

Blackmud Creek Community League

Allard Outdoor Ice Rink

Allard Blvd SW and Alexander Way SW, Edmonton, AB

Multi-Use Rink Rental Agreement

This Multi-Use Rink Rental Agreement made this _____ day of _____ 20__ A.D.

Between: The Blackmud Creek Community League Represented by: _____

-and-

Renter: _____ Represented by: _____

(Please print) Phone: _____

E-mail: _____

Name of Recurring Function: _____

Description of Recurring Function: _____

Requested Rental Schedule: Mon Tue Wed Thu Fri Sat Sun

Recurring: Weekly Bi-Weekly Monthly Other: _____

Hours Requested: _____ to _____

Requested Start Date For Use (mm/dd/yyyy): _____

Requested Finish Date For Use (mm/dd/yyyy): _____

Type of Function: Private Public If public, is this an advertised event? Yes No

Expected attendance: _____

Will admission be charged for the function? Yes No

Is the renter a member of the Blackmud Creek Community League? Yes No

Standard Fees: Ice Hockey – \$100/hour, Non-Hockey Winter Use – \$75/hour, Else – \$50/hour
Each Damage Deposit: Equivalent to Associated Rink Rental Fee

| | | |
|-----------------|-----------------------------|---|
| Fees Agreement: | Fee For Each Rental | \$ _____ .00 |
| | Other Recurring Fees | \$ _____ .00 (if applicable) |
| | Total Recurring Fees | \$ _____ .00 Due: 7 days prior to each event. |
| | Recurring Damage Deposit | \$ _____ .00 Due: 7 days prior to each event. |

First Fees Received: Damage Deposit \$ _____.____ Date: _____
 Total Rental Fee \$ _____.____ Date: _____

THEREFORE THE PARTIES DO AGREE TO THE FOLLOWING:

Blackmud Creek Community League agrees to provide the renter access and use of the facility in accordance with the details outlined above and with the attached Terms and Conditions.

I hereby acknowledge that I have carefully read the above, all statements are true, and I did receive a duplicate copy of this agreement this _____ day of _____, 20____.

THIS AGREEMENT EXