is required to comply with all applicable City policies, facility rules, and regulations, as well as the requirements of relevant governing organizations, including but not limited to the Michigan High School Athletic Association (MHSAA), USA Hockey, Michigan Amateur Hockey Association (MAHA), and U.S. Figure Skating.

The agreements are intended to formalize the City's longstanding arrangements with these organizations, establish consistent expectations and responsibilities, and provide a clear framework for the continued use of designated spaces within the Novi Ice Arena while maintaining the City's ownership and operational control of the facility. City Administration believes that the form of agreement addresses the comments of Councilmembers at the August 10, 2026 meeting.

RECOMMENDED ACTION: Approval of the license agreements between the City of Novi and Novi High School Hockey, Northville High School Hockey, Novi Youth Hockey Association, and Figure Skating Club of Novi for the exclusive use of designated spaces within the Novi Ice Arena for the period of January 1, 2027, through December 31, 2028

CITY OF NOVI
NOVI ICE ARENA

OFFICE SPACE LICENSE AGREEMENT

SKATING CLUB OF NOVI

This License Agreement ("Agreement") is made and entered into this ____ day of _____, 2026, by and between the **City of Novi**, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, MI 48375 ("Licensor" or the "City") and **Skating Club of Novi** ("Licensee"), a Michigan non-profit organization, whose address is 42400 Nick Lidstrom Drive, Novi, MI 48375, upon the following terms and conditions:

RECITALS

A. Licensor is the owner of the Novi Ice Arena property located at 42400 Nick Lidstrom Drive, Novi, MI 48375. Among the various improvements within the arena is office space.

B. Licensee has a skating program and otherwise has the desire to utilize office space for purposes of its skating program and related activities.

C. Licensor and Licensee have a previous history dating back a number of years under which Licensee's skating program was permitted to use office space essentially as an exclusive area available only to it and not to any other individuals or programs on a similar user basis.

D. The arrangement was at various times reduced to writing but at other times subject only to informal and/or verbal agreement and/or practice of the parties.

E. Both Licensor and Licensee would like to formalize the arrangement in writing, for a defined period of time, and to establish various terms and conditions that apply to the use of the office space.

NOW, THEREFORE, in consideration of the foregoing and as further described below, the parties agree as follows:

1. For and in consideration of Licensee's payment of a License Fee in the amount set forth below, the Licensor hereby grants to Licensee use of Office Space [describe by room name or location] in connection with its program, subject to the terms and conditions hereof. Only current members, agents, and employees, while acting in those capacities, are granted this License. Use of the Office Space for unrelated activities (e.g., alumni, adult leagues, etc.) is not permitted. Use of the Office Space may be made by the City or its agents/arena managers for events and other activities upon notice to Licensee.

2. The License Fee shall be $0.00 per year, payable on or before January 1 of each year. The first annual License Fee shall be payable on or before January 1, 2027. The amount of the License Fee is subject to change, in the Licensor's sole discretion, from time to time.

3. The term of this License Agreement is two (2) years from January 1, 2027, to December 31, 2028.

4. No improvements or alterations may be made to the Office Space without Licensor's prior written consent. Licensee, or its agents, employees, and/or contractors shall install the Office Space improvements during normal business hours. Licensor shall not be responsible for any delay with respect to completion of the installation of such improvements. The Office Space 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 the construction, the Licensor, in its sole discretion, may determine whether or not the alternate area is available for use.

5. All alterations and improvements that are installed in the Office Space 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 improvements or alterations have been fully paid for by Licensee. Licensee shall not cause, or permit, any construction 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.

6. Licensee agrees to maintain the Office Space, as improved, in good condition and that any and all abuse, misuse, or damage to the Office Space or personal property therein shall be the sole responsibility of the Licensee. Licensee shall remain responsible for the full cost and expenses of any and all repairs. Licensor shall not be responsible for losses or any type relating to Licensee's use of the Office Space, including but not limited to theft or disappearance of personal property from the Office Space. All supervision necessary for the use of the Office Space by the Licensee shall be furnished by Licensee.

7. Licensee and members of its skating program shall abide by all ice arena policies and rules and regulations, whether adopted by the City, its agents, or other governing bodies, including but not limited to MHSAA, USA Hockey, MAHA, and U.S. Figure Skating. Licensee and members of its skating program or its agents, employees, or invitees 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. The Office Space shall only be accessible by Licensee during normal posted business hours.

8. Licensor and Licensee agree that this Agreement is a license agreement and not a lease. Licensor may terminate this Agreement at any time upon notice to Licensee. In the event that Licensor terminates the License, 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, no portion of the License Fee will be returned to Licensee. Upon request of Licensor, all alterations or improvements shall be removed by Licensee upon termination of this Agreement, and the Office Space 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.

9. Licensee acknowledges that there are known and unknown risks that could result from the use of the premises. By way of example only, personal injuries are a risk of the sport of skating. Licensee acknowledges that Licensor is not responsible for personal injuries that occur on or off the ice surface or in the Office Space or elsewhere on the Ice Arena premises. Licensee agrees to be responsible to Licensor, its officers, agents, employees, and invitees, or any other person, for any injuries, damages, claims, demands, or causes of action that are in any way connected with Licensee's use of the premises, its facilities, or its equipment in connection with this License. Licensee on behalf of itself and its agents, employees, students, invitees, and other persons waives, releases, and forever discharges any and all rights and claims for damages which they may have or which may hereafter accrue to them in connection with this License. Insurance in the minimum amount of $1,000,000 shall be maintained by Licensee for damage or injury occurring on the premises, including within the Office Space. Licensor, its agents, employees, and invitees shall be named as additional insureds. Licensee shall provide evidence of such insurance on a yearly basis, and shall notify Licensor at least thirty (30) days prior to cancellation of any such policy.

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

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

12. This is the entire agreement between the parties regarding use of the Office Space. Any amendment to this Agreement must be in writing and signed by both parties.

LICENSOR	LICENSEE
City of Novi	SKATING CLUB OF NOVI
_____	_____
By: Justin Fischer	By:
Its: Mayor	Its:

Licensee Contact Information:

Organization: Skating Club of Novi
Contact Person: Laura Paredes
Address: 42400 Nick Lidstrom Drive, Novi, MI 48375
Phone: (248) 231-9741
Email: scnskate@yahoo.com

CITY OF NOVI
NOVI ICE ARENA

LOCKER ROOM LICENSE AGREEMENT

NOVI HIGH SCHOOL

This License Agreement ("Agreement") is made and entered into this ____ day of _____, 2026, by and between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, MI 48375 ("Licensor" or the "City") and Novi Community School District ("Licensee" or "NCS"), a Michigan general powers school district, whose address is 25425 Taft Road, Novi, MI 48375, upon the following terms and conditions:

RECITALS

A. Licensor is the owner of the Novi Ice Arena property located at 42400 Nick Lidstrom Drive, Novi, MI 48375. Among the various improvements within the arena is a locker room.

B. Licensee has a high school hockey program and otherwise has the desire to utilize a locker room for purposes of its hockey program and related activities.

C. Licensor and Licensee have a previous history dating back a number of years under which Licensee's hockey program was permitted to use a locker room essentially as an exclusive area available only to it and not to any other individuals or programs on a similar user basis.

D. The arrangement was at various times reduced to writing but at other times subject only to informal and/or verbal agreement and/or practice of the parties.

E. Both Licensor and Licensee would like to formalize the arrangement in writing, for a defined period of time, and to establish various terms and conditions that apply to the use of the locker room.

NOW, THEREFORE, in consideration of the foregoing and as further described below, the parties agree as follows:

1. For and in consideration of Licensee's payment of a License Fee in the amount set forth below, the Licensor hereby grants to Licensee use of Locker Room [describe by room name or location] in connection with its scheduled practices and games at the Novi Ice Arena, subject to the terms and conditions hereof. Only current high school players and coaches, while acting in those capacities, are granted this License. Use of the Locker Room for unrelated activities (e.g., alumni, adult leagues, etc.) is not permitted. Use of the Locker Room may be made by the City or its agents/arena managers for events and other activities upon notice to Licensee.

2. The License Fee shall be $0.00 per year, payable on or before January 1 of each year. The first annual License Fee shall be payable on or before January 1, 2027. The amount of the License Fee is subject to change, in the Licensor's sole discretion, from time to time.

3. The term of this License Agreement is two (2) years from January 1, 2027, to December 31, 2028.

4. The Locker Room currently has locker stalls and other improvements in place. Licensor consents to Licensee maintaining or improving locker stalls and flooring upgrades in the Locker Room, provided that the plans, construction methods, materials used and colors same 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 Room 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 the construction, the Licensor, in its sole discretion, may determine whether or not the alternate area is available for use.

