

W. 12 a.

**LANE EVENTS CENTER
ICE CENTER AGREEMENT**

Between:

Lane COUNTY, by and through the Lane Events Center at the Fairgrounds, a department of Lane COUNTY, a political subdivision of the State of Oregon,

("COUNTY")

And:

Hockey Oregon, LLC, an Oregon limited liability company,

("LESSEE")

EFFECTIVE DATE: _____, 2011

RECITALS

The following recitals are intended to be an operative part of this Rental Agreement ("Agreement").

A. This Agreement sets forth the conditions under which LESSEE will have the use of the premises described in section 1.1 below.

B. Because the premises to be used by LESSEE under this Agreement are public facilities, it is in the public interest that LESSEE's use of the designated areas of the Ice Center be made in a manner that preserves and protects the public facilities and the rights and interests of the public use. It is the understanding of the parties that to further the public interest served by Lane COUNTY facilities, the provisions of this Agreement be strictly adhered to by LESSEE.

C. Premises: The COUNTY leases to the LESSEE the following premises known as the Lane Events Center Ice Center at the COUNTY Fairgrounds situated at the main COUNTY Fairgrounds address of 796 West 13th Avenue, Eugene, Oregon.

D. Access: Upon the execution of this lease agreement the COUNTY grants to the LESSEE, LESSEE's employees, agents and invitees access to and from the premises by and through the fairgrounds entrances and drives and/or adjoining property including and not limited to fairgrounds parking areas as designated by COUNTY.

AGREEMENT

ARTICLE I.

INCORPORATION OF EXHIBITS; DEFINITIONS

- 1.1 Incorporation of Exhibits.** This Agreement contains the following exhibits, which by this reference are incorporated as if fully set forth herein:

Exhibit A - The leased premises comprise those portions of the Ice Center located at the Lane COUNTY Fairgrounds that are labeled on the diagram (attached as Exhibit A) as the Ticket Booth, the Lobby, the Snack Bar (located near the Lobby and Pro Shop area), the Pro Shop, the room to the west of the entry foyer, the foyer, all locker rooms, the referee rooms, the skate rental area, and the skate sharpening and repair area. In addition, the leased premises include the second floor of the Ice Center and all other spaces not specifically excluded here or elsewhere in this Agreement.

- 1.2 Definitions.** The following words, when capitalized herein, will have the meanings shown below.

Concessions: means the concession stand area which is adjacent to the North West side of the ice center main lobby and is marked as such.

Ice Center: means the ice skating rink, locker rooms, and all related ice skating facilities and open areas located within the Ice Center building at the Lane COUNTY Fairgrounds.

Ice Center Liaison: means the COUNTY employee responsible for, among other things, the coordination, interaction, scheduling and maintenance and repair responsibilities of the Ice Center.

Pro Shop: the general function of the shop area of the ice center that contains the welcome counter, sports equipment and merchandise and the snack bar area.

Skates and Supplies: means the rental ice skates and their accessories and the skate sharpening machine and its accessories, the broom ball equipment and accessories, and related equipment or supplies such as nets, skate and equipment repair parts and related parts currently owned by the COUNTY at the Ice Center.

General Supplies: means the cabinets, lockers, benches and other furnishings, equipment and supplies existing and needed to operate the Ice Center.

Ice Resurfacing Machines: means the Olympia brand ice resurfacing machines, two (2) each that are required for ice maintenance and resurfacing as well as the ice edging machine, currently owned by the COUNTY at the Ice Center.

ARTICLE II.

LEASE

2.1 Lease. Subject to the terms and conditions set forth herein, LANE COUNTY grants to LESSEE the right and privilege to use the leased premises as described in Section 1.1 above, as provided herein.

2.2 Purpose of Use. To provide skate rental, skate sharpening, a pro shop, a snack bar, ice scheduling, fee collections, development of ice skating or ice sports programs including on-ice and off-ice activities, general conditioning or sport related work outs with or without equipment, ice surface maintenance, minor cleaning, and related activities within the ice center to provide for ice skating/sports activities and other mutually agreed upon services to patrons of the Ice Center. LESSEE is prohibited from using the Ice Center or any other portion of Lane COUNTY Fairgrounds for any business activity not described in this subsection without COUNTY's prior written consent, (which will not be unreasonably withheld). Further, any and all "ice scheduling" arrangements that involve "sublease" agreements including but not limited to historical user groups such as OREGON DUCKS HOCKEY, L.A.H.A., I.C.H.L. ETC. must be mutually agreed upon by both "COUNTY" and "LESSEE".

2.3 Condition of Ice Center. LANE COUNTY makes no representation concerning the condition or suitability of the Ice Center for LESSEE'S intended use and will make no special preparations or alterations to any facilities for LESSEE'S use hereunder. LESSEE is responsible for investigating the condition and fitness of all facilities for its activities. LESSEE will be allowed to make minor alterations to the ice center that improve service or allow for ease of business conduct, only after receipt of approval from the COUNTY.

2.4 Maintenance of the Building. The COUNTY shall retain landlord responsibilities for the building structure (envelop) including roof per general landlord responsibilities. All repairs, except those stipulated below, which are the responsibility of the COUNTY, shall be made by the LESSEE after receiving approval from COUNTY at LESSEE's own expense. If the COUNTY pays the expenses of the LESSEE or any part thereof, such payment shall constitute Additional Rent, as hereinafter defined, and payable by LESSEE under this Agreement, due from the LESSEE to the COUNTY at the next rent day after any such payment. The COUNTY shall be responsible for making only the following repairs.

- 2.4.1 The roof over the premises
- 2.4.2 Structural repairs to exterior walls, structural columns and structural floors which collectively enclose the premises,
- 2.4.3 Heating, Ventilation and Air Conditioning systems, if, and to the extent installed by the COUNTY.
- 2.4.4 Sprinkler system also known as the fire sprinkler system or the automatic sprinkler system.
- 2.4.5 Plumbing and Sanitary sewer systems.
- 2.4.5 Parking Areas are held in common and would be maintained by the COUNTY.

- 2.4.6 Chillers, Compressors, pumps and related equipment used for the making of the ice surface in the ice center. This item includes the dehumidification system as it is an integral part of the ice surface making and maintaining system.
- 2.4.7 Ice Resurfacing Machines: major or catastrophic repairs would be maintained by the COUNTY with daily and routine maintenance and minor routine repairs by the LESSEE. (COUNTY and LESSEE must mutually agree upon the definition of "major", "catastrophic", "daily", "routine", and "minor routine" in advance of any repairs occurring) Examples of "routine" and "minor routine" include but are not limited to the following: **scheduled oil changes, filter changes, hydraulic system maintenance programs, blade changing, tire repair or replacement, etc. (Typically the aforementioned items are identified as consumables.)**

COUNTY will determine the necessity of said repairs and assess the financial viability of conducting said repairs prior to any action being taken pertaining to said repairs. Further, COUNTY and LESSEE must mutually agree upon all terms of any of the aforementioned repairs, should or if any repairs actually occur.

2.5 Service Agreements for Major Equipment. The COUNTY shall keep in force current Routine, Annual or Bi-Annual maintenance agreements currently serving the Ice Center including compressor maintenance, dehumidifier servicing and maintenance or other equipment attached to or made a part of the water chilling, ice making, or air dehumidification systems or as identified in Section 2.4. LESSEE will have the option of consulting with COUNTY prior to utilization of any of the contracts in question with the purpose of reviewing and/or changing contracts if it is ascertained by both parties that any change would result in improvement of services and be mutually beneficial to LESSEE and COUNTY. LESSEE shall reimburse COUNTY for all costs associated with the aforementioned items in this section.

2.6 LESSEE's Maintenance. By executing this Lease, LESSEE acknowledges that the premises are in good order and repair, unless otherwise indicated herein. LESSEE shall, at his own expense and at all times, maintain the premises in good and safe condition, including, unless otherwise specified herein, plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. LESSEE shall be responsible for all mutually agreed upon repairs required, excepting the roof, exterior walls, structural foundations, and major mechanical systems, compressors, chillers and dehumidifiers, subject to the obligations of the parties otherwise set forth in this Lease. COUNTY recognizes that the center of the three radiant heaters above the NE bleachers requires maintenance and/or repair and that there are several minor roof leaks above the alcove areas at the NE and the NW corners of the ice rink area and that the primary HVAC system that services the lobby, pro shop, skate rental room, concessions stand and former offices is in disrepair and is apparently not working. (LESSEE recognizes and agrees that the aforementioned "radiant heaters", "minor roof leaks", and the "HVAC system" described may or may not be repaired at the sole discretion of the COUNTY.)

2.7 Parking. During the term of this Lease, LESSEE shall have the **non-exclusive** use in common with COUNTY, other lessees, their guests and invitees, of the non-reserved common

automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by COUNTY. COUNTY reserves the right to designate parking areas within the immediate proximity of the building or in reasonable proximity thereto, for LESSEE and LESSEE's agents and employees. COUNTY acknowledges and grants use to the LESSEE of the ADA parking areas currently identified for use of the Ice Center and that these spaces will be available (subject to availability due to simultaneously occurring events) during usage of the premises by the LESSEE. (LESSEE understands and agrees that under no circumstances shall LESSEE engage in any repairs whatsoever without prior consultation with and approval from COUNTY.

ARTICLE III.

TERM

Unless this Agreement is terminated, as provided herein, the term of this Agreement commences on August 15, 2011 and ends on April 30, 2012. Upon mutual agreement of the parties, the Agreement term may be extended for a mutually agreed upon length upon direction from the Lane COUNTY Board of COUNTY Commissioners, subject to any revised terms and conditions the parties may negotiate.

ARTICLE IV.

RENTAL FEES AND SALE SKATES AND SUPPLIES AND ICE RESURFACING MACHINES

4.1 Facility Rental Fees. The LESSEE will guarantee to the COUNTY an annual rental fee consideration. The annual fee shall be for the rental of the Ice Center Facility as defined in Section 1.2 and contained within Exhibit A. The LESSEE is responsible for the collection of all ice rental fees for defined Prime Time and Off-Prime time ice. Prime time and Off-Prime time ice hourly rental fees will be set by the LESSEE. Prime-Time is defined as but is not limited to the hours of 5:00 pm to Closing Monday through Friday and from 9 am to closing on Saturdays and Sundays. The rental fee for the specified facilities described in Exhibit A is further described in Section 4.2.

4.2 Annual Rental Fee Structure. The Annual Rental Fee structure shall be set as follows unless:

Base Annual Fee*:	\$50,000 (Fifty Thousand Dollars). Rental amount <u>still to be determined</u> payable in (5) installments of \$10,000 each on <u>August 1, 2011, September 1, 2011, October 1, 2011, November 1, 2011, and December 1, 2011.</u> Base fee covers the eight and a half month (8.5) month period from August 15, 2011 to April 30, 2012.
Incremental Fee:	"Incremental Fee" is in addition to the aforementioned Base Annual Fee in the amount of 15% of the Ice Sales Revenue over the amount of \$350,000 over and above the "Base Annual Fee" outlined above.

Maintenance Fee: \$25,000 (Twenty Five Thousand Dollars). A base maintenance agreement fee to fund maintenance conducted by COUNTY shall be established. Said fee shall be "debited" as LESSEE incurs maintenance expense due to maintenance provided by COUNTY. COUNTY fairgrounds personnel shall be "contracted" to conduct appropriate maintenance work under this agreement as first choice for typical building infrastructure or electrical systems. Non-COUNTY personnel may be used should the COUNTY schedule not allow for use of COUNTY personnel and provided that approval from the COUNTY is obtained **prior** to the work being conducted.

*By executing this Lease Agreement with COUNTY, LESSEE acknowledges that LESSEE understands and agrees to intent of the financial agreement with COUNTY as follows: COUNTY shall attain a minimum of \$50,000 in "NET REVENUE". Notwithstanding the aforementioned "BASE ANNUAL FEE" and "INCREMENTAL FEE", should the result of any other portion of this agreement result in COUNTY not attaining a minimum of \$50,000 NET REVENUE after review of COUNTY financials as applied to said agreement, LESSEE will remit an amount equal to the "BALANCE DUE" as invoiced by COUNTY.

4.3 Payment, Late Payment Fees and Interest. Rental fees are payable in advance and are due on the first of the month of the month identified in Section 4.2. Payment will be made by check payable to Lane Events Center and delivered to the main office at 796 West 13th Avenue, Eugene, Oregon. LESSEE acknowledges that the COUNTY will incur additional administrative costs if LESSEE is late in paying the monthly rental fees. LESSEE agrees to pay a late payment fee of five hundred dollars (\$500.00) if any invoiced amount remains unpaid on the tenth (10th) day after the due date. In addition, all overdue amounts will accrue interest at the rate of one percent 1% per month from the due date until the date on which paid. Should late payment (s) exceed 60 days in length, this agreement will be subject to termination at the sole discretion of COUNTY.

4.4 Cost of Operations. With the exception of incidental expenses the LESSEE must pay, at its own expense, costs of operating and exercising its rights and privileges granted under this Agreement. Internet, Phone, and Cable fees will be paid for by the LESSEE.

4.5 Utilities. The LESSEE, in cooperation and coordination with the COUNTY, will be responsible for payment of all Utility expenses associated with Electricity, Natural Gas, Water and Sanitary Sewer. LESSEE may adjust the off season time based on usage and maintenance needs. The COUNTY will maintain the utility accounts in its name (unless LESSEE AND COUNTY mutually agree to have LESSEE directly invoiced for same). The LESSEE and COUNTY will establish a methodology to identify and separate the utility expenses for the Ice Center from other venues and operations on or under the control of the COUNTY. At times

during the off season the COUNTY may need to access and utilize the utilities originated in or identified as part of the Ice Center for non-Ice Center needs such as Fairs and Exhibitions. The COUNTY will work with the LESSEE to insure an equitable sharing of expenses. Off-season defined as the period of time between May 1st and August 15th of each year.

4.6 Janitorial Duties. LESSEE shall conduct general janitorial duties within the areas described in Section 1.1 and Exhibit A. Cleaning supplies and tools will be supplied by COUNTY and maintained in the janitorial closet by the men's restroom by the COUNTY.

4.7 Sale of Skates and Supplies. LESSEE may buy Skates and Supplies from the COUNTY for \$1.00. LESSEE understands and agrees at such time after the expiration of this lease the COUNTY will purchase the skates and supplies from the LESSEE for the same \$1.00. Skates and Supplies are as identified in Section 1.2.

4.8 Sale of Ice Resurfacing Machines. LESSEE shall buy the two (2) Olympia Ice Resurfacing machines for the sum of \$1.00 each. At such time after the expiration of this lease LESSEE understands and agrees that the COUNTY will purchase the two (2) Olympia ice Resurfacing machines from the LESSEE for the same \$1.00. Ice Resurfacing Machines are as identified in Section 1.2.

4.9 LESSEE's Examination and Acceptance of the Premises. LESSEE acknowledges that LESSEE has examined the premises and LESSEE's acceptance of this agreement is conclusive evidence that said leased premises are in good and satisfactory order and repair unless otherwise specified herein; and LESSEE agrees that no representations as to the condition of the premises have been made and that no agreement has been made to redecorate, repair or improve the premises unless hereinafter set forth specifically in writing, COUNTY will deliver the leased premises and all common areas in a habitable condition, pursuant to applicable state law. LESSEE takes premises in its AS-IS condition. LESSEE agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of LESSEE, LESSEE's employees or LESSEE's invitees, licensees, and/or guests. If such damages are incurred, LESSEE is required to pay for any resulting repairs at the same time and in addition to the next rent payment, with consequences for nonpayment identical to those for nonpayment of rent described herein.

ARTICLE V. LESSEE'S USE OF ICE CENTER

5.1 General. LESSEE is subject to compliance with the policies and rules established by the COUNTY for the Ice Center.

5.2 Damage Reporting. LESSEE shall immediately notify the COUNTY's Ice Center Liaison of any damage to equipment or to the facilities at the Ice Center that necessitates replacement or repair as a result of deterioration, accident or misuse.

5.3 Food and Beverages. LESSEE agrees to suspend sales of any food and beverage items within its specified rental area at any time Concessions are being operated by the

COUNTY's concessionaire/caterer (currently, Big Green Events). LESSEE shall periodically communicate with Big Green Events, or successor concessionaire/caterer, to establish a protocol for sale of any food and beverage items and to ensure or enhance one another's business as appropriate.

COUNTY agrees to remit to LESSEE 50% of concession/catering revenue received by COUNTY as a result of Big Green Events concession operations at the Ice Center.

5.4 Use of COUNTY Names and Marks. LESSEE shall not use the COUNTY's trademarks or other proprietary property in any graphic, written or pictorial advertising material without the COUNTY's review and express written permission prior to such use by the COUNTY's Lane Events Center Manager.

5.4.1 COUNTY Branding is identified as Lane County, Lane Events Center, At The Fair, and Lane County Fairgrounds.

5.5 Courteous Conduct. LESSEE and its employees and agents shall conduct themselves in a professional, courteous manner at all times and shall act in accordance with all rules promulgated by the COUNTY.

5.6 LEASEE's Liability for Damages. LESSEE is liable for damages caused by LESSEE, its employees, agents or contractors. The COUNTY will invoice LESSEE for the amount of damages. LESSEE agrees to reimburse the COUNTY no later than thirty (30) days after receipt of the invoice.

5.7 Employees. Upon objection of the COUNTY concerning the conduct or demeanor of LESSEE'S employees or agents, LESSEE shall immediately take all steps necessary to cure the cause of the objection, which may include, if necessary, dismissing such employees or agents.

5.8 Waiver of Liability. LESSEE shall ensure that all Skates and Supplies users execute a waiver of liability against the COUNTY for any injury or loss occurring at the Ice Center during any activity arising out of or in connection with this Agreement.

5.9 Compliance with Laws, Rules and Regulations. LESSEE and employees, agent and contractors shall at all times strictly comply with all applicable federal, state and local laws, ordinances, rules and regulations.

5.10 COUNTY Rules and Regulations. LESSEE acknowledges that the laws, rules and regulations applicable to LESSEE and its employees, agents and contractors include, but are not limited to the rules and regulations of the COUNTY. The COUNTY reserves the right to adopt additional rules and regulations and amend existing and future rules and regulations that govern the activities and facilities at the Ice Center used by LESSEE. LESSEE agrees to observe, obey and abide by all such rules and regulations currently existing or later adopted or amended. Any action or failure to act by LESSEE or by any employee, agent or contractor of LESSEE that is in violation of such rules and regulations constitutes a violation of this Agreement.

5.11 Additional Provisions. COUNTY grants LESSEE the "Right of First Refusal" on any additional space made available for lease if space is connected to or could be used to the benefit of the ice center. LESSEE shall provide a "Letter of Intent To Lease" additional space within 15-days of notice from COUNTY.

ARTICLE VI.

EVENTS OF DEFAULT; CURE

6.1 Violation of Covenants. LESSEE's failure to cure any violation, or breach of any term, condition or provision of this Agreement or of any Ice Center rule or regulation within thirty (30) days after the COUNTY sends LESSEE written notice of the breach, specifying the nature of the breach and demanding a cure constitutes a default under this Agreement.

6.2 Subsequent Failure to Comply. If LESSEE cures a breach or violation in the manner described in Subsection 6.1 above, LESSEE's subsequent failure to comply with the same term or condition constitutes a default without requirement of notice or opportunity to cure.

6.3 Suspension of LESSEE's Right to Use Ice Center. In the event of default by LESSEE in any obligation under this Agreement, in addition to any other remedy the COUNTY may have under this Agreement or at law, the COUNTY may immediately suspend any or all of LESSEE'S rights and privileges granted under this Agreement, including but not limited to, the right to use the ice skating rink or locker rooms. COUNTY may continue the suspension until LESSEE cures the default and provides reasonable assurance against recurrence of the default.

ARTICLE VII.

LESSEE's INDEMNIFICATION AND INSURANCE OBLIGATIONS

7.1 Indemnification by LESSEE. LESSEE shall indemnify and hold the COUNTY, its officers, agents, COUNTY COMMISSIONERS, LANE COUNTY FAIR BOARD MEMBERS, LANE EVENTS CENTER STAFF, and employees, harmless from and against all claims, actions, liabilities, costs, including attorney fees and other costs of defense, arising out of or in any way related to LESSEE'S failure to strictly comply with any provision of this Agreement or any other wrongful act by LESSEE, its employees or agents. In the event any such action or claim is brought against the COUNTY, LESSEE shall defend the same at LESSEE'S sole cost and expense, promptly satisfy any judgment adverse to the COUNTY or to the COUNTY and LESSEE jointly, and reimburse the COUNTY for any loss, cost, damage or expense, including attorney fees, suffered or incurred by the COUNTY.

7.2 Insurance. LESSEE shall maintain in force for the duration of this Agreement

the insurance coverage specified below. Each policy required by these provisions must be written as a primary policy, not contributing with or in excess of any coverage which the COUNTY may carry. A COPY OF EACH POLICY OR A CERTIFICATE SATISFACTORY TO COUNTY MUST BE DELIVERED TO THE COUNTY PRIOR TO COMMENCEMENT OF THIS AGREEMENT. Unless otherwise specified, each policy must be written on an "occurrence" form with an admitted insurance carrier licensed to do business in the state of Oregon and must contain an endorsement entitling the COUNTY to a minimum of 30 days prior written notice of any material change, non-renewal or cancellation. The adequacy of all insurance required by these provisions is subject to approval by the COUNTY's Risk Manager. Notwithstanding the general provisions concerning the COUNTY's remedies for default by LESSEE, failure to maintain any insurance coverage required by this Agreement is cause for immediate termination of this Agreement by the COUNTY without notice or opportunity for cure.

7.2.1 General Liability. LESSEE shall maintain a broad form commercial general liability insurance policy that includes coverage for injury resulting from its operations, specifically use of the Pro Shop sharpening machine and LESSEE'S purchase skate time, ICE MAINTENANCE RELATED INJURIES RESULTING From Olympia usage, or the intentional misconduct of its employees, agents or contractors and with coverage of not less than \$500,000 combined single limit per occurrence, with an aggregate of \$1 million for bodily injury, personal injury or property damage. Such policy must contain a contractual liability endorsement to cover LESSEE, an endorsement for employer's liability if LESSEE has employees and for LESSEE'S indemnification obligations under this Agreement. The policy shall also contain an endorsement naming the COUNTY as an additional insured, in a form satisfactory to the COUNTY, expressly providing that the interest of the COUNTY shall not be affected by LESSEE's breach of policy provisions.

7.2.2 Workers Compensation Insurance. If LESSEE will use employees in its activities under this Agreement, LESSEE is a subject employer who shall comply with all workers compensation laws of the State of Oregon. LESSEE shall provide workers compensation insurance for all its employees and shall deliver a certificate of coverage to the COUNTY prior to the commencement of activities under this Agreement.

7.3 Waiver of Property Damage Subrogation. LESSEE hereby waives all rights of recovery against the COUNTY for any loss or damage, including consequential loss or damage caused by any peril enumerated in a standard fire insurance policy with endorsement for extended coverage, and in the event of an insured loss, LESSEE'S insurance company shall not have a subrogated claim against the COUNTY.

7.4 Force Majeure. The COUNTY is not liable to LESSEE if LESSEE is unable to use the Ice Center because of a flood, fire, other act of God, or other cause beyond the control of the COUNTY.

ARTICLE VIII. MISCELLANEOUS

8.1 Restriction on Assignment and Sublease. This Agreement is NON-ASSIGNABLE.

8.2. Non-waiver. Waiver by either party of strict performance of any provision of this Agreement does not waive or prejudice the party's right to require strict performance of the same provision in the future or of any other provision. No act or omission constitutes a waiver of this non-waiver clause.

8.3 Notices and Communication. Except as expressly provided in this Agreement, any notice required or permitted under this Agreement is deemed given when actually delivered or one day after deposited with postage prepaid in the United States mail as registered or certified mail, addressed as follows:

To the COUNTY:

Rick Reno
Lane Events Center
796 West 13th Avenue
Eugene, OR 97402
Phone: (541) 682-7338
FAX: (541) 682-3614

To LESSEE:

Ken Evans
Hockey Oregon, LLC.
P O Box 25624
Eugene OR 97402

or to such other address as may be specified from time to time by either of the parties in writing.

8.4 Governing Law; Jurisdiction; Venue. This Agreement is governed in all respects by the laws of the State of Oregon and is deemed to have been entered into in Lane County, Oregon. Jurisdiction of any dispute is in the Circuit Courts of the State of Oregon, and venue is in Lane County, Oregon. Interpretation of this Agreement, including questions of choice of law, is governed by the laws of the State of Oregon.

8.5 Entire Agreement. This Agreement contains the entire agreement between the parties concerning the subjects of this Agreement and supersedes all prior agreements, oral and written. This Agreement may be modified only in writing, signed by the parties.

8.6 No Third-Party Beneficiaries. This Agreement is solely between LESSEE and the COUNTY. Nothing in this Agreement benefits or is intended to be construed to benefit any third parties, including but not limited to any Invitee.

8.7 Survival. Any obligation of a party that accrues or arises during the term of this Agreement survives termination of this Agreement until satisfied by payment or performance.

8.8 COUNTY's Default. LESSEE hereby agrees, in the event of any default by COUNTY, LESSEE shall, before exercising any rights that LESSEE may have at law, to cancel this agreement, first send notice by registered or certified mail, or hand delivery, to COUNTY, and shall have offered COUNTY thirty (3) days in which to correct and cure the default or commence a good faith effort to cure such default.

8.9 Condemnation. If any legally, constituted authority condemns the premises or such part thereof which shall make the premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and COUNTY and LESSEE shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

8.10 Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting LESSEE's use of the premise, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent shall be apportioned as of the termination date, and any rent paid for and period beyond that date shall be repaid to LESSEE. LESSEE shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but LESSEE may file a claim for any taking of fixtures and improvements owned by LESSEE, and for moving expenses

8.11 Assignment of Agreement or Subletting. LESSEE shall have the right, with COUNTY consent, to assign this Lease to a corporation with which LESSEE may merge or consolidate, to any subsidiary of LESSEE, or to any corporation under common control with LESSEE.

No assignment or transfer of this Lease by LESSEE consented to by COUNTY shall be effective, unless the assignee or transferee shall, at the time of such assignment or transfer, assume all the terms, covenants and conditions of this Lease thereafter to be performed by LESSEE and shall agree to be bound thereby. Notwithstanding such assignment or transfer or the acceptance by COUNTY from such assignee of any rent or other monies or other performance of the obligations of LESSEE hereunder, LESSEE shall remain liable and obligated as a principal (and not as a surety or guarantor) to perform all the terms, conditions and covenants, including the payment of rent and other monies, herein provided to be performed by LESSEE

CERTIFICATION OF SIGNATORY: If LESSEE is other than one or more individuals who have signed below, each individual signing on behalf of LESSEE hereby certifies and swears under penalty of perjury and warrants to the COUNTY that: (a) the full legal name and status of LESSEE are as set forth in the caption to this document; (b) s/he is authorized to execute and deliver this document to the COUNTY on behalf of and as the act of LESSEE; and

(c) the execution and delivery of this document by LESSEE are within LESSEE'S power and authority and will not constitute a violation or breach of any law, judgment or agreement to which LESSEE is subject, to which LESSEE is a party or by which LESSEE is otherwise bound.

8.12 Alterations and Repairs by LESSEE. LESSEE shall not, without first obtaining the written consent of COUNTY, make any alteration(s), addition(s), or improvement(s), in, to or about the premises.

During the Lease term, LESSEE shall make, at LESSEE's expense, following COUNTY's written consent, all general repairs to the premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the premises damaged or worn through normal occupancy, except for major mechanical systems, compressors, ice resurfacers or the roof, subject to the obligations of the parties otherwise set forth in this Lease. Notwithstanding any of the above, any and all repairs, modifications, alterations, etc. shall only occur with the written permission of COUNTY and all work related to said repairs, modifications, and alterations shall meet COUNTY standards as determined in the sole discretion of appropriate COUNTY personnel.

Unless authorized by law, LESSEE will not, without COUNTY's prior written consent, alter, re-key or install any locks to the premises or install or alter any fire or burglar alarm system. Except as provided by law or as authorized by the prior written consent of COUNTY, such consent shall not be unreasonably withheld

LESSEE, at LESSEE's expense, shall have the right following COUNTY's written consent, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the premises from time to time as LESSEE may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. LESSEE shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by LESSEE at the commencement of the Lease term or placed or installed on the premises by LESSEE thereafter, shall remain LESSEE's property free and clear of any claim by COUNTY. LESSEE shall have the right to remove the same at any time during the term of this Lease provided removal of such improvement(s) will not cause material injury to the premises. All improvements made by LESSEE to the Premises which are so attached to the Premises that they cannot be removed without material injury to the Premises, shall become the property of COUNTY upon installation. Not later than the last day of the Term, LESSEE shall, at LESSEE's expense, remove all of LESSEE's personal property and those improvements made by LESSEE which have not become the property of COUNTY, including trade fixtures, cabinetwork, movable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of such property and improvements; and surrender the Premises in as good condition as they were at the beginning of the Term, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by LESSEE or LESSEE's agents, employees, visitors, or licensees, excepted.

In any event, all property of LESSEE remaining on the premises after the last day of the Term of this lease shall be conclusively deemed abandoned and may be removed by COUNTY, and LESSEE shall reimburse COUNTY for the cost of such removal.

Hockey Oregon, LLC

By: Ken Evans, President

Date

Lane County

By: Rick Reno, Manager, Lane Events Center

Date



