



De Salaberry
Municipality/Municipalité

St. Malo Arena Ice Rental Contract & Policy Agreement

Rural Municipality of De Salaberry

Box 40 Sabourin St.

St-Pierre-Jolys, MB

ROA 1V0

Phone: 204-433-7406

Website: www.saintmaloarena.com

Email: info@saintmaloarena.com

Arena Tel: 204-347-5665

Organization Name: _____

Mail/Billing Address: _____

Email Address: _____

Phone: _____

Contract Principal: _____

Residential Address: _____

Email Address: _____

Phone: _____

Rate/per hour: (GST Included) \$ 155.47 (Payable to the Rural Municipality of De Salaberry)

****Due to additional costs related to COVID-19 there is an additional surcharge of 15% included on the rate****

Terms & Conditions:

1. General

- 1.1. All groups/organizations/individuals renting reoccurring ice slots at the St. Malo Arena shall be required to sign an Ice Rental Agreement outlining the conditions of their ice rental.
- 1.2. All skaters must wear a helmet.
- 1.3. Team representatives shall ensure that all members keep off the ice during the resurfacing and shall not go on the ice until the resurfacing has been completed and the "Zamboni" door is closed.
- 1.4. Teams are responsible to pick up ALL pucks and other equipment (except for hockey nets) prior to leaving the ice surface.
- 1.5. Teams are required to leave the ice surface promptly at the end of their allocated time.
- 1.6. The RM of DeSalaberry (St. Malo Arena) shall not be responsible for any lost or stolen goods or money, whether from a dressing room or elsewhere in the facility. It is the responsibility of the groups/organizations/individuals to ensure that the dressing room door is locked or supervised while they are on the ice. Should a lock prove defective the representative shall notify the Arena Attendant immediately.
- 1.7. Due to public liability groups/organizations/individuals having or drinking alcoholic beverages in the arena is prohibited.
- 1.8. The renting group shall be responsible for all damages caused to the building, grounds and equipment belonging to the RM of De Salaberry (St. Malo Arena) because of malicious damage or acts of vandalism as may have been perpetuated by members of the group before or after the rental period. Any repairs that are required because of the damages will be invoiced to, and be the responsibility of, the renting group/organization/individual and must be paid in full. Failure to pay the invoice will result in their ice contract being suspended until paid. Frequent damages by any group/organization/individual shall result in having their ice-renting privileges revoked.
- 1.9. It is understood that the Renter shall indemnify and hold the RM of De Salaberry and the employees, harmless from and against all claims or demands with respect to the use of the Arena. The RM of De Salaberry and its employees are not responsible for personal injury or damage or for loss of personal items or equipment of the Renter or anyone attending on the invitation of the Renter.
- 1.10. Smart phones and other mobile devices with recording capabilities, including voice recording, still cameras and video cameras, are not permitted to be used in the dressing rooms. If phones or other mobile devices must be used, they should be taken outside of the locker room.
- 1.11. The Arena shall reserve the exclusive right to the sale and/or distribution of all food and beverage concessions within the Arena. The sale of or the solicitation of any tickets, goods or commodities of any nature whether charitable or otherwise, shall not be permitted within the Arena unless approval is obtained from the RM of De Salaberry.
- 1.12. Spitting, Chewing Tobacco and Sunflower seeds are prohibited.
- 1.13. Water bottles on nets must only be filled with water. Sports drinks are however allowed on player benches.
- 1.14. In order to maintain the efficient scheduling of maintenance staff, ice floods and to ensure accurate communication of ice and room assignments to participants, the RM of De Salaberry requires that all groups supply game schedules prior to the league season commencing. Any schedule changes should be forwarded to the Arena's Manager as soon as possible upon the confirmation of schedule change. The RM of De Salaberry reserves the right to accept or modify ice flood requests to ensure the achievement of operational efficiencies. Special floods for any reason must be discussed with the Arena's Manager in advance to see if the request can be accommodated.

2. Ice Rental Fees

- 2.1. Rates are reviewed, approved and become effective on September 1st every year and remain in effect until August 31st the following year.
- 2.2. Any group that has not paid ice rental fees two weeks after their final rental shall not be allowed any ice-time until the account balance is paid in full or other payment arrangements have been made with the RM of De Salaberry.

- 2.3. The St. Malo Arena shall generally be closed to the public, annually, on Christmas Day, Boxing Day, New Year's Day, Louis Riel Day and on the morning of Remembrance Day. On Christmas Eve and New Year's Eve, facilities will be closed at 12 noon. Individuals or groups wanting to rent ice time on a statutory holiday or on holidays declared by the RM of De Salaberry shall be charged the approved hourly ice time rate plus a surcharge of 45% of the rental fee.
- 2.4. All ice rental fees are due when rendered and are net fourteen days. Any balance outstanding beyond thirty days from the date of billing shall be assessed a late payment charge, in the amount of 15% per annum or 1.25% per month charged on the first day of default and on the first day of each calendar month that the principle remains unpaid. Any group/organization, after two months of non-payment of their outstanding invoice is subject to having their ice time cancelled until full payment is received.

3. Cancellations

- 3.1. The Arena may cancel ice time at any time in the event of Tournaments, Special Events and Playoff Games. For other cancellation situations, the arena management, whenever possible, will notify the representative 48 hours prior to the said canceled ice time.
- 3.2. If the Renter wishes to cancel ice time on any particular day, the Renter shall give 48 hours notice in writing to the Arena Manager at info@saintmaloarena.com . If the required notice is not given the representative shall be responsible for payment of said ice time. The ONLY exception to this rule will be PLAYOFF ICE where the possibility of requiring an extra game depends on if the team wins or loses.
- 3.3. Any cancellations caused by storms and flooding, power failure, Act of God or business interruption caused by mechanical failure of the Arenas facilities, will be considered unavoidable and the representative will not be charged for cancellations of that nature.

4. Dressings Rooms

- 4.1. The Renter has access to dressing rooms 30 minutes before and after their ice time. The Renter further ensures that the dressing rooms shall be left in a reasonably tidy condition.
- 4.2. The Renter shall ensure minor teams are not left unsupervised in dressing rooms in both practices and games.
- 4.3. The Renter shall check dressing rooms after the team has vacated it to make sure showers are not left on and that the garbage cans have been used. Also, to let your opposition know this and check their rooms after they leave also.
- 4.4. It is the responsibility of the Renter to lock all dressing room doors before going on the ice. Should a lock prove defective or unable to be locked, the representative shall notify the Arena Attendant immediately.

5. Regular Basis Users

- 5.1. It is the responsibility of the Renter to notify the Arena Operator Supervisor of any cancellations (as per Cancellations 3.2) and if your ice slot is a practice or a game. Practice and Game Schedules will be given to the arena supervisor as soon as said schedules are confirmed. The scheduled practices and games will be posted on the Arena website at <http://www.saintmaloarena.com/facility-schedule.html> .

6. Contacts

Arena Operator Supervisor – email info@saintmaloarena.com or telephone 204-347-5665

I, the undersigned, have read, understand and agree to the terms and conditions in this contract which are stated in the RM of De Salaberry (St. Malo Arena) Ice Rental Policy and hereby accept the same on behalf of the said members of the organization, team or association. I acknowledge and agree that breach of any of the said conditions may result in the termination of the allotted ice time at the discretion of the RM of De Salaberry.

It is understood that the Renter shall indemnify and hold the RM of De Salaberry, the employees or the RM of De Salaberry harmless from and against all claims or demands with respect to the use of the Arena. The RM of De Salaberry and their employees are not responsible for personal injury or damage or for loss of personal items or equipment of the Renter or anyone attending on the invitation of the Renter.

Contract Principal - Signature:

Date:
