

**FRANKLIN COUNTY RESOLUTION \_\_\_\_\_**

**BEFORE THE BOARD OF COMMISSIONERS OF  
FRANKLIN COUNTY, WASHINGTON**

***APPROVAL OF THE TRI CITY AMATEUR HOCKEY ASSOCIATION (TCAHA)  
LEASE AGREEMENT FOR THE 2019/2020 AND 2020/2021 SEASON WITH THE  
HAPO CENTER***

**WHEREAS**, The HAPO Center Manager desires to accept the attached multi-year lease agreement with TCAHA for the use of the Ice Pavilion; and,

**WHEREAS**, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to authorize the Maintenance Agreement as being in the best interest of Franklin County.

**NOW, THEREFORE, BE IT RESOLVED** that the Franklin County Commissioners hereby authorizes the 2019/2020 and 2020/2021 TCAHA Lease Agreement with The HAPO Center as specified in the attached lease agreement.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

6600 Burden Blvd

Pasco, WA 99301

## ICE PAVILION LEASE AGREEMENT

HAPO Center (LESSOR) and Tri Cities Amateur Hockey Association (TCAHA) (LESSEE) listed below, enter into this LEASE AGREEMENT,  
Tuesday, July 23, 2019:

**Organization:** Tri Cities Amateur Hockey Association or TCAHA

**Event Name:** TCAHA Hockey Season

**Contact:** Kris Waltze President

**Address:** PO Box 7139

**City:** Kennewick

**State:** WA

**Zip:** 99336

**Phone:**

### LEASED SPACE AND USE DATE(S)

For use of the above listed premises, the LESSEE shall pay to the HAPO Center the amounts listed below on or before the due dates (see payment schedule below). In no case shall permission be given to occupy the premises by the LESSEE, their agent, or guests until all required payments are made.

DATE	TIME	FUNCTION	ROOM	ATTENDANCE	SET UP/ REFRESH FEES	RENTAL FEE
8/16/2019 – 4/30/2020	N/A	TCAHA HOCKEY	PAVALION	N/A	N/A	\$80,000
8/16/2020 – 4/30/2021	N/A	TCAHA HOCKEY	PAVALION	N/A	N/A	\$90,000

### Payment Schedule:

Due Date	Amount	Due Date	Amount
08/16/2019	\$10,000	08/16/2020	\$11,250
09/16/2019	\$10,000	09/16/2020	\$11,250
10/16/2019	\$10,000	10/16/2020	\$11,250
11/16/2019	\$10,000	11/16/2020	\$11,250
12/16/2019	\$10,000	12/16/2020	\$11,250
01/16/2020	\$10,000	01/16/2021	\$11,250
02/16/2020	\$10,000	02/16/2021	\$11,250
03/16/2020	\$10,000	03/16/2021	\$11,250

- HAPO Center will be responsible for making ice at start of season and maintaining building and all applicable equipment with the exception of the Zamboni. TCAHA will purchase a Zamboni to be operated by TCAHA staff to maintain ice. TCAHA will provide Zamboni drivers and all applicable insurance for Zamboni drivers for entire season to include tournaments, practices and jamborees. TCAHA will be responsible at their expense for all Zamboni maintenance.
- A walk through of the building will be completed prior to the start of the season with HAPO Center staff and TACHA staff to ensure all areas of the building are ready for the hockey season to begin.
- HAPO Center will conduct scheduled ice maintenance. This will be performed on Thursdays during normal business hours (7:30am – 4:00pm). This will include checking ice thickness. Ice making equipment requires

a total minimum thickness of 4 inches. There will be 2.5" of ice above the coils plus 1.5" of ice above that layer for a total of 4". If a glycol line is broken due to ice being cut too thin, TCAHA will be responsible for the repair and will result in loss of use of ice until lines can be repaired.

