

ICE/FACILITY RENTAL AGREEMENT

Agreement made between the Municipality of West Nipissing and:

Name of Applicant/Organization/Individual:		Contract #:	
Represented by (if applicable):		Purpose of Rental: <input type="checkbox"/> Block Rental (see attached schedule) <input type="checkbox"/> One Time Rental	
Address:			
Arena: <input type="checkbox"/> VERNER <input type="checkbox"/> STURGEON FALLS <input type="checkbox"/> BOTH		Date and time of ice rental:	
Phone #		Email:	

INDEMNIFICATION:

The Lessee covenants to save harmless and keep indemnified the Municipality of West Nipissing its servants and agents, against any legal liability for losses, damages, claims, actions, demands, suits and costs arising directly or indirectly out of this rental agreement and further agrees to abide by the terms and conditions set out herein.

TERMS AND CONDITIONS:

The Lessor agrees to allow the Lessee the right to use the Arena under the following conditions:

1. No person under the age of 18 shall be the signing authority of this agreement. The individuals who use the facility will conduct their behavior in a positive fashion and be under the immediate supervision and control of the individual who undertakes the responsibility to rent the ice surface.
2. The Lessee will pay the full balance of the ice surface rental fee or any monies due to the Municipality of West Nipissing as outlined herein. Block Rental will be invoiced monthly. One Time Rental must pay prior to rental.
3. Rental time is the actual time booked for the ice surface. Ice time is based on a 50 minutes hour with the final 10 minutes of booked ice being dedicated for resurfacing the ice.
4. The Lessee may have use of the following: ice surface, score clock, assigned dressing rooms and officials' rooms (for scheduled league games).
5. Should the Lessor require the ice surface or building on any particular date booked by the Lessee for a specific attraction that could prove to profit the Lessor, the Director of Community Services or designate has the right to cancel the Lessee ice time, providing the Lessee is notified in writing of such cancellation no later than one week before the date required by the Lessor.
6. The municipality requires 30 days written notice for all ice cancellations (except tournaments and special events – see below #7). A completed ice/facility cancellation form must be submitted for all ice cancellations. Ice reserved within 30 of the rental date must be paid in full and no refund will be issued if the ice is cancelled/unused (except due to inclement weather). If the said ice time cannot be resold by the Lessor it will be the responsibility of the

Lessee. Cancellations will be accepted without cost if due to inclement weather.

7. The Municipality requires 60 calendar days written notice for cancellation of tournaments and special events to the Director of Community Services or designate in order to receive a full refund. A completed ice/facility cancellation form must be submitted for all ice cancellations. If a contract is cancelled or changed after the 60 day deadline, no refund will be issued unless the ice/facility is rented to other user groups/individuals. If the said ice time cannot be resold by the Lessor it will be the responsibility of the Lessee. Cancellations will be accepted if due to inclement weather.
8. Any damages done to the facility by the Lessee shall be charged against the Lessee. It will be up to the Lessee to gain restitution from visiting clubs/organizations.
9. All teams will vacate dressing rooms within 30 minutes after rental. If rooms are not vacated by 30 minutes additional charges may be applied.
10. Youth groups using dressing rooms must be accompanied by a responsible adult.
11. The facility and its grounds are considered a smoke free building/property (except in designated areas). Any person or team that contravenes will be liable to lose their contract(s).
12. Alcohol is not permitted on the premises unless a liquor license is obtained. Any person or team that contravenes will be liable to lose their contract(s).
13. The Lessee is responsible to ensure underage drinking does not occur in the dressing room. If it is determined that minors are drinking, the Lessee will lose the privilege of having bar service and could also lose their contract(s).
14. The Lessee shall keep off the ice during the scraping and flooding thereof, and shall not go on to the ice until the resurfacing unit is completely off the ice and the ice resurfacer door is closed. If this procedure is not followed, the Facility Operator will be instructed to discontinue flooding or shoveling snow and leave the ice as is until everyone has cleared the ice surface.
15. No one is allowed on the ice surface wearing regular footwear (shoes, boot, etc.) unless wearing a CSA approved helmet.
16. The Lessee must maintain proper crowd control when they are using the facility for games or activities involving large numbers of people. In the opinion of the Management of the facility this is not being carried out, the Lessor will hire people to police the event at the Lessee's expense.
17. It is the responsibility of the groups/individuals using the dressing rooms to ensure the rooms are locked to safeguard personal belongings/equipment. User groups/individuals are to supply their own locks. Please lock your room. The Lessor will not be responsible for stolen items.
18. The Lessee of the ice surface is advised that Local Community General Liability Insurance coverage is provided to the Lessee and the cost of this coverage is included in the rental fee and is not available to regular groups, league, associations, clubs, etc. as per the ice allocation policy.

19. Liability insurance is mandatory for all regular ice user groups. Regular ice user groups are defined as groups renting ice on a regular basis (through contract). This includes leagues, associations, school boards, skating clubs, organized pick-up hockey groups, Jr. A hockey clubs, etc. As a regular user of a facility owned and/or operated by the Corporation of the Municipality of West Nipissing, you are required in advance, to provide a certificate of insurance confirming Commercial General Liability Insurance for a limit of at least \$2 million per occurrence. The Corporation of the Municipality of West Nipissing is to be named as an "Additional Insured". If the required certificate cannot be obtained, insurance can be purchased through a 3rd party insurance company/broker or through the Municipality's present insurer.
20. The Municipality of West Nipissing strongly recommend that CSA approved safety equipment including head, eye/facial protection be worn by all participants. The user shall advise their participants to wear such protection. The user shall have available an adequate first aid kit.
21. At any time the facility staff feels that an unsafe ice condition may exist, the Lessee may be asked to leave the ice surface until the ice surface is deemed safe. If this occurs and the permit must be forfeited, a refund will be given.
22. The Lessee must request in writing to the Director of Community Services or designate, the permission to allow vendors to sell goods or services in the facility during tournaments or events. (i.e. food/concession, apparel, photography, retail, etc.).
23. Patrons entering these premises voluntarily assume all risks and dangers incidental to any and all events.
24. Any participant injured or in need of medical attention is require to report the incident to the Facility Operator on duty at the time of the incident.
25. All details pertaining to ice booking are to be between the Lessor and the Lessee. No trading or rebooking shall take place between users.
26. Rental dates, times and costs are outlined on the Ice Allocation report which is a part of this agreement.

I _____, have read the conditions set out above and herby accept the same on behalf of self or of _____ the said group, association, club or team. I acknowledge and agree that the breach of any said conditions may result in the termination of the agreement at the discretion of the Director of Community Services or designate.

Applicant:	Date:
Municipality of West Nipissing:	Date:

The Municipality of West Nipissing, Community Services Department hereby grants the _____ represented by _____, permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

- (1) Contract ice is from _____ to _____.
- (2) All bookings pertaining to this agreement are at the _____ Arena and are as follows;
- (3) Ice will not be available on the following dates;
- (4) The rental rate is set at \$_____ per hour (HST included)

The undersigned has read and on behalf of the _____ agrees to be bound by this Permit/ License and the Terms and Conditions and attached hereto, and hereby warrants and represents that he/she executes this Permit/ License on behalf of the Licensee and has sufficient power, authority and capacity to bind the Licensee with his/her signature.

Print Name:	
Signature:	Date:

FOR OFFICE USE ONLY:		
Approved by:	Print name:	
	Signature:	Date: