

Casual Ice Rental Terms and Conditions

NOTE:

Consumption of Alcohol

Contravention of Condition # 6 on Conditions of Use by any user, including teams within the league, by consuming alcoholic beverages before, during or after their ice bookings will result in the immediate termination of ice use privileges in City of Winnipeg operated arenas. The contract name and signature on this permit assume full responsibility for the action of all users during your contractual ice rental period(s). This Department will not pursue or reprimand a third party found in contravention.

Signature of this permit indicates knowledge of the zero tolerance policy and the consequences of contravention.

The use of chewing tobacco is a contravention of rules of conduct and is not acceptable in City of Winnipeg operated arenas. The act of spitting will not be tolerated and is covered under the anti-litter by-law NO.1075/75. Any violations of arena rules and regulations will result in the immediate termination of ice use privileges in City of Winnipeg operated arenas. Signature of this permit indicates knowledge of the rules and by-law and the consequences of contravention.

CANCELLATION OF THIS AGREEMENT - Casual ice rentals are non-refundable and non-transferable.

For arena maintenance concerns, please call 311..

CONDITIONS OF USE

The user agrees and covenants as follows:

1. To protect and indemnify the City:
 - a) in respect of any and all claims of any kind whatsoever arising out of any act or omission of the User or of any agent or employee of the User or arising out of or resulting from the use of the Facility;
 - b) from all or any loss or damage to the Facility or to any property of the City used in conjunction with the Facility.
2. To maintain and keep in force during the term of this Agreement, a general liability insurance policy in respect of the use of the Facility named in the Agreement with,
 - a) minimum limits of \$2,000,000 inclusive;
 - b) the City of Winnipeg added as an additional insured;
 - c) inclusion of a cross liability clause;
 - d) insurance coverage to be effective immediately upon the User taking possession of the Facility until such time as the Facility is surrendered to the City;
 - e) minimum (15) day notice of cancellation clause.
3. That the rights granted to the User shall not be transferred or assigned in any way.
4. To supply all supervision and preserve and maintain good order, discipline and safety in the use of the Facility. In the case of pool use, the User is to provide lifeguards in accordance with Provincial standards.
5. The City shall have the right at any time to eject from the Facility or refuse admittance to any person who, in the opinion of an employee of the City having the responsibility for the supervision of the Facility, is creating a disturbance or behaving in an objectionable or unacceptable manner.
6. That the following is not permitted without prior written consent of the Community Services Department.
 - a) The consumption of liquor within the Facility. If approval is granted, an Occasional Permit must be obtained pursuant to the Liquor Control Act.
 - b) Advertising at the Facility
 - c) Constructing, erecting or attaching or causing or permitting to be constructed, erected, or attached any device, fixture or other thing of any nature to any part of the Facility.
 - d) The sale or supply of food and/or refreshments at the Facility.

8. If the User fails to comply with any conditions of this Agreement, the City may terminate this Agreement and consequently, all rights of the User are also terminated without entitlement to claim any damages, reimbursement, compensation or remuneration.
9. To surrender the Facility to the City is acceptable condition upon the termination or expiration of this Agreement. The User is responsible for any additional costs that may be incurred over and above the provisions outlined in this Agreement (ie. Preparation, clean-up, maintenance, replacement, repairs).
10. To remove all equipment, displays, goods and belongings of the User from the Facility on or before the termination of this Agreement. If the User fails or neglects to do so, the City may remove and store the same at the expense of the User without liability for any loss or damage.
11. That the City is not responsible for any damage to or loss of any equipment or belongings of the User brought into the Facility.
12. That the City makes no representations or guarantees as to the suitability or condition of the Facility.
13. That the City of Winnipeg, acting reasonable, reserves the right to change or cancel any or all booked time and the User has no claim for losses, damages or compensation of any kind. Time may be reallocated when convenient and agreed to by both parties.
14. To abide by and conform to all by-laws, rules and regulations of the City and all Provincial legislation relating to the occupancy and use of the Facility.