4. HAPO Center will provide normal janitorial services throughout the season. TCAHA will use responsible efforts to clean up locker rooms, restrooms and garbage cans after each event. If at any time excessive damage or abuse is found, TCAHA will be required to pay for cleanup services. If found, pictures of the damage will be provided along with the invoice for repair or cleaning services
5. HAPO Center retains sole discretion to determine what repairs are done at the facility. If the ice is not in the condition to be used safely, the HAPO Center will contact TCAHA immediately.
6. During practices, games, or tournaments, the bathrooms will be for TCAHA use only. Signs will be placed on exterior and interior of building notifying RV park guests that the bathrooms are closed. HAPO center will ensure that each RV park guest is given written notification of the hours that the inside bathrooms will be off limits to anyone not affiliated with TCAHA.
7. TCAHA retains rights to sell advertisement to sponsors. TCAHA is responsible for hanging and removing all banners.
8. TCAHA may sublet ice to hockey related programs. TCAHA will provide the identification of programs subletting to HAPO Center in writing. By subletting to other programs, TCAHA is agreeing to hold harmless and indemnify the county consistent with the below paragraph entitled Hold Harmless/ Indemnification for any actions or negligence of the sublet program(s). Additionally, the sublet programs shall have the same insurance as required of TCAHA. Failure to provide proof of insurance will lead to denial of the sublet.
9. Fundraising can occur on the premises which may include the auctioning of gift baskets that include alcohol. No alcohol can be consumed on premises for TCAHA events.
10. In the event that a piece of rink glass is broken during the season, glass replacement will be at the sole expense of TCAHA.
11. TCAHA staff will have access to the Zamboni room. The walled off area to the north of the Zamboni room is for HAPO Center staff only.
12. In the event the ice plant were to have a total system failure, meaning estimates to repair the ice making equipment would exceed \$30,000, both parties agree that the use of the rink would be terminated and this contract would become void. The decision to repair or replace equipment is solely the HAPO Center's. In this event, HAPO Center will obtain estimates to repair or replace equipment and will offer TCAHA the option to pay for the repairs or replacement before voiding the contract. Under no circumstance will HAPO Center be obligated to repair or replace ice making equipment.
13. Franklin County and the HAPO Center reserves the right to cancel/postpone events during adverse weather conditions or if public safety is at risk. Postponed events may be rescheduled to a mutually agreeable date within the current calendar year. Lessee is responsible for any third party services/equipment already setup/scheduled or monies paid for the event.
14. GUESTS' RESPONSIBILITIES: TCAHA agrees to begin the function at its scheduled time and to have guests and invitees vacate the function space at the closing hour designated. TCAHA agrees to assume full responsibility for the conduct of all its guests, whether representatives, agents, members, relatives of members, or public, including damages to HAPO Center property as a result of misuse. Guests are permitted access ONLY to areas secured by this rental agreement. TCAHA is responsible for restricting guests from access to other areas of the HAPO Center. Failure to do so may result in additional rental fees. Any guests accessing other areas of the HAPO Center will be removed from premises.
15. OOD AND BEVERAGE SERVICES TO BE PROVIDED BY HAPO CENTER CATERING: Catering, beverages, and concessions are controlled exclusively by the HAPO Center. No outside food or beverage shall be brought into the HAPO Center without written express consent from the HAPO Center.

## 2- LEASE AGREEMENT FOR ICE PAVALION

Arrangements for catering must be coordinated through the HAPO Center's Event Manager. Free samples of food or beverage may be given away or otherwise distributed upon request and only with prior written consent of the HAPO Center. Sample size should be no larger than one (1) ounce for solids and two (2) ounces for liquid. All Health Department requirements must be met.

16. **PARKING:** Overnight parking is prohibited without prior written consent from the HAPO Center Management. The distribution of literature or materials by TCAHA or TCAHA guests in the parking area is prohibited. Clean up of unauthorized literature or materials may be charged back to TCAHA.
17. **CONTROL OF BUILDING:** In leasing said premises to TCAHA, the HAPO Center does not relinquish the right to control management thereof, and retains the right to enforce all the necessary and proper rules for the management and operation of the HAPO Center; and that Franklin County, their agents, the HAPO Center employees, and the HAPO Center Manager may enter the leased premises, at any time and on any occasion. TCAHA, its representatives, agents, and members hereby waive any right and all claims for damages against the HAPO Center for wrongful entry and control of leased premises.
18. **PYROTECHNICS (Fireworks):** The HAPO Center strictly enforces the Franklin County Ordinance and City of Pasco fire code, which bans all pyrotechnic activity on city property.
19. **VEHICLES:** No vehicle may be brought into the HAPO Center facility other than TCAHA or HAPO Center Zamboni unless approved in writing by the Operations Manager and Sales Manager. Any additional cleaning, repairs, or damages to the property of the HAPO Center, as a result of the TCAHA, its representatives, agents', or members' vehicle activities will be charged to the TCAHA. Payments for damages to occur within ten (10) business days of the date damage is reported to TCAHA by HAPO Center personnel.
20. Without the written consent of the HAPO Center, TCAHA, its representatives, agents or members shall not operate any engine or motor machines (except Zamboni) on the premises or use oils, burning fluids, kerosene, naphtha, or gasoline for either mechanical or other purposes or any other agent for illuminating the premises.
21. **PROPERTY DAMAGE:** Any damages to the property of the HAPO Center that occurs as a result of the TCAHA, its representatives', agents' or members' activities will be charged to TCAHA. A fee of \$1,000.00 may be added to your estimated invoice to offset any damages to the HAPO Center. Payments for damages to be paid within ten (10) business days of the date the damage occurred.
22. **DEFACEMENT OF BUILDING:** TCAHA, its representatives, agents, or members shall not drive any nails, hooks, tacks, screws, or tape in any part of the building nor shall TCAHA, its representative, agents, or members make or allow any alteration of any kind therein, except as allowed under section 6. If any portion of said building or grounds, is damaged by the act, default, or negligence of TCAHA, its representatives, agents or members, TCAHA will pay the HAPO Center upon demand such sum as shall be necessary to restore said premises to their original condition. TCAHA hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said premises or to any portion of said premises and grounds by consent of TCAHA or by or with the consent of TCAHA its representatives, agents, or members or any person acting for or on behalf of said TCAHA. TCAHA agrees to have on hand at all times sufficient security to maintain order and protect persons and property.
23. **PERMITS, LICENSES, AND TAX:** TCAHA shall be responsible for filing of federal, state, and local tax returns and payment of all sales, admissions, excise, or other taxes due in connection with such admission. TCAHA shall obtain at its own expense all licenses and permits required by law. TCAHA is responsible for all BMI, ASCAP, and other copyright fees. TCAHA is responsible for providing the HAPO Center with a copy of any licenses required.
24. **LAW OBSERVANCE:** TCAHA, its representatives, agents, members, or guests will comply with all laws of the United States, the State of Washington, all municipal ordinances, and all lawful orders of police and fire departments or any other municipal authority; and will obtain, and pay for all necessary permits, taxes, and licenses; and will not violate any laws, ordinances, rules, or orders. If violation is on the part of TCAHA, its representatives, agents, members, or guests, TCAHA will immediately correct such violation.

25. **DISCRETIONARY MATTERS:** Any decision affecting any matter not herein expressly provided for shall rest solely with the discretion of the HAPO Center Manager.
26. **DISPUTES:** Disputes over the terms of this contract shall be promptly addressed in writing by the aggrieved party in order that such matters may be settled, or other appropriate action promptly taken. Any dispute relating to the terms of this contract shall be decided by the HAPO Center's Contract Representative or designee. All rulings, orders, instructions, and decisions of the HAPO Center's Contract Representative shall be final and conclusive, subject to TCAHA'S right to seek judicial relief.
27. **INSURANCE:** The HAPO Center requires a \$1,000,000 minimum general liability and the completion of Standard Acord Form CG 20-11. **The HAPO Center, Franklin County, and the City of Pasco shall be listed as additional insured. \$1,000,000 in Participant Legal Liability insurance is required for all high-risk events and any other event at the HAPO Center's discretion. Such insurance afforded to contract and Owner as additional insured under sub-contractor's policies shall be PRIMARY INSURANCE and not excess over, or contributing with, any insurance purchased or maintained by the Contract or Owner.** "Proof of Insurance" is required sixty (60) days prior to the beginning of the lease and shall be provided by insurance companies authorized to do business in the State of Washington. All insurance forms will be submitted to the HAPO Center. HAPO Center will submit all forms to the Franklin County Legal department for approval.

