



Owen Sound

**COMMUNITY SERVICES DEPARTMENT
808 2ND AVENUE EAST, OWEN SOUND, ON N4K 2H4
(519) 376-1440 (519) 376-6028) Fax**

ICE RENTALS TERMS AND CONDITIONS OF AGREEMENT

1. All ice booked consists of a **50 MINUTE HOUR** with the remaining 10 minutes for resurfacing where applicable.
2. The Facility Centre Manager or other City employee designated by the City shall, at all times, be in charge of the facility and the Licensee shall ensure that the instructions of that City employee are followed.
3. With the potential hazard during the Ice Resurfacing operation, the Licensee acknowledges and will ensure that under no circumstances is anyone to be on the ice during ice resurfacing. All doors to ice surface will be kept closed until all re-surfacing work has been completed.
4. All details pertaining to ice bookings are to be between the City and the Licensee. **NO** trading or rebooking between Licensees is allowed.
5. This agreement shall not be transferable without the prior written consent of the City, and any assignment thereof without the prior written consent of the City shall result in this agreement and the related Licence Contract being cancelled.
6. The City reserves the right to preempt ice time booked by the Licensee for special events ie concerts, tournaments, Junior 'A' & Junior 'B' Hockey, Figure Skating Shows. Consideration shall be given towards the impact on the Licensee.
7. In consideration of the granting of a licence for the use of facility, the Licensee hereby releases the City from any and all claims for damages or losses of any kind relating to or arising from the use of the facility for which the Licensee is negligent.

The licensee further agrees to protect, hold harmless and indemnify the City and all its Council Members, employees, servants and agents against all losses, damages, claims, demands and actions arising directly or indirectly with the use of the facility for which the Licensee is negligent, and shall pay all costs, expenses connected with such claim for litigation.

The Licensee further agrees to assume full financial liability for any damage or

loss to the facilities, furniture and equipment when caused by negligent or abusive treatment arising from the Licensee's use of the facility.

8. It is mandatory that the following Licensees purchase and maintain in effect during the term of the ice rental/permit, personal liability insurance in the amount of \$2 million naming the City of Owen Sound as an additional insured.

Owen Sound Minor Hockey
Owen Sound Skating Club
Owen Sound Girl's Hockey

Owen Sound Ringette
Organized Recreation Leagues
Hockey Schools

The City reserves the right to require said insurance from any other Licensee.

9. The Licensees listed above must provide, at the time of booking, proof of coverage of this liability insurance in a form satisfactory to the City.
10. Ice time privileges **will** be revoked by the City for the following policy infractions:
 - Wilful damage
 - Illegal alcohol consumption/alcohol consumption in unauthorized areas
 - Abuse of staff
 - Use of drugs
 - Failure to manage or control spectators
 - Any other behavior considered by the City to constitute a public nuisance or a danger or threat to public safety.
11. The Licensee shall be responsible for paying for any and all damages to the arena or any equipment that may have occurred as a result of or during the booking. The City will deem what is accidental with input from the Licensee.
12. The Licensee warrants, agrees and acknowledges that N.S.F. cheques may result in automatic cancellation of ice times booked and that the current fee of the City for N.S.F. cheques will apply. At the discretion of the City, no further ice time is allowed for the Licensee until all outstanding accounts are paid to the City.
13. The Licensee hereby confirms that he/she is of legal age (18 years and over) to enter into this permit and has all required authority from the group/organization he/she represents to do so. The City may at its sole discretion require other parties to execute this agreement.
14. The Licensee shall solely be responsible to ensure that persons under 18 years of age wear appropriate protective gear during all ice rentals.
15. The City is not responsible for any lost or stolen articles occurring during the use by the Licensee of the facilities.

16. The Licensee acknowledges that failure to comply with any of the requirements of this agreement or deadlines listed in this agreement or the related permit will result in the cancellation of this agreement and the related agreement to lease.
17. The Licensee agrees and acknowledges that they shall be responsible for spectators attending their event, including admission, conduct and control. The level of security and supervision of spectator control deemed necessary shall be determined by the City and it will then be mandatory for the Licensee to provide the required security at their cost. The City reserves the right to evict any persons who do not comply.
18. The Licensee agrees and acknowledges that an additional fee will be charged for ice rentals that exceed their allocated time as outlined in the rental permit/contract based on the current hourly rate. This additional fee will be automatically added to the Licensee's permit/contract.
 - a) The Licensee agrees to vacate the dressing room **within 1 hour** of the end of the ice rental. Failure to comply will result in an additional fee of \$100 being automatically added to the Licensee's permit/contract.
 - b) The Facility Manager will strive to have the facility opened 30 minutes prior to the Licensee's ice rental and will attempt to provide dressing rooms 30 minutes prior to the ice rental. If available, at the request of the Licensee the facility may be opened more than 30 minutes prior to the ice rental at a cost of \$25/per hour.

PAYMENT:

Regular Ice Users:

19. Where a Licensee is under contract for ice rental the following payment schedule will apply:
 - a) Postdated cheques or cash is due at the beginning of the month as indicated on rental schedule unless otherwise agreed upon by both parties.
 - b) Licensee in default of their payments will be charged an interest penalty of 1 ½ % per month.

Irregular/Sporadic Ice Users:

- c) One-time or sporadic ice rental fees are payable at time of booking the ice.

The Licensee shall ensure it is up to date with and will comply with any other regulations of the City, Provincial or Federal Government applicable to the use of the Facility by the Licensee pursuant to this agreement.

CANCELLATIONS:

20. With the signing of this agreement, the Licensee agrees that all times listed in the agreement to lease, will be paid according to the payment schedule outlined, from the beginning of the ice season to the end of the ice season, with no right of cancellation except for:
- b) If the Licensee refuses to use the facilities due to unsuitable ice surface conditions provided and the Facility Centre's Manager or staff on duty is in agreement with this.
 - b) If the City cancels ice due to holidays, safety concerns, mechanical breakdowns or weather conditions.

If the City for any reason cancels this agreement, the Licensee has no claim or rights to any damages or reimbursement except for refund of fees where the City concludes at its sole discretion to do so.

BREACH OF AGREEMENT:

21. At the option of the City if the Licensee breaches any term of this permit, the City may cancel the ice rental permit of the Licensee but the Licensee shall still continue to be responsible for any outstanding obligations imposed on him/her by this agreement.