

Township of West Lincoln

RECREATION SERVICES

ICE RENTAL CONDITIONS

- 1 THE APPLICANT COVENANTS AND AGREES, DURING THE TERM OF THIS AGREEMENT, TO CONFORM IN ALL RESPECTS TO THE FOREGOING, AND TO BE GOVERNED WITHOUT RESERVATION, TO ALL CONDITIONS ENUMERATED ON THE REVERSE SIDE HEREOF AND TO THE ICE ALLOCATION POLICY. THE APPLICANT, IN CONSIDERATION OF THE SAID TOWNSHIP APPROVING THIS APPLICATION, HEREBY ACKNOWLEDGES AND AGREES THAT THE TOWNSHIP SHALL NOT BE RESPONSIBLE FOR ANY INJURY TO THE PERSONNEL OF THE LESSEE OR ANY LOSS OR DAMAGE TO GOODS OR EQUIPMENT OF THE LESSEE OR ANY PERSON/PERSONS USING THE FACILITY, WHETHER ARISING BY REASON, NEGLIGENCE, THEFT, FIRE OR ANY ACT OF GOD.
- 2 THE APPLICANT SHALL HAVE THE EXCLUSIVE USE OF THE ICE SURFACE ON THE SPECIFIED TIMES OF THE WEST LINCOLN ARENA UPON THE FOLLOWING CONDITIONS:
 - (A) ALLOW TEN MINUTES FOR ICE CLEANING AND RESURFACING.
 - (B) SUBLETTING OF ICE NOT PERMITTED AS PER THE ICE ALLOCATION POLICY.
 - (C) THE RENTAL RATES FOR EACH SUCH RENTAL PERIOD SHALL BE PAID IN ADVANCE OF EACH SUCH PERIOD BY CASH OR CHEQUE PAYABLE TO THE TOWNSHIP OF WEST LINCOLN, BOX 400, SMITHVILLE, ONTARIO. PAYMENT OF RENTAL RATES FROM TIMES STATED ABOVE IS THE RESPONSIBILITY OF THE NAME OR ORGANIZATION AS SIGNED ON THIS CONTRACT, AND MUST BE PAID BY SAME.
- 3 THE APPLICANT SHALL PROVIDE TO THE TOWNSHIP OF WEST LINCOLN SUCH PROOF AS THE TOWNSHIP MAY FROM TIME TO TIME REQUIRE VERIFYING:
 - (A) THE AUTHORITY OF THE AUTHORIZED REPRESENTATIVE TO REPRESENT AND BIND THE ORGANIZATION IN CONTRACT
 - (B) THE FINANCIAL RESPONSIBILITY OF THE ORGANIZATION IF REQUESTED BY THE TOWNSHIP OF WEST LINCOLN
 - (C) A LIST OF ALL USERS AND THEIR HOME ADDRESSES.
- 4 THE TOWNSHIP OF WEST LINCOLN SHALL AT ALL TIMES HAVE THE EXCLUSIVE AUTHORITY AND RIGHT TO CANCEL WITHOUT NOTICE THIS CONTRACT DUE TO:
 - (A) REFRIGERATION CONDITIONS
 - (B) ACTIONS OF THE PARTICIPANTS
 - (C) BUILDING PROBLEMS INCLUDING HYDRO OUTAGES
- 5 THE TOWNSHIP OF WEST LINCOLN SHALL HAVE THE FURTHER UNLIMITED AUTHORITY AND RIGHT TO CANCEL THIS AGREEMENT ACCORDING TO THE TOWNSHIP'S ICE ALLOCATION POLICY, BUT MUST PROVIDE REASON.
- 6 NOTWITHSTANDING ANY OTHER TERMS OF THIS AGREEMENT, THE TOWNSHIP OF WEST LINCOLN MAY MAKE RULES FROM TIME TO TIME WHICH SHALL BE BINDING UPON THE ORGANIZATION RESPECTING:
 - (A) CLEARANCE AND/OR FLOODING OF THE ICE SURFACE
 - (B) USE OF THE FACILITIES OF THE ARENA OTHER THAN ICE SURFACE
 - (C) THE CONDUCT OF ALL PERSONS FOUND WITHIN OR UPON THE PREMISES OF THE ARENA
- 7 THE APPLICANT AGREES TO VACATE THE ARENA PROPERTY WITHIN ONE HALF HOUR OF ITS ICE TIME ALLOCATION.
- 8 NO ALCOHOLIC BEVERAGES ARE PERMITTED ON THE ARENA PROPERTY WITHOUT FORMAL APPROVALS OF THE RESPECTIVE GOVERNING BOARDS AND AGENCIES.
 - (A) THE FIRST OCCURRENCE OF HAVING ALCOHOL ON THE ARENA PREMISES WILL RESULT IN A WRITTEN WARNING BEING ISSUED.
 - (B) THE SECOND OCCURRENCE OF HAVING ALCOHOL ON THE ARENA PREMISES WILL RESULT IN A LOSS OF ICE TIME FOR ONE WEEK AT YOUR COST.
 - (C) THE THIRD OCCURRENCE OF HAVING ALCOHOL ON THE ARENA PREMISES MAY RESULT IN A LOSS OF ICE FOR THE REMAINDER OF THE SEASON.
- 9 THE APPLICANT SHALL PROVIDE PROPER SUPERVISION AND CARE IN THE USE OF THE ARENA, ITS FACILITIES AND EQUIPMENT AND THE APPLICANT SHALL FURTHER BE RESPONSIBLE FOR ALL DAMAGES WHICH MAY OCCUR TO THE ARENA, ITS FACILITIES AND EQUIPMENT ARISING OUT OF THE NEGLIGENCE AND/OR WANTON OR DELIBERATE ACTS OF ANY AND ALL PERSON USING THE ARENA, ITS FACILITIES AND EQUIPMENT BY VIRTUE OF THIS AGREEMENT.
- 10 PERMANENT EXCHANGES OF ICE TIME RENTAL PERIODS WILL NOT BE PERMITTED.
- 11 EACH PERSON OR ORGANIZATION SHALL PROVIDE A VALID CERTIFICATE OF INSURANCE, NAMING THE TOWNSHIP OF WEST LINCOLN AS AN ADDITIONAL INSURED TO PROTECT THE TOWNSHIP FROM ANY AND ALL CLAIMS RELATING TO ANY AND ALL DAMAGES OR INJURIES INCURRED BY THE USE OF THE ARENA FACILITY AND EQUIPMENT. SAID POLICY SHALL HAVE LIMITS NO LESS THAN \$2,000,000.00 PER OCCURRENCE
- 12 CONTRACT AND DEPOSIT MUST BE RETURNED BY _____ IN ORDER TO CONFIRM THIS RENTAL.
- 13 THE TOWNSHIP OF WEST LINCOLN CHARGES INTEREST OF 1.25% THE FIRST OF EVERY MONTH ON OUTSTANDING AMOUNTS OVER 30 DAYS.