



**TEMPORARY USE AGREEMENT
CITY-OWNED PROPERTY**

Name of Organization: Ghost Pirate Igloo, LLC
Street Address of Organization: 620 Stiles Avenue, Savannah, GA 31410
Name of Representative: Bob Ohrablo
Phone Number: 1-954-1428
Email Address: bob@ghostpirateshockey.com
Premises of Use: The sports floor/ice rink area, locker rooms, one concessions area (TBD), the Day Room, Exhibit Hall, and a portion of storage area in the southwestern portion of the MLK Arena of the Savannah Civic Center as designated by staff.

Ghost Pirate Igloo, LLC (GHOST PIRATES) is owner of the Savannah Ghost Pirates Hockey Team; a member of the East Coast Hockey League and home team at the new Savannah EnMarket Arena. GHOST PIRATES has requested, and City hereby grants pursuant to the terms and conditions specified herein, the temporary use of the sports floor/ice rink, locker rooms, one concession area, Exhibit Hall, the Day Room, and some storage space at the MLK Arena of the Savannah Civic Center located at 301 W. Oglethorpe Avenue, Savannah, GA (further referenced by the Chatham County Board of Assessors as Parcel Identification Number 20030 07004); collectively the "Premises."

Terms and conditions follow:

1. The intended use of the Premises described above is limited to the following:
 - a. Ghost Pirate Hockey Team Practice and Support Facility. GHOST PIRATES will operate and maintain a suitable ice floor at the MLK Arena to facilitate practice of the Savannah Ghost Pirates Professional Hockey Team and other ice and roller skating activities as referenced below. GHOST PIRATES may use the City-owned Zamboni ice resurfacing equipment at the Premises to prepare and finish the ice surface for the intended use.
 - i. Youth Ice and Roller Hockey Leagues. GHOST PIRATES will provide seasonal access to the ice rink at the MLK Arena to establish, promote, and facilitate recreational youth hockey leagues in Savannah.

- ii. Public Ice Skating. GHOST PIRATES will provide and facilitate public ice skating at a mutually agreeable time schedule and pricing schedule during term of occupancy. GHOST PIRATES may use City inventory of skates for use by the public.
 - iii. Christmas and Spring Break and Other Special Childrens Programs. GHOST PIRATES will provide and facilitate public ice activities for school-age children on various holiday periods at a mutually agreeable time schedule and pricing schedule.
 - b. GHOST PIRATES may temporarily use Day Room and storage areas designated by staff for general office uses, storage, training, and related support activities.
 - c. GHOST PIRATES will not allow the consumption or sale/dispensing of alcohol on the Premises of Use unless that alcohol consumption and/or sale/dispensing is properly licensed from the State of Georgia and the City of Savannah.
 - d. GHOST PIRATES may not lease, sublet, or assign this right of temporary use to others, but may license event-based use of the ice rink at the MLK Arena to leagues, players, and the public as previously specified.
 - e. GHOST PIRATES may only host, license, or ticket a skating (ice or roller) related event.
 - f. The City of Savannah reserves the right to make the Premises available for its own uses or available to others for use during the Term so long as such a use does not conflict with or adversely impact a previously scheduled GHOST PIRATES use or event.
 - g. GHOST PIRATES may engage in the commercial sale of Ghost Pirate merchandise and may manage/sell concessions (food and beverage) at recreation and public use events at the ice rink at the MLK Arena; subject to compliance with all federal, state, and local laws and ordinances governing such concession operations.
- 2. Term of Use.
 - a. The term of use shall be for a period of thirty days commencing on October 1, 2022.
 - b. Renewal. The term of use will automatically renew in thirty-day increments thereafter unless terminated sooner by either party with 30-days notice of termination or in the event of revocation of use by the City.
 - c. Notwithstanding the foregoing, the term of use will terminate and not extend beyond May 31, 2023.
- 3. Rental Rate.
 - a. GHOST PIRATES shall pay to the City a base monthly rental rate of \$6,000.00 for each month it occupies the Premises;
 - b. In addition, within 30 days of City receipt of the monthly electric bill from Georgia Power Company, GHOST PIRATES shall reimburse City for 65% of that monthly electric bill incurred at the Civic Center for each month it occupies the Premises;
- 4. Condition/Care of the Property:
 - a. This is an As Is – Where Is temporary use agreement. GHOST PIRATES accepts the Premises in As Is condition and will perform, at its sole cost and expense, any repairs, replacements, or modifications needed to facilitate the intended uses

described herein, subject to City review and approval; said approval to be in City's sole discretion.

- b. City is not obligated to make any repairs, replacements, or modifications to any of the Premises.
- c. GHOST PIRATES agrees to care for and maintain the Premises and cause no damage or harm to the Premises.
 - i. Upon completion of use, the Premises shall be left clean and orderly and in substantially the same or better condition than prior to use commencement.
 - ii. All trash accumulated during use must be promptly removed from the Premises.
 - iii. Any damage resulting to the Premises from the activities of the GHOST PIRATES shall be the sole responsibility of GHOST PIRATES to repair/cure.
 - iv. Any costs incurred by the City to restore and/or repair the Premises will be the responsibility of GHOST PIRATES and will be reimbursed to the City.
 - v. GHOST PIRATES shall perform janitorial services of the bathrooms and operate the concessions areas in a manner that is clean, sanitary, healthy, and compliant with any Chatham County Department of Health standards and requirements.

5. Responsibilities of Parties:

- a. GHOST PIRATES shall be solely responsible for payment of rent and reimbursement of 65% of utility costs at Civic Center for use of the Premises, and shall incur all expenses associated with its operations.
- b. Both parties acknowledge that the Premises are old and at the end of their functional lives. Thus, if a major facility component fails, such as the roof, ice chiller, ice floor coils, air conditioning/heating system and components, bathrooms /plumbing fixtures, and other facility component(s) and it is not feasible or practical to repair or replace such failed component in City's sole discretion, then either party may terminate this agreement and GHOST PIRATES shall be entitled to a refund of any rent paid that would be lost due to such a termination.

6. Public Safety and Indemnity:

- a. GHOST PIRATES agrees to indemnify and hold harmless the City of Savannah against any and all damages, losses, or injury to persons or property and will assume all liability arising out of any person or group's actions and use of the Property.

7. General Conditions:

- a. The City assumes no responsibility whatsoever for any personal property placed at or near the Property by GHOST PIRATES.
- b. Any violation of this agreement shall permit the City to cause the removal of any person or group from the premises of the site.

In witness whereof, the City and GHOST PIRATES have executed this agreement on the dates set forth beside their signatures. The GHOST PIRATES hereby indemnifies, releases and agrees to hold harmless and defend the City, its officials and employees, from any and all damages, injuries,

or losses or claims for damages, injuries or losses by GHOST PIRATES or GHOST PIRATES's agents, guests or invitees, or any person or persons in connection with or resulting from the use of the requested property.

City of Savannah:

Joseph A. Melder

(printed name)

Joseph A. Melder

(signature)

September 26, 2022

(date)

GHOST PIRATES:

Bob Aballo

(printed name)

Bob Aballo

(signature)

8/25/2022

(date)

(name of Organization, if applicable)