

Terms & Conditions – Ice/Floor Use

The following terms and conditions shall form a part of all contracts or permits for ice time, and shall constitute the terms of use for all users of the ice whether a contract is executed between the parties or not. Users agree to comply with the following terms at all times.

I. Insurance and Indemnification

All Users 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 Corporation of the Municipality of Chatham-Kent as an additional insured to the policy. This needs to be submitted no later than 2 weeks prior to the rental date.

All Users hereby agree to hold harmless and fully indemnify the Municipality, its successors and assigns, from and against all actions, claims and demands whatsoever which may be brought against or made upon the Municipality and against all loss, liability, judgments, costs, or expenses which the Municipality 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 User or those for whom the User is responsible; and
- 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 Users acknowledge that the activities they are taking part in within the facilities are inherently dangerous, and willingly assume those risks.

II. Rental Hour

Rental of ice time in all arenas except Thames Campus Arena is based on a “50” minute hour. The flood will be the last 10 minutes of the hour booked. Thames Campus Arena is based on a “45” minute hour. Ice users should be ready to go on the ice at the start time indicated on their rental permit. 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 according.

III. Alcohol

Consumption of alcoholic beverages in the arena premises is strictly prohibited unless under authority of L.C.B.O. (A.G.C.O.). Failure to follow the *Liquor Licence Act, R.S.O. c. L.19* may result in a referral to appropriate authorities, a warning, written notice,

suspension of ice time or loss of ice time to the group, or a combination of any of these, as determined appropriate by the Facility Supervisor.

IV. Lost or Stolen Articles

The Municipality will not be responsible for lost or stolen articles, while on premises. Users are advised to take appropriate measures to protect valuables.

V. Arena Safety

- ❖ No person is allowed on the ice while the surface is being cleaned.
- ❖ 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 dressing room 30 minutes following completion of rental.
- ❖ No food or drink allowed on the ice/floor surface.

VI. Use of Storage/Equipment

An authorized municipal employee must approve the use of time clocks, sound systems and storage areas.

VII. Damages

The representative renting the ice/floor shall be responsible for all damages caused to the building, grounds, chattels and equipment belonging to the Municipality, save for reasonable wear and tear. Damages are to be repaired or paid for to the sole satisfaction of the Facility Supervisor of the arena.

VIII. Smoking

Smoking is PROHIBITED in all municipal buildings and on all Municipal properties as outlined in the "Smoke-Free Chatham-Kent By-law 137-2014" and the *Smoke Free Ontario Act*.

IX. Seasonal Ice Users

All seasonal users must book ice to the end of ice season (last full week of March each year) with the exception of Jr Hockey Clubs (see item X for Jr Hockey Clubs) . An organization may return ice to the Municipality by providing two weeks written notice, but will be responsible to pay for any ice that is not rebooked by a third party.

X. Junior Hockey Clubs

Junior hockey clubs must book their ice up to and including the first two weeks of playoffs (round one). Clubs may return ice to the Municipality at any time during the ice season by providing two weeks written notice but will be responsible to pay for any ice that is not rebooked by a third party.

Teams may tentatively book ice the rest of the playoff season, however, if another user group is interested in this tentative ice time, the Municipality will contact the team(s) and offer them first right of refusal. If the team(s) refuse to firm up the tentative booking, the Municipality will have the right to rent the ice to the alternate user.

XI. Seasonal Ice Users – Cancellation dates

Organizations entering into Seasonal Ice Contracts may cancel up to 2 dates (Municipal arena wide) during each season, provided the dates are removed from their contract prior to signing. Once a contract is signed by the organization, no further cancellation of dates is permitted, except as provided for in this policy. A date refers to any 24-hour period. (12 am to 12 am) excluding statutory holidays. Statutory Holidays are as follows: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

Please refer to section XVIII for details on cancellations due to weather or mechanical failure.

XII. Seasonal Ice Contracts

Standard form Municipal Contracts must be signed by the organizations duly authorized signing officers, and the executed contract and appropriate insurance certificates must be provided to the Municipality two weeks prior to the first rental date of the contract. If Contracts and insurance certificates are not submitted at least two weeks in advance of the first rental date, the Facility Supervisors may cancel the ice allocation for that organization. Upon communication of approval of the rental contract by the Municipality, the Ice Contract shall be binding upon the User.

XIII. Cameras & Cell Phones

Users are prohibited from using cameras or any electronic device with a camera functions (e.g. 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 these camera cell phones within municipal facilities.

XIV. Electronic Devices

Use of personal electronic devices (cell phones, MP3 players etc.) is prohibited on the ice surface.

XV. Equipment Required

Every user must wear skates on the ice and helmets are strongly recommended. Exceptions may apply if approved by the Facility Supervisor.