**Proof of insurance MUST CONTAIN all of the following:**

- ✓ **ENDORSEMENT FOR ADDITIONAL INSURED (such as Acord Form CG 20-11), MUST contain the following:**
  - ❖ **HAPO Center, Franklin County, and the City of Pasco as additional insured**
  - ❖ **Reference the policy number from the Certificate of Insurance (COI)**
- ✓ **ENDORSEMENT FOR PRIMARY AND NON-CONTRIBUTORY insurance for ALL additional insured**
- ✓ **Certificate of Insurance (COI):**
  - ❖ **Have the proper event dates listed**
  - ❖ **Reference the policy number**
  - ❖ **List entities on the endorsement (HAPO Center, Franklin County, and the City of Pasco)**
  - ❖ **Cancellation notice to Additional Named Insured**
  - ❖ **Contain language that the insurance is primary and non-contributory**
  - ❖ **Be valid for when claims OCCUR**
  - ❖ **Show at least the minimum required insurance coverages**

**INSURANCE IS DUE SIXTY (60) DAYS PRIOR TO EVENT –If the insurance is not received sixty (60) days in advance of the beginning of your lease, there will be a \$500.00 legal processing fee assessed.**

**Required: \_\_\_\_\_**

**Initials**

**TCAHA is responsible for notifying the HAPO Center of any subcontractors not covered under liability insurance. TCAHA must provide documentation for any subcontractor or anyone not covered under TCAHA's liability policy. Initials Required: \_\_\_\_\_**

Failure to provide adequate insurance as outlined in this contract and/or obtain any necessary permits may result in cancellation of the lease. TCAHA will be responsible for paying all costs for associated with preparing for this lease if lease is cancelled due to lack of insurance coverage.

28. **HOLD HARMLESS/INDEMNIFICATION:** TCAHA shall indemnify, hold harmless, and defend or pay the costs of defending the HAPO Center, Franklin County, the City of Pasco, their agents, employees, and assigns against and from any and all penalties, claims, damages, actions, suits, liability, loss, expenses, costs, and judgments of any nature whatsoever incurred as a result of TCAHA's intentional or negligent acts

or omissions or violation of any federal, state, or local law, ordinance, or statute arising from the operation of this Lease Agreement, or TCAHA's failure in any respect to comply with requirement of this Agreement.

29. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:** The HAPO Center warrants and represents that as a place of public accommodation, it is in compliance with the Americans with Disabilities Act and all federal, state, and local fire safety and health code laws and ordinances that are in force at the time of the event/function.
30. **COPYRIGHTED MATERIAL:** LESSEE warrants that all copyrighted material to be performed and/or used in conjunction with the event has been duly licensed or authorized by the copyright owners or their representatives and agrees to indemnify and hold the HAPO Center harmless from any claims, losses, or expenses incurred with regard thereto.
31. **DEFAULT OR BREACH BY TCAHA:** TCAHA shall be obligated for payment of the agreed upon lease. In the event of default in the payment of rent or the breach of terms of this agreement by TCAHA, the lease shall be canceled. The HAPO Center management may re-enter the premises, remove all persons, and take whatever legal action necessary to obtain possession of the premises. Any deposits shall be retained by the HAPO Center and shall be considered partial payment of any damages. If legal action is instituted to enforce compliance with the terms of this agreement, the HAPO Center shall be entitled to any statutory costs and reasonable attorney fees. Venue shall be in Franklin County, Washington.

\_\_\_\_\_, have read and fully understand the Lease Agreement.  
**Authorized Agent for LESSEE Tri Cities Amateur Hockey Association (TCAHA)**

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_ **Date**

\_\_\_\_\_  
**Title:** \_\_\_\_\_ **Date**

LESSEE agrees to abide by the terms and conditions set forth in this Lease Agreement and assume the responsibility for complying and enforcing the provisions of the HAPO Center Policy Statement.

\_\_\_\_\_  
**LESSEE Signature** \_\_\_\_\_ **Date**

\_\_\_\_\_  
**Tom French, General Manager Signature (LESSOR)** \_\_\_\_\_ **Date**

**\*\*DO NOT ADVERTISE YOUR EVENT UNTIL THIS CONTRACT HAS BEEN SIGNED BY BOTH PARTIES\*\***

THE HAPO CENTER IS NOT RESPONSIBLE FOR ANY COSTS ASSOCIATED WITH ADVERTISING OR PROMOTIONS FOR YOUR EVENT.