5. 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 improvements or alterations have been fully paid for by Licensee. Licensee shall not cause, or permit, any construction 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.

6. Licensee agrees to maintain the Locker Room, as improved, in good condition and that any and all abuse, misuse, or damage to the Locker Room or personal property therein shall be the sole responsibility of the Licensee. Licensee shall remain responsible for the full cost and expenses of any and all repairs. Licensor shall not be responsible for losses or 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.

7. Licensee and members of its hockey program shall abide by all ice arena policies and rules and regulations, whether adopted by the City, its agents, or other governing bodies, including but not limited to MHSAA, USA Hockey, MAHA, and U.S. Figure Skating. Licensee and members of its hockey program or its agents, employees, or invitees 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. The Locker Room shall only be accessible by Licensee during normal posted business hours.

8. Licensor and Licensee agree that this Agreement is a license agreement and not a lease. Licensor may terminate this Agreement at any time upon notice to Licensee. In the event that Licensor terminates the License, 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, no portion of the License Fee will be returned to Licensee. Upon request of Licensor, all alterations or improvements shall be removed by Licensee upon termination of this Agreement, 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.

9. Licensee acknowledges that there are known and unknown risks that 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 injuries that occur on or off the ice surface or in the Locker Room or elsewhere on the Ice Arena premises. Licensee agrees to be responsible to Licensor, its officers, agents, employees, and invitees, or any other person, for any injuries, damages, claims, demands, or causes of action that are in any way connected with Licensee's use of the premises, its facilities, or its equipment in connection with this License. Licensee on behalf of itself and its agents, employees, students, invitees, and other persons waives, releases, and forever discharges any and all rights and claims for damages which they may have or which may hereafter accrue to them in connection with this License. Insurance in the minimum amount of $1,000,000 shall be maintained by Licensee for damage or injury occurring on the premises, including within the Locker Room. Licensor, its agents, employees, and invitees shall be named as additional insureds. Licensee shall provide evidence of such insurance on a yearly basis, and shall notify Licensor at least thirty (30) days prior to cancellation of any such policy.

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

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

12. 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 both parties.

LICENSOR
City of Novi

By: Justin Fischer

LICENSEE
Novi Community School District

By: Ben Mainka

Its: Mayor

Its: Superintendent

Licensee Contact Information:

Organization: Novi Community School District
Contact Person: _____
Address: 25425 Taft Road, Novi, MI 48375
Phone: _____
Email: _____

CITY OF NOVI
NOVI ICE ARENA

OFFICE SPACE LICENSE AGREEMENT

NOVI YOUTH HOCKEY ASSOCIATION

This License Agreement ("Agreement") is made and entered into this _1st_ day of _November___, 2026, by and between the **City of Novi**, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, MI 48375 ("Licensor" or the "City") and **Novi Youth Hockey Association** ("Licensee"), a Michigan non-profit organization, whose address is 42400 Nick Lidstrom Drive, Novi, MI 48375, upon the following terms and conditions:

RECITALS

A. Licensor is the owner of the Novi Ice Arena property located at 42400 Nick Lidstrom Drive, Novi, MI 48375. Among the various improvements within the arena is office space.

B. Licensee has a youth hockey program and otherwise has the desire to utilize office space for purposes of its hockey program and related activities.

C. Licensor and Licensee have a previous history dating back a number of years under which Licensee's hockey program was permitted to use office space essentially as an exclusive area available only to it and not to any other individuals or programs on a similar user basis.

D. The arrangement was at various times reduced to writing but at other times subject only to informal and/or verbal agreement and/or practice of the parties.

E. Both Licensor and Licensee would like to formalize the arrangement in writing, for a defined period of time, and to establish various terms and conditions that apply to the use of the office space.

NOW, THEREFORE, in consideration of the foregoing and as further described below, the parties agree as follows:

1. For and in consideration of Licensee's payment of a License Fee in the amount set forth below, the Licensor hereby grants to Licensee use of Office Space [describe by room name or location] in connection with its scheduled practices and games at the Novi Ice Arena, subject to the terms and conditions hereof. Only Licensee's members, agents, or employees, while acting in those capacities, are granted this License. Use of the Office Space for unrelated activities (e.g., alumni, adult leagues, etc.) is not permitted. Use of the Office Space may be made by the City or its agents/arena managers for events and other activities upon notice to Licensee.

2. The License Fee shall be $0.00 per year, payable on or before January 1 of each year. The first annual License Fee shall be payable on or before January 1, 2027. The amount of the License Fee is subject to change, in the Licensor's sole discretion, from time to time.

3. The term of this License Agreement is two (2) years from January 1, 2027, to December 31, 2028.

4. No improvements or alterations may be made to the Office Space without Licensor's prior written consent. Licensee, or its agents, employees, and/or contractors shall install the Office Space improvements during normal business hours. Licensor shall not be responsible for any delay with respect to completion of the installation of such improvements. The Office Space 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 the construction, the Licensor, in its sole discretion, may determine whether or not the alternate area is available for use.

5. All alterations and improvements that are installed in the Office Space 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 improvements or alterations have been fully paid for by Licensee. Licensee shall not cause, or permit, any construction 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.

6. Licensee agrees to maintain the Office Space, as improved, in good condition and that any and all abuse, misuse, or damage to the Office Space or personal property therein shall be the sole responsibility of the Licensee. Licensee shall remain responsible for the full cost and expenses of any and all repairs. Licensor shall not be responsible for losses or any type relating to Licensee's use of the Office Space, including but not limited to theft or disappearance of personal property from the Office Space. All supervision necessary for the use of the Office Space by the Licensee shall be furnished by Licensee.

7. Licensee and members of its hockey program shall abide by all ice arena policies and rules and regulations, whether adopted by the City, its agents, or other governing bodies, including but not limited to MHSSA, USA Hockey, MAHA, and U.S. Figure Skating. Licensee and members of its hockey program or its agents, employees, or invitees 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. The Office Space shall only be accessible by Licensee during normal posted business hours.

8. Licensor and Licensee agree that this Agreement is a license agreement and not a lease. Licensor may terminate this Agreement at any time upon notice to Licensee. In the event that Licensor terminates the License, 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, no portion of the License Fee will be returned to Licensee. Upon request of Licensor, all alterations or improvements shall be removed by Licensee upon termination of this Agreement, and the Office Space 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.

9. Licensee acknowledges that there are known and unknown risks that 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 injuries that occur on or off the ice surface or in the Office Space or elsewhere on the Ice Arena premises. Licensee agrees to be responsible to Licensor, its officers, agents, employees, and invitees, or any other person, for any injuries, damages, claims, demands, or causes of action that are in any way connected with Licensee's use of the premises, its facilities, or its equipment in connection with this License. Licensee on behalf of itself and its agents, employees, students, invitees, and other persons waives, releases, and forever discharges any and all rights and claims for damages which they may have or which may hereafter accrue to them in connection with this License. Insurance in the minimum amount of $1,000,000 shall be maintained by Licensee for damage or injury occurring on the premises, including within the Office Space. Licensor, its agents, employees, and invitees shall be named as additional insureds. Licensee shall provide evidence of such insurance on a yearly basis, and shall notify Licensor at least thirty (30) days prior to cancellation of any such policy.

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

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

12. This is the entire agreement between the parties regarding use of the Office Space. Any amendment to this Agreement must be in writing and signed by both parties.

LICENSOR	LICENSEE
City of Novi	NOVI YOUTH HOCKEY ASSOCIATION
By: Justin Fischer	By: Mark B. Burke
Its: Mayor	Its: President

Licensee Contact Information:

Organization: Novi Youth Hockey Association
Contact Person: _____
Address: 42400 Nick Lidstrom Drive, Novi, MI 48375
Phone: _____
Email: _____

CITY OF NOVI
NOVI ICE ARENA

LOCKER ROOM LICENSE AGREEMENT

NORTHVILLE HIGH SCHOOL

This License Agreement ("Agreement") is made and entered into this ____ day of _____, 2026, by and between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, MI 48375 ("Licensor" or the "City") and Northville Public Schools ("Licensee" or "NPS"), a Michigan general powers school district, whose address is 405 W. Main Street, Northville, MI, 48167, upon the following terms and conditions:

RECITALS

A. Licensor is the owner of the Novi Ice Arena property located at 42400 Nick Lidstrom Drive, Novi, MI 48375. Among the various improvements within the arena is a locker room.

B. Licensee has a high school hockey program and otherwise has the desire to utilize a locker room for purposes of its hockey program and related activities.

C. Licensor and Licensee have a previous history dating back a number of years under which Licensee's hockey program was permitted to use a locker room essentially as an exclusive area available only to it and not to any other individuals or programs on a similar user basis.

D. The arrangement was at various times reduced to writing but at other times subject only to informal and/or verbal agreement and/or practice of the parties.

E. Both Licensor and Licensee would like to formalize the arrangement in writing, for a defined period of time, and to establish various terms and conditions that apply to the use of the locker room.

NOW, THEREFORE, in consideration of the foregoing and as further described below, the parties agree as follows:

1. For and in consideration of Licensee's payment of a License Fee in the amount set forth below, the Licensor hereby grants to Licensee use of Locker Room [describe by room name or location] in connection with its scheduled practices and games at the Novi Ice Arena, subject to the terms and conditions hereof. Only current high school players and coaches, while acting in those capacities, are granted this License. Use of the Locker Room for unrelated activities (e.g., alumni, adult leagues, etc.) is not permitted. Use of the Locker Room may be made by the City or its agents/arena managers for events and other activities upon notice to Licensee.

2. The License Fee shall be $0 per year, payable on or before January 1 of each year. The first annual License Fee shall be payable on or before January 1, 2027. The amount of the License Fee is subject to change, in the Licensor's sole discretion, from time to time.

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3. The term of this License Agreement is two (2) years from January 1, 2027, to December 31, 2028.

4. The Locker Room currently has locker stalls and other improvements in place. Licensor consents to Licensee maintaining or improving locker stalls and flooring upgrades in the Locker Room, provided that the plans, construction methods, materials used and colors same 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 Room 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 the construction, the Licensor, in its sole discretion, may determine whether or not the alternate area is available for use.

5. 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 improvements or alterations have been fully paid for by Licensee. Licensee shall not cause, or permit, any construction 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.

6. Licensee agrees to maintain the Locker Room, as improved, in good condition and that any and all abuse, misuse, or damage to the Locker Room or personal property therein shall be the sole responsibility of the Licensee. Licensee shall remain responsible for the full cost and expenses of any and all repairs. Licensor shall not be responsible for losses or 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.

7. Licensee and members of its hockey program shall abide by all ice arena policies and rules and regulations, whether adopted by the City, its agents, or other governing bodies, including but not limited to MHSAA, USA Hockey, MAHA, and U.S. Figure Skating. Licensee and members of its hockey program or its agents, employees, or invitees 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. The Locker Room shall only be accessible by Licensee during normal posted business hours.

8. Licensor and Licensee agree that this Agreement is a license agreement and not a lease. Licensor may terminate this Agreement at any time upon notice to Licensee. In the event

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that Licensor terminates the License, 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, no portion of the License Fee will be returned to Licensee. Upon request of Licensor, all alterations or improvements shall be removed by Licensee upon termination of this Agreement, 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.

9. Licensee acknowledges that there are known and unknown risks that 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 injuries that occur on or off the ice surface or in the Locker Room or elsewhere on the Ice Arena premises. Licensee agrees to be responsible to Licensor, its officers, agents, employees, and invitees, or any other person, for any injuries, damages, claims, demands, or causes of action that are in any way connected with Licensee's use of the premises, its facilities, or its equipment in connection with this License. Licensee on behalf of itself and its agents, employees, students, invitees, and other persons waives, releases, and forever discharges any and all rights and claims for damages which they may have or which may hereafter accrue to them in connection with this License. Insurance in the minimum amount of $1,000,000 shall be maintained by Licensee for damage or injury occurring on the premises, including within the Locker Room. Licensor, its agents, employees, and invitees shall be named as additional insureds. Licensee shall provide evidence of such insurance on a yearly basis, and shall notify Licensor at least thirty (30) days prior to cancellation of any such policy.

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

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

12. 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 both parties.

LICENSOR City of Novi	LICENSEE Northville Public Schools
_____	_____
By: Justin Fischer Its: Mayor	By: Brian Samulski Its: Athletic Director

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Licensee Contact Information:

Organization: Northville Public Schools
Contact Person: _____
Address: 405 W. Main Street, Northville, MI, 48167
Phone: _____
Email: _____

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