

TERMS AND CONDITIONS OF ICE USAGE AGREEMENT
(PLEASE INITIAL THE BOTTOM OF EACH PAGE)

Individual / Organization Name: _____

Date & Time of Event Booking: _____

1. **Waiver:** An original signed copy of these terms and conditions must accompany your original signed Facility Permit Application and must be submitted to the Municipal office in Callander at the time of booking along with payment. The Representative must be 18 years of age in order to sign these agreements.
2. **Insurance and Indemnification:** The Representative shall indemnify and save harmless the Municipality of Callander from any damage, causes, suits and claims which may arise by the virtue of the rental of the facility, whether such damages, causes, claims or suits are occasioned by the Representative or another person while the Representative has leased and is in control of the said facility. Except claims arising from the negligence or responsibility of the lessor/ Municipality or facility owner. The Representative further covenants and agrees to pay any costs which may be incurred pursuant to or arising from any damage, causes, suits or claims. Additional insurance pursuant to or arising from any damage, causes, suits or claims. Additional insurance coverage may be required naming the Municipality of Callander as an additional insured.

Leagues/Organizations/Businesses must provide the Municipality of Callander with a copy of their certificate of insurance. All must have liability insurance (minimum of five million dollars) for all league games, tournaments, playoffs and other events. ***"The Corporation of the Municipality of Callander"*** must be named as an additional insured.

3. **Cancellations:** The Municipality reserves the right to cancel this rental contract due to any breach of regulation or on 48 hours notice as required. The Municipality reserves the right to schedule and re-schedule the use of any facility in such a manner as to ensure safe, maximum/efficient use of a facility, to allow maintenance work to be performed, or to accommodate other circumstances as deemed necessary. If the Municipality of Callander cancels the rental, there will be no rental charge payable.

**If the Representative cancels the rental,
the Representative shall give 24 HOURS NOTICE (business hours of operation) in writing.**

4. **Ice is not Transferrable:** Scheduled ice usage times are not transferable. The Representative will be held responsible. Contracting or subletting of contracted ice is prohibited and may result in the cancellation of your contract.
5. **Number of Persons Permitted:** As per the Ontario Recreation Facility Guidelines and the Ontario Fire Code, there are maximum numbers permitted on the ice or in a room at any one time.
 - a) **Ice Capacity:** Not to exceed 200 for public skating and will be the responsibility of the Representative.
 - b) **Hockey Capacity:** Not to exceed 40 players.
 - c) **Meeting Rooms and Arena Building Capacity:** It will be the responsibility of the Representative to ensure they have a complete understanding of the building capacity and evacuation procedures at the time of booking.

INITIALS

6. **Conduct and Supervision:** The Representative shall be responsible for the conduct and supervision of all persons attending their contracted event and shall ensure that all regulations contained in this permit and other agreements pertaining to the event are observed. Vandalism, littering, abusive language, smoking, use of alcohol, shall be deemed as just cause to cancel the permit or to reject future permit applications. Non compliance with local By-Laws or other legal jurisdictions may be cause for additional legal action being taken. All activities are restricted to the arena, room or area that is permitted. Access to other areas is not allowed.
7. **Damages:** Any damages sustained to the premises will be repaired or replaced at the full cost to the Representative. The Representative assumes full responsibility for all damages to the facility. The exception being wear, tear, and weather related damages.
8. **Food and Beverages:** The Municipality of Callander or the approved contracted service provider shall have the sole and exclusive right to the sale and distribution of all food and beverage in the facility.
9. **Alcohol:** No alcoholic beverages shall be permitted on the premises during ice rentals. Copies of the Municipality's Alcohol Policy are available on the municipal web site at: www.mycallander.ca
10. **Dressing Rooms:** Groups must see the building/rink attendant for a key to the dressing room(s). It is highly recommended that all rooms be locked when the team is on the ice. The Municipality of Callander is not responsible for any lost or stolen items. Groups may access their dressing room(s) 30 minutes prior to their rental, and for 30 minutes after their rental. Adult supervision is required.
11. **Vacating Property:** The Representative shall be responsible for vacating the premises and returning it to the original condition including the removal of all rented or privately owned property and personal effects. For ice rentals, this must be completed within 30 minutes of the end of the rental unless prior written arrangements have been made with Municipal Staff. In the case of special events and tournaments, the time frame will be determined through discussions with staff.
12. **Special Needs:** All participants must be wearing skates while on the ice surface. If the participant is disabled than the proper equipment needs to be considered for use ie. Sledges. Wheelchairs may be admitted on the ice surface and it recommended that the wheelchairs use the area closest to the boards. Wheelchairs must not interfere with the flow of the skaters. Wheelchair wheels must be cleaned prior to entering the ice surface. Please see Municipal staff for assistance.
13. **Private Rentals:** For skater safety, strollers or sleds are not allowed on the ice. Children cannot be carried while on the ice surface. Approved skating aids may be used during approved times. Food or drink is not permitted on the ice surface. We strongly recommend the use of a CSA helmets and other CSA safety equipment for all on ice activities.

NOTE: Whenever and to the extent that the Municipality of Callander shall be unable to fulfill or be delayed or restricted in fulfilling any obligation here under by any course beyond its control including acts of God, public enemy, acts of governance, Provincial or Municipal strikes, fire or flood, the Municipality of Callander shall be released from the fulfillment of such obligation during the period it shall be so delayed or restricted in fulfilling such obligation.

Failure to disclose or maintain up to date information on the contracted use of our facilities, or attempts to conceal information will result in the Representative accepting full responsibility for the liability associated with the contracted use and will jeopardize the existing and future contracts with the Municipality of Callander.

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