



The Municipality of West Elgin
22413 Hoskins Line Rodney, ON N0L 2C0
P: (519)-785-0560 ext. 200
F: (519)-785-0644
Email: recreation@westelgin.net

Ice Rental Agreement

Between

The West Elgin Community Centre Board of Management
(Hereinafter referred to as the Board)

And

Organization

Applicant

Mailing Address of applicant

Applicant phone number	
Secondary Contact Person	
Secondary Contact Person Phone Number	
Ice time requested (if more than one ice time please attach a schedule)	
Purpose of rental	
Cost per hour	
HST (13%)	
Total Cost	
Start Date	
End Date	
Billing and contract type	
Insurance	



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Conditions of the Agreement

1. The Board reserves the right to accept or reject any application submitted for the use of the arena, or any portion thereof. An applicant must be a minimum age of eighteen (18) years.
2. One hour of ice use consists of fifty (50) minutes of ice use followed by ten (10) minutes of Ice Maintenance.
3. The board, and any of its employees shall not be responsible, or liable for any lost, stolen, or damaged personal items..
4. It shall be the responsibility of the applicants and/or organization to acquire a key from the facility staff on duty for access to the dressing room.
5. The dressing room area must be vacated within thirty (30) minutes after the completion of ice time, and to be left in a clean, undamaged condition.
6. Possession and consumption of beverages in glass bottles, or alcoholic beverages (other than licensed areas) is STRICTLY PROHIBITED.
7. It is the applicant's full responsibility to arrange for, and pay for, adequate security whenever deemed necessary by the Board to have such services present.
8. No refreshments, merchandise, or services shall be sold on the premises without the prior written approval of the Board or it designates.
9. Any willful or intentional damages to the Arena, or any of its contents therein by the applicant, or its participants shall be the responsibility of the applicant.
10. The Board agrees to provide adequate lighting, goal nets, scoreboard (for organized games), and dressing rooms for no more than two (2) teams per hour. The Board will not be responsible for providing time keepers or gate keepers for the applicant's activities.
11. The Board agrees to provide the facilities under this agreement, however the Board and or its designated representative reserve the right to cancel or re-schedule ice time if deemed unsafe by the Board or its designate, and it is in their best interest to do so. The Board will not be responsible for loses of any kind, or type of inconvenience to the applicant(s), or spectators, which may be due to equipment failure, weather, or any other reason that the facility may be required to close for the reason of public safety.
12. Ice times indicated in this agreement are scheduled by the applicant and facility management and are non-transferable by the applicant.
13. Ice times indicated in this agreement are to be used for the duration of this agreement. Cancellation of ice time for reasons other than weather is prohibited.
14. All applicants and their participants shall stay off of the ice surface while resurfacing activities are in progress, and until they are completed and all of the equipment is off the ice surface and the doors to the storage area are closed.
15. The applicant is responsible for the conduct of their participants, and shall further ensure that no rules, regulations, or conditions governing the use of West Elgin Arena is contravened or abused.
16. The applicant renting the facilities of the West Elgin Arena shall be responsible for such insurance as may be necessary for its personnel and participants and shall assume full liability for any incident/ accident occurring in connection with the rental of the facility. The Municipality of West Elgin carries public liability and accident insurance for the protection of spectators and employees.
17. In this section, an "Event of Force Majeure" means an event beyond the control of the Municipality of West Elgin which prevents Municipality of West Elgin from complying with its obligations under this Agreement. An Event of Force Majeure includes, but is not limited to, the COVID-19 pandemic. For greater clarity, the



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parties hereto agree and acknowledge that (1) Municipality of West Elgin shall have the sole discretion to determine whether an Event of Force Majeure has arisen, and (2) that such a determination may be made by Municipality of West Elgin notwithstanding federal, provincial or municipal directives or orders to the contrary. Should Municipality of West Elgin determine that an Event of Force Majeure has occurred, Municipality of West Elgin shall not be considered to be in breach of this Agreement to the extent the performance of Municipality of West Elgin obligations is prevented or inhibited by the Event of Force Majeure. In such a case, Municipality of West Elgin shall give written notice to the other party hereto of an Event of Force Majeure upon same being reasonably foreseeable, or being known, to Municipality of West Elgin. If and to the extent that Municipality of West Elgin is prevented from performance of its obligations pursuant to this Agreement by an Event Of Force Majeure, Municipality of West Elgin shall be relieved of its obligations hereunder and may, but need not, elect to offer the other party hereto an alternative accommodation arrangement or date if Municipality of West Elgin deems same reasonable and safe. In the event Municipality of West Elgin does not elect to offer the other party hereto an alternative accommodation arrangement or date, Municipality of West Elgin may forthwith cancel this Agreement upon written notice to the other party hereto and, in such a case, this Agreement shall be at an end and neither party shall have any liability or obligation to the other party. The parties acknowledge and agree that in the event of conflict between the terms and provisions of this section and any other section contained in this Agreement, the terms and provisions of this section shall govern and apply.

18. The undersigned covenants with the Municipality of West Elgin that the undersigned, its employees, contractors, agents, invitees and any other persons attending the undersigned's event or the undersigned's premises will strictly observe and comply with all applicable federal, provincial, municipal and public health orders, policies, and directives relating to the COVID-19 pandemic including, without limitation, all prevailing and prescribed indoor and outdoor gathering limits, social and/ or physical distancing limits and any other applicable policies, directives and orders (the "Policies, Orders and Directives"). The undersigned confirms that the prevailing Policies, Orders and Directives may be subject to change. As such, the undersigned covenants with The Municipality of West Elgin that the undersigned shall remain fully apprised of, and any event or shall be run in full compliance with the prevailing Policies, Orders and Directives as may be in force at the date and time of the event. In the event the undersigned, or an attendee of the undersigned's event, does not comply with the foregoing obligations, The Municipality of West Elgin may, at its discretion, immediately exercise its termination rights herein.
19. In the event The Municipality of West Elgin determines, in its sole discretion, that the undersigned, its employees, contractors, agents, invitees or any other persons attending the undersigned's event have not complied with the prevailing Policies, Orders and Directives as of the date of the event, The Municipality of West Elgin may forthwith terminate the event by providing the undersigned with written notice of termination and such termination shall be effective forthwith. If this occurs, the undersigned will forfeit all deposit, fees and any other funds payable to The Municipality of West Elgin under the agreement, and The Municipality of West Elgin shall have no further liability towards or obligation to accommodate the undersigned. For greater clarity, the foregoing termination right of The Municipality of West Elgin shall be in addition to, and not in place of,



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such other penalties and fines as may be levied by other governmental officials and entities (e.g. provincial offences). It is explicitly agreed by the parties hereto that The Municipality of West Elgin's termination right hereunder may be exercised by The Municipality of West Elgin without advance written notice to the undersigned, and while the undersigned's event is being held. In the event of conflict between the terms and provisions of this section and any other section contained in this agreement, the terms and provisions of this section shall govern and apply.

20. Any contravention of any of the terms and or conditions of this agreement may result in the board having to suspend, or cancel without notice to the applicant, use of the facility for any indefinite amount of time.

21. The applicant renting the facilities of the West Elgin Arena shall be responsible for following guidelines set out by the public health unit in regards to use of the facility.

I have read this agreement and all conditions are fully understood, and I agree to all aforementioned conditions. I confirm herein that the designated ice time is accurate.

Signature of Applicant: _____

Date: _____