



ANTIGONISH ARENA RENTAL AGREEMENT

BETWEEN

ANTIGONISH ARENA ASSOCIATION

a body corporate under the laws of the Province of Nova Scotia;
(hereinafter referred to as the "Arena")

- and -

(hereinafter referred to as the "User")

GENERAL INFORMATION

Name/Group/Org./Assoc. (the "User"): _____

Contact Person: _____

Telephone (Home): _____ (Business): _____

Address: _____ Postal Code: _____

ICE TIME RENTAL AGREEMENT

1. The User requests ice rental at the Antigonish Arena for the purpose of _____

2. The User requests ice time at the Arena for the above noted event on:

Date: _____ Start time: _____ End time: _____

Date: _____ Start time: _____ End time: _____

Day(s) of Week: _____ Time of Rental: _____

Start Date: _____ Finish Date: _____

(Additions or deletions to the approved ice times must be submitted to and approved by the arena manager or designate in writing or via email)

3. Ice Rental Rate: As per attached schedule.
4. User requests use of the following additional facilities:
 - Dressing Rooms
 - Clock & Scoreboard
 - P.A. System
 - Music Facilities

TERMS OF AGREEMENT

Payable: At Facility the day of In Advance Invoiced Monthly

- For use by a recognized Sports Organizations, such as SCMHA, SCFSA, etc. – Schedule “A” – Waiver must be signed by the President.**
- Certificate of Insurance Required**

I, the undersigned, have read, understand and agree to the terms and conditions contained in this Agreement, including the attached Standard Terms and Conditions (the “Conditions”), and accept the Conditions behalf of the User.

I acknowledge and agree that a breach of any of the Conditions may result in the termination of the Agreement, at the discretion of the Antigonish Arena.

Signature of Authorized Person on behalf of User: _____ Date: _____

Agreement Approved By: _____ Date: _____

STANDARD TERMS AND CONDITIONS

Use of Arena Facilities and Real Property

1. These terms and conditions apply to any individual, corporation, society or other third party entity (the “User”) with which the Antigonish Arena Association (the “Arena”) has entered into an agreement to use its facilities and/or real property.
2. The User acknowledges that they are using the facilities or real property for private purposes only and not for an event that will be promoted or supervised by the Arena.
3. Posting or displaying advertising is prohibited unless approved in writing by the Arena in advance.
4. The User’s use of facilities or real property is on an “as is where is” basis.
5. The Arena makes no representations, warranties or guarantees with respect to the condition of the facilities or real property or their fitness for purpose or suitability for User’s intended purpose. If the User or any of their members, invitees or participants observe hazards, accidents or incidents they will have their members, invitees and participants remove themselves from participation and bring such hazard, accident or incident to the attention of the Arena.

Rules for Ice Rental

6. Users renting ice at Arena shall comply with the following:
 - a) Rental of ice time is based on a 50-minute hour.
 - b) The User shall ensure that all members, invitees and participants keep off the ice during resurfacing thereof and shall not go on the ice until the resurfacing has been completed and the Olympia/Zamboni door is closed.
 - c) Teams must leave the ice surface promptly to help maintain the Arena’s schedules.
 - d) In consideration of special events (playoffs, figure skating test days, carnivals, etc.) every effort will be made by the Arena to accommodate the needs of the Renters. User may be asked to cooperate by altering their programs, time requirements, etc.
 - e) The User shall ensure that all members, invitees and participants (including spectators) arrive at the Arena in accordance with the Arena’s guidelines and policies. Due to COVID, access to dressing rooms, the spectator area(s) and any other area of the Arena is restricted to a specific period of time before the beginning of the User’s ice time. This period and other entry requirements may change without notice.
 - f) The User shall ensure that the dressing rooms are vacated within twenty (20) minutes of leaving the ice. The User further ensures that the dressing rooms shall be left in a reasonably tidy condition.

- g) The User shall ensure minor teams are not left unsupervised in dressing rooms for practices and/or games.
- h) The User shall ensure that showers are not left on and that garbage cans have been used.
- i) All rentals are payable prior to use of the ice unless otherwise arranged with the management of the Arena. Employees are authorized to refuse rentals not paid before the start of the designated ice time.
- j) All ice time accounts are due when rendered. Any outstanding account beyond thirty (30) days from the date of billing may be assessed a late payment charge on the unpaid balance. Lack of payment will also result in a cancellation of any further ice time until account is paid in full.

Compliance with Laws

- 7. The User shall comply, and shall cause its members, invitees and participants to comply, with all federal, provincial and municipal laws, and all applicable rules and regulations, policies, procedures and guidelines of the Arena.
- 8. The User agrees and acknowledges that it is the responsibility of the User to ensure that its members, invitees and participants comply with federal, provincial and municipal laws, as well as all Arena guidelines and policies relating to COVID-19.
- 9. Due to the fluid and evolving nature of the COVID-19 pandemic and the response by various levels of government, it is the responsibility of the User to ensure they are aware of and acting in accordance with the most recent laws, regulations, policies, procedures, and guidelines.
- 10. The User, including their individual members, invitees and participants, who fails to comply with the terms and conditions of this agreement may lose their rental time for the User and its entire group. Further failures to comply with the terms and conditions of this agreement may result in the User losing their privileges at the Arena, including future rentals.

Catering and Concession Sales

- 11. Unless authorized in writing by the Arena, all catering and concession sales are to be arranged through the facility. No outside food or drink is permitted.
- 12. The Arena or its canteen contractor have the exclusive right to sell food, beverages and necessary sport supplies in the arena and the User shall have the right to supply and sell programs and any non-food merchandise associated with their event.

No Smoking

- 13. No smoking or intoxicating substance is permitted except under the provisions of a special occasion permit.

Alcohol

14. The User shall be responsible for obtaining any alcohol licenses and permits. Events involving alcohol must have licensed security in attendance.

Occupancy Loads

15. The User shall limit attendance to Established Occupancy Loads, or as established by the Arena in the Antigonish Arena Reopening Guidelines in following the guidance of provincial public health authorities.

Security Personnel

16. The User shall be responsible for hiring sufficient security personnel for the event, if necessary, to the satisfaction of the Arena.

Clean-up

17. The User accepts responsibility for clean up immediately after the event and any repair/ replacement for any damages caused by persons at the event. Clean-up shall include the following:
 - a) Tables and chairs must be cleaned if dirty.
 - b) User shall removal all **tape, tacks, sticky tack** put up on the walls / floors / ceilings/ glass.

Damage Deposit

18. A refundable damage deposit for special events such as weddings, dances, etc., must be made in the amount of 10% upon signing the rental contract.

Liability for Damages

19. The User and not the Arena shall be responsible for any loss or damage, howsoever caused, to any personal or real property owned by the Arena, participants or other third parties.
20. If the facility or real property is not cleaned up satisfactorily when checked, clean-up will be done by the Arena and the cost will be charged to the User or, if the cost is less than or equal to the security deposit, deducted from the security deposit.

Waiver, Indemnity and Release

21. The User agrees to waive all claims against, hold harmless, indemnify and defend (including payment of reasonable solicitor-client costs) the Arena, its employees, councillors, volunteers, contractors, servants, agents, successors and assigns (the "Releasees") from all claims and liability for illness, personal injury, disability, death, property loss or damage or other expense, related to User's use of the facilities or real property, including COVID-19 and the negligence, breach of contract, breach of statutory duty of care, or breach of the *Occupiers Liability Act*,

SNS 1996, c 27, on the part of the Releasees, except for gross negligence or willful misconduct on the part of the Releasees.

22. The User shall sign in the form attached as Schedule "A" – Release of Liability, Waiver of Claims and Assumption of Risk for Sports Organizations.

Insurance

23. Unless otherwise agreed to in writing by the Arena, the User shall carry public liability insurance coverage and name the Arena as an "Additional Insured".

Pre-Emptying Use

24. The Arena reserves the right to pre-empt the use of its facilities or real property. Whenever possible, the Arena will notify the User seventy-two (72) hours prior to the scheduled event. User may reschedule or cancel and receive return of the security deposit but in no case shall the Arena be liable for any costs or claims related to rescheduling.

Cancelling and Amending Agreement

25. The Arena reserves the right to amend or cancel this agreement for any reason, including but not limited to: emergencies, maintenance, recreation programs or services, holidays or inclement weather. Whenever possible, the Arena will notify the User seventy-two (72) hours prior to the scheduled event. If this agreement is cancelled under this clause User shall receive return of the security deposit but in no case shall the Arena be liable for any costs of claims related to such cancellation.
26. The Arena shall have the right to cancel this agreement immediately, prior to or during the rental term, without notice to User if, in the opinion of municipal staff, the User or any of its members, invitees or participants willfully damage municipal property, display misconduct, unlawfully consume alcohol, or are otherwise in violation of any terms or conditions of this agreement, municipal law or policy, or applicable federal or provincial law.
27. The User shall have the right to cancel this agreement for any reason upon providing at least seventy-two (72) hours' notice in writing to the Arena. If such notice is provided, the User shall receive return of the security deposit. If such notice is not provided, the User shall be charged for use of the facility or real property. The ONLY EXCEPTION to this is for PLAYOFF ICE at the Arena where the possibility of requiring an extra game depends on whether a team wins or loses.

General

28. This agreement is governed by the laws of Nova Scotia and the laws of Canada applicable therein without regard to principles of conflicts of law. Any disputes shall be determined exclusively in the courts of Nova Scotia.
29. Should any part of this agreement be determined to be void by a competent judicial or legislative authority, the remainder shall be valid and enforceable.

30. Should an amendment be required to this agreement, the User shall authorize such amendment prior to it becoming effective. All other terms and conditions of the agreement shall remain in full force and effect after an amendment is completed.

Schedule "A"

Release Of Liability, Waiver Of Claims & Assumption Of Risk For Sports Organizations

BY SIGNING THIS DOCUMENT YOU ARE WAIVING LEGAL RIGHTS

Event: _____

Name of sports organization: _____ (the "Organization")

Address: _____ Tel: _____

Email Address: _____

In consideration of the Organization's use of the Antigonish Arena Association's facility and/or property, and on behalf of its members, invitees, others participating in this event, directors, officers, representatives, executors, administrators and assigns:

1. The Organization acknowledges that although this event is being held at facilities and/or on property owned by the Antigonish Arena Association (the "Arena") it is run solely by the Organization and not the Arena and is not a public event promoted or supervised by the Arena.
2. The Organization is aware of and freely accepts all risks associated with its members, invitees and others participating in this event, including the possibility of illness, personal injury, disability, death or property loss or damage, including contracting COVID-19.
3. The Organization represents and warrants that:
 - a. its members, invitees and others participating in this event are physically, emotionally and otherwise able to fully participate in this event and will follow all rules of participation.
 - b. within the past fourteen (14) days they have not knowingly had or had symptoms of COVID-19 and have not knowingly come into contact with anyone who has COVID-19.
4. If any person participating in this event experiences symptoms of COVID-19, such as fever, cough or shortness of breath, the Organization will immediately contact the Arena and arrange for such persons to depart from the event.
5. The Organization, on behalf of itself and its members, invitees, others participating in this event, directors, officers, representatives, executors, administrators and assigns, agrees to waive all claims against, hold harmless, indemnify and defend (including payment of reasonable solicitor-client costs) the Arena, its employees, councillors, volunteers, contractors, servants, agents, successors and assigns (the "Releasees") from all claims and liability for illness, personal injury, disability, death, property loss or damage or other expense, due to any cause whatsoever as a result of its use of the municipal facilities and/or property for this event, including COVID-19 and all related losses from COVID-19 and the negligence, breach of contract, breach of statutory

duty of care, or breach of the *Occupiers Liability Act*, SNS 1996, c 27, on the part of the Releasees, except for gross negligence or willful misconduct on the part of the Releasees.

Date: _____ Organization: _____

Per: _____

Print Name: _____

Title: _____