

TOWN OF WAINWRIGHT

Policy Number: 2010-01

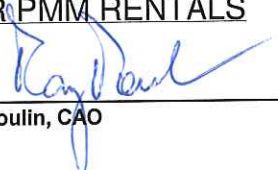
Date of Issue: January 19th, 2010

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Motion Number: 2010-19

Policy Subject/Title: TERMS OF AGREEMENT FOR PMM RENTALS

Signature of Approval by Authorized Personnel:


Ray Poulin, CAO

Supersedes:

Date of Last Update

Title & No. of Previous Policy if Applicable

POLICY STATEMENT:

The purpose of this policy is to establish terms and conditions for rental of the facilities located within the Peace Memorial Multiplex.

PROCEDURES:

That effective April 1st, 2010 the following terms and conditions will apply to rental of facilities within the Peace Memorial Multiplex:

1. That the Facility Manager or other Town employee as designated by the Town shall, at all times, be in charge of the facility and the Licensee shall ensure that the instructions of that Town employee are followed.
2. During ice resurfacing operations, the Licensee acknowledges and will ensure that under no circumstances is anyone to be on the ice surface during ice resurfacing. All doors to the ice surface are to be kept closed until re-surfacing has been completed and the ice re-surfacer is off the ice and its access doors to the ice surface are closed.
3. All details pertaining to ice bookings are to be between the Town and the Licensee. No trading or rebooking between Licensees is permitted.
4. This agreement is not transferable and any assignment thereof shall result in this agreement being terminated and future bookings cancelled.

5. The Town reserves the right to preempt ice booked by the Licensee for special events such as tournaments, major curling events, Junior "B" Hockey playoffs etc. Consideration shall be given by the Town towards the impact on the Licensee.

6. In consideration of obtaining the use of the facility, the Licensee hereby releases the Town from any and all claims for damages or losses of any kind relating to or arising from the use of the facility for which the Licensee is negligent.

The Licensee further agrees to protect, hold harmless and indemnify the Town and all of its elected officials, employees, servants and agents against all losses, damages, claims, demands and actions arising directly or indirectly with the use of the facility for which the Licensee is negligent and shall pay all costs, expenses connected with such claim for litigation.

The Licensee further agrees to assume full financial liability for any damages or loss of facilities, furniture and equipment when caused by negligent or abusive treatment arising from the Licensee's use of the facility.

7. It is mandatory that the following Licensee's purchase and maintain in effect Comprehensive General Liability Insurance, against liability for bodily injury, death or property damage, arising out of the activity during the term of the ice/concrete surfaces rental(s) in the minimum amount of \$2,000,000.00 inclusive per occurrence naming the Town of Wainwright as an additional named insured on the policy.

- Wainwright Minor Hockey Association
- Wainwright Figure Skating Club
- Wainwright Lacrosse Association
- Educational Institutions
- Hockey Schools/Camps
- Organizations or individuals providing instruction or programs to those less than 18 years of age.

The value of insurance stated above satisfies the Town's minimum insurance requirements, however the Town does not warrant that this insurance is adequate for the Licensee's needs.

The Licensee's listed above, must provide at the time of booking, proof of coverage of the liability insurance in a form that is satisfactory to the Town.

8. Facility rental privileges will be revoked for the following infractions:

- Willful damage
- Abuse of staff

- Use of drugs
- Smoking
- Failure to manage or control spectators.
- Illegal consumption of alcohol/alcohol consumption in authorized areas.
- Any behavior considered by the Town to constitute a public nuisance or a danger or threat to public safety.

9. The Licensee shall be responsible for paying for any and all damages to the facility or any equipment that may have occurred as a result of or during the Licensee's use of the facility.

10. Regular facility user's accounts are to be paid in full within thirty (30) days of the Town's invoicing date or forfeit future scheduled rentals and ice booking privileges. One time or sporadic facility rental fees are payable at the time of booking.

11. The Licensee warrants, agrees and acknowledges that N.S.F. cheques may result in automatic cancellation of facility times booked and that the current fee for N.S.F. cheques will apply. At the discretion of the Town, no further bookings will be permitted for the Licensee until all outstanding accounts are paid.

12. The Licensee hereby confirms that he/she is of the legal age (18 years and over) to enter into this agreement and has all the required authority from the group/organization he/she represents to do so. The Town may at its sole discretion require other parties to execute this agreement.

13. The Licensee shall be solely responsible to ensure that persons under 18 years of age wear appropriate protective equipment during facility rentals.

14. The Town is not responsible for any lost or stolen articles that occur during use of the facilities by the Licensee.

15. The Licensee acknowledges that failure to comply with any of the requirements of this agreement or deadlines listed in this agreement will result in cancellation of this agreement and termination of all bookings.

16. The Licensee agrees and acknowledges that they shall be responsible for spectators attending their event(s), including admission, conduct and control. The level of security and supervision of spectator control deemed necessary shall be determined by the Town and it will then be the Licensee's responsibility to provide the required security at their sole cost. The Town reserves the right to evict any persons who are conducting themselves in an inappropriate manner.