XVI. School Board Rentals

High School Hockey

- a. One designated convener for high school hockey will be the point of contact for the high school hockey allocations.
- b. 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 municipality.
- c. All varsity hockey ice rentals are subject to minor rate.

School Bookings

- d. School bookings are to be administered on a first come, first serve basis through the Municipal/Call Center offices, beginning on the first day of the school year.
- e. School bookings are limited to the specific "in school" start and end times Monday to Friday.

XVII. Fees

- a. Ice/floor time rates and fees will be assessed at the current rates as established by the Municipality of Chatham-Kent.
- b. All rentals are payable prior to use of the ice/floor, unless otherwise arranged with the Facility Supervisor of the arena. Rentals not paid will be refused the designated ice/floor time. Outstanding accounts must be paid in full prior to renting ice/floor time.
- c. Only at the discretion of the Facility Supervisor will the arena remain open on a statutory holiday, or negotiated holiday.
- d. The current rental rate shall include the use of the assigned dressing room(s), score clock, P.A. equipment if requested and two hockey nets.
- e. The user group agrees to be responsible for security and off/on ice officials.
- f. Contractual ice payments:

- ❖ **Option One**—Full payment will be accepted on all contracted ice upon signing of the contract.
- ❖ **Option Two**—Prior to usage of ice or signing of contract. Total bill is divided into monthly payments (postdated cheques) based on the monthly totals reflected on the ice contract.
- ❖ **Option Three**—Payments due on the dates outlined on the ice contract.

Note: Payment for additional ice booked above the contracted hours will be settled Dec 31st & March 31st.

Service fee of \$38.00 on all NSF cheques. After 2 NSF cheques, payment must be in the form of certified cheque, debit, credit card or cash.

1.25% interest per month on all outstanding accounts.

XVIII. Payment Terms & Cancellations

Seasonal Rentals

- a. All changes in ice/floor rentals must go through the Facility Allocation Assistant or the area Municipal Centre.
- b. Contracted Ice/Floor:
 - ❖ No subletting of ice/floor time allowed. Any subletting may result in loss of future use of facilities.
 - ❖ Organizations will be responsible to pay for all contracted ice for the period specified by the contract. An organization may occasionally return ice to the municipality by providing two weeks written notice, but will be responsible to pay for any ice that is not rebooked by the municipality.
 - ❖ Non-Prime cancellations require 4 business days' notice of cancellation.

General Rentals (i.e. Church groups, family gatherings and gathering of friends to play hockey)

- c. Payment must be made at the time of booking. Payments can be made over the phone with a credit card or at any Municipal Centre or Park Avenue Business Centre.
- d. Prime-time cancellation notice is a minimum of 48 hours, and is subject to an administration fee of \$18.00 per hour of cancelled time.
- e. Payments for ice booked in advance must be made Monday–Friday, 8:30 am-4:30 pm at any Municipal Centre or Park Avenue Business Centre.
- f. A deposit of 50% of the rental fee must be made for tournaments and other special events (other than regular contractual annual events i.e. Ontario Ball Hockey Championship, Western Ontario Section Skating Competitions, Hockey Schools, Ontario Tae Kwon Do Championships).

- g. The representative agrees that the Facility Operator will not be responsible for the forwarding of notification of the cancellation. All cancellations must be done through the Facility Allocation Assistant or Municipal Centre.
- h. The Municipality of Chatham-Kent, Recreation Facilities Division may cancel ice/floor time at any time in the event of tournaments and special events. For other cancellation situations, the arena management will use reasonable efforts to notify the representative 48 hours prior to the said cancelled ice/floor time, but shall have the right to cancel at any time.
- i. Any cancellation caused by storms, flooding, power failure, act of God, or business interruption caused by mechanical failure of the municipality's equipment, shall be considered unavoidable and not the fault of any party, and the user will not be charged for cancellations of this nature.

XIX. Concessions

- a. Recreation Facilities Division reserves exclusive rights for the purpose of selling all food and beverage products. Users 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 Facility Supervisor.
- 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 Facility Supervisor 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 Facility Supervisor. Any organization approved to operate concessions must comply with all applicable food handling, legislation, regulations, orders and directives.

XX. Contact us

You can reach us by phone at 519-360-1998 or email at: CKrecfacilities@chatham-kent.ca for any questions or concerns. You can also find us on Facebook at:

<https://www.facebook.com/#!/CKRecreationFacilities>

Our main office is located at the Park Ave Business Centre, 25 Creek Rd, Chatham ON, N7M 0L1.

Stop by our web page & sign up for our new subscription service at:

<https://www.chatham-kent.ca/arenas/pages/arenas.aspx>

Note: For more information or alternative formats of this document, please email:

CKrecfacilities@chatham-kent.ca