



Ice Rental Agreement Terms and Conditions

THIS AGREEMENT made as of the _____ day of _____, 2024.

BETWEEN: Town of Goderich
 57 West Street
 Goderich ON N7A 2K5

AND: _____

Ice Rental details including the following are outlined in Schedule "A" attached.

- Primary contact
- Ice time requested
- Purpose of rental
- Fee per hour

The following terms and conditions shall form a part of all contracts for ice time and shall constitute the terms of use for all renters of the ice. Renters agree to comply with the following terms at all times.

1. **Insurance and Indemnification** - all renters are required to provide a certificate of insurance evidencing general public liability and property damage coverage with limits of no less than two million dollars (\$2,000,000.00) and which names the Town of Goderich as an additional insured to the policy. This certificate of insurance must be submitted at least 2 weeks prior to the rental date. If the certificate of insurance is not submitted at least 2 weeks in advance of the rental date, the Recreation Facilities Supervisor or designate may cancel the ice allocation for that organization.

All renters hereby agree to hold harmless and fully indemnify the Town of Goderich; its successors and assigns, from and against all actions, claims and demands whatsoever which may

be brought against or made upon the Town and against all loss, liability, judgements, costs, or expenses which the Town may sustain, suffer or be put to:

- a) Resulting from or arising out of any breach, violation or non-performance of any covenant, condition, agreement or other obligation of the renter or those for whom the renter is responsible;
- b) Any damage to property and any injury to any person (including death), without limitation, in any way associated with their use of the facility, including but not limited to, use of the ice, playing of hockey and other activities in the facility.

All renters acknowledge that the activities they are taking part in within the facility are inherently dangerous and willingly assume those risks.

2. **Rental Hour** - rental of ice time for an hour rental is based on 50 minutes of ice time and 10 minutes for the flood which will be at the last of the hour booked. Ice users should be ready to go on the ice at the start time(s) indicated on their rental agreement. Where figure skating use results in additional ice repair, administration will impose a maintenance period on the figure skating group to ensure a safe ice surface and will reduce the ice time accordingly. For a 90 minute rental, the final 10 minutes will be allotted for a flood. All rentals must end at the scheduled time. Exceptions may be provided for playoff games that extend past this point due to injuries or overtime.
3. **Alcohol** - consumption of alcoholic beverages in the arena area including change rooms is strictly prohibited. A suspension of ice time or loss of ice time to the group may result if alcohol is consumed.
4. **Lost or Stolen Articles** - The Town of Goderich will not be responsible for lost or stolen articles, while on premises. Users are advised to take appropriate measures to protect valuables.
5. **Arena Safety**
 - All minor groups must have supervision by a coach, manager or designated adult whenever on the ice/floor or in the dressing room
 - All users must vacate the dressing room(s) 30 minutes following completion of rental
 - No food or drink (except water) allowed on the ice/floor surface
 - All exit doors and fire routes must be kept clear and accessible in the case of an emergency. The renter must have a full understanding and be aware of the fire plan and familiarize themselves with layout and exits for the property they are renting or using.
 - In respect for facility users with anaphylaxis, user groups are asked to not bring any products that contain nuts into the facility
 - The renter must ensure that no one shall be on the ice during the operation of the ice resurfacing machine and shall remain off the ice until the maintenance staff is off the ice and the gate is closed.

6. **Use of Storage/Equipment** – the Recreation Facilities Supervisor or designate must approve the use of time clocks, sound systems and storage areas. The current rental rate shall include the use of the assigned dressing room(s), score clock, P.A. equipment (if requested), two hockey nets and viewing area.
7. **Security and Off/On Ice Officials**- the renter agrees to be responsible for security and off/on ice officials.
8. **Damages** – if the facility/equipment is damaged by any act of the renter, or of the renter's guests, volunteers, or attendees, the renter shall be responsible for all damages and shall bear the financial responsibility of all costs associated with restoring the facility/equipment to its previous state in a manner satisfactory to the Town.

The renter assumes full responsibility for the acts and conduct of all persons in attendance at the facility or using the equipment while the renter is in possession of the facility/equipment. This indemnification shall survive the termination of the agreement.
9. **Smoking** – smoking and/or vaping is PROHIBITED on the entire property located at 190 Suncoast Drive East. The renter is responsible for their participants and spectators.
10. **Cameras and Cell Phones** – Users are prohibited from using cameras or any electronic device with a camera functions (ie. cell phones) while in locker, change rooms or shower areas, or any other area where other users would have a reasonable expectation of privacy. Facility users are asked to immediately report any concerns to staff related to others using camera cell phones within Town facilities.
11. **Equipment Required** – every user must wear skates on the ice and helmets are strongly recommended. If pucks or rings are in use, helmets must be worn. Anyone who is assisting on ice under the direction of the renter must wear a helmet and skates or ice cleats. Exceptions may apply if approved by the Recreation Facilities Supervisor or designate.
12. **Concessions**
 - (a) The Town of Goderich reserves exclusive rights for the purpose of selling all food and beverage products. Renters may not sell, serve, or allow the selling/serving of food, beverage, or refreshments of any kind on, or in our facilities without written approval of the Recreation Facilities Supervisor or designate
 - (b) Organizations wishing to operate concessions in relationship to fundraising, must submit a list outlining the event, and items to be sold. Written approval from the Recreation Facilities Supervisor or designate must be granted and menu approved before operating these types of concessions in our facilities
 - (c) Food handling procedures need to be reviewed with the Recreation Facilities Supervisor or designate. Any organization approved to operate concessions must comply with all applicable food handling, legislation, regulations, orders and directives

13. School Board Rentals

(a) High School Hockey/Ringette

- One designated convenor for high school hockey/ringette will be the point of contact for the high school hockey/ringette
- Any ice time required for games, tournaments, playoff games or other events outside school board time, shall be subject to the minor ice rate and allocated only at the discretion of the Town as per term of any Mutual Use Agreements set out prior to use

(b) School Bookings

- School bookings are to be administered on a first come, first serve basis
- School bookings are limited to the specific “in school” start and end times Monday to Friday

14. Payments and Cancellation

General Ice Renters

- (a) Ice/floor time rates and fees will be assessed at the current rates as established by the Town of Goderich
- (b) Payments must be made at the time of booking. Payments can be made in person at the Town of Goderich, 57 West Street Monday - Friday 8 am – 4 pm. Cash, debit or cheque. Cheques will also be accepted at the Goderich office at the Maitland Rec Centre. Make cheques payable to The Town of Goderich
Service fee of \$25 on all NSF cheques. After two NSF cheques, payment must be in the form cash, debit or certified cheque
- (c) Only at the discretion of the Town of Goderich will the arena remain open on a statutory holiday or negotiated holiday
- (d) Cancellation due to lack of registration/attendance or other change in circumstances will result in the following:
 - Cancellation with more than 7 days notice – full refund
 - Cancellation with between 7 days and 48 hours notice – 75% refund
 - Cancellation with less than 48 hours notice – no refund
- (e) Any cancellation caused by storms, flooding, power failure, act of God, or business interruption caused by mechanical failure of the Town’s equipment, shall be considered unavoidable and not the fault of any party and the renter will not be charged for cancellations of this nature, nor will the Town be held responsible for any loss, whatsoever, arising from cancellations for circumstances outlined in this section
- (f) The transferring of ice by the renter is prohibited. All unused ice time must be returned to the Town for resale as a new rental contract

Seasonal Ice Renters

- (a) Invoiced monthly based on contracted usage
- (b) All changes or cancellations in ice/floor rentals must go through the Recreation Facilities Supervisor or designate. The representative agrees that the Facility Operator will not be responsible for the forwarding of notification of the cancellation. Organizations will be responsible to pay for all contracted ice for the period specified by the agreement. An organization may occasionally return ice to the Town providing 2 weeks written notice, but will be responsible to pay for any ice that is not rebooked by the Town
- (c) Any cancellation caused by storms, flooding, power failure, act of God, or business interruption caused by mechanical failure of the Town's equipment, shall be considered unavoidable and not the fault of any party and the renter will not be charged for cancellations of this nature, nor will the Town be held responsible for any loss, whatsoever, arising from cancellations for circumstances outlined in this section
- (d) A deposit of 50% of the rental fee must be made for tournaments and other special events other than regular contractual annual events (Western Ontario Section Skating Competitions, Hockey Schools)

15. **Breach of Agreement** -at the option of the Town of Goderich if the renter breaches any term of this agreement, the Town may cancel the Ice Rental Agreement of the renter but the renters shall continue to be responsible for any outstanding obligations imposed on him/her by this agreement.

16. **Contact Us** – you can reach us:

- 190 Suncoast Drive East, Goderich 519-524-2125 **email:** ftourloukis@goderich.ca
- Town Hall – 57 West Street, Goderich 519-524-8344

17. **Legal Age** – the renter hereby confirms that he/she is of legal age (18 or over) to enter into this agreement and has authority from the group/organization they represent to do so. The Town may at its sole discretion require other parties to execute this agreement.

18. **Freedom of Information** – This agreement and all schedules and attachments are subject to the applicable access to information legislation. Any information collected by The Town of Goderich pursuant to this agreement is subject to the rights and safeguards provided for in the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990

19. Upon communication of approval of the Ice Rental Agreement by the Town, the agreement shall be binding upon the renter.

The signing of this Ice Rental Agreement, confirms the reading of and understanding of all conditions and responsibilities that your organization agrees to.

I assume the responsibility to inform all member of our organization of the terms and conditions of this policy. I have the authorization to sign on behalf of the organization. I acknowledge that the signer and the organization are responsible for the liabilities herein.

Dated this _____ day of _____, 2024.

Print Renter's Name

Signature of Renter

Print Town Representative's Name

Signature of Town of Goderich Representative