



Seasonal Ice User Policy

Seasonal User:

The definition of a seasonal user means a user of the ice/floor where a contract is executed between the parties for the use at regular weekly times throughout the whole season.

Information on:

- Terms and Conditions of renting ice for a season.

1. 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 Township of St. Clair” 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 is based on a “50” minute hour. The flood will be the first 10 minutes of the hour booked.

III. Alcohol

Consumption of alcoholic beverages in the arena premises is strictly prohibited unless under authority of A.G.C.O. Special Occasion Permit. 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 Director of Community Services. The renter will also need to obtain Party Alcohol Liability Insurance in an amount of not less than five million dollars Limit of Liability and to provide the Township with proof of insurance coverage naming “The Corporation of the Township of St. Clair” as an additional insured. (*Special occasion permit must be issued to the individual obtaining the insurance*).

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.
- ❖ No sticks, balls, pucks, etc are to be used anywhere in the facility but 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.

All equipment left behind is not the responsibility of the facility.

VII. Damages

The representative renting the ice/floor shall be responsible for all damage 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 Director of Community Services & Coordinator of Facilities and Parks of the arena.

VIII. Smoking/Vaping

Smoking/Vaping is PROHIBITED in all municipal buildings and on all Municipal properties as outlined in 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 February each year) with the exception of Jr & Minor Hockey Clubs (see item X for Jr & Minor 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 & Minor Hockey Clubs

Junior & Minor hockey clubs must book their ice up to the end of February at minimum. 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 for their 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 Seasonal Ice Contracts may cancel up to 2 dates 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 Coordinator of Facilities & Parks 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 function (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.

XVI. Fees

- a. Ice/floor time rates and fees will be assessed at the current rates as established by the Municipality of St. Clair Township.
- b. All rentals are payable prior to use of the ice/floor. 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 Director of Community Services 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 at time of booking.
 - ❖ **Option Two**—20% of seasonal contract must be paid at time of booking. The remainder of the balance is due monthly, prior to last day of the previous month. [VISA / MasterCard / American Express]) based on the monthly totals reflected on the ice contract.

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

Service fee of \$50.00 on all NSF cheques. After 2 NSF cheques, payment must be in the form of certified cheque, debit, credit card or cash.

5% interest per month on all outstanding accounts.

Administrative fees will be applied to all failed or missed payments – including failed payments due to expired payment information.

XVII. Payment Terms & Cancellations

Seasonal Rentals

- a. All changes in ice/floor rentals must go through the Administrative Assistant(s) and are subject to an administration fee.
- b. Contracted Ice/Floor:
 - ❖ You must have a valid permit with dates and times any time you are on the ice/floor. Breaking this rule may result in loss of future use of the facilities.

- ❖ No subletting of ice/floor time allowed. Any subletting may result in loss of future use of facilities.
- ❖ Organizations will be responsible for paying 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.

XVIII. General Information

- a. Payments for ice booked in advance must be made Monday–Friday, 8:30 am-4:30 pm at the Moore Sports Complex.
- b. A deposit of 20% of the rental fee must be made for tournaments and other special events.
- c. The representative agrees that Facility staff will not be responsible for the forwarding of notification of the cancellation. All cancellations must be done through the Moore Sports Complex Administrative Assistant(s).
- d. The Municipality of St. Clair Township may cancel ice/floor time at any time in the event of tournaments, special events or maintenance. For other cancellation situations, the arena management will make 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.
- e. 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. St. Clair Township Community Services 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 Director of Community Services or Coordinator of Facilities & Parks.
- 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 Director of Community Services or Coordinator of Facilities & Parks must be granted and menu approved before operating these types of concessions in our facilities.

- c. Proper food handling procedures need to be approved by Lambton Public Health and provided to the Coordinator of Facilities & Parks prior to the event . 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 519-867-2651, or email at info@stclairtownhip.ca for any questions or concerns..

Our main office is located at the Moore Sports Complex, 1166 Emily St. Mooretown, ON. N0N 1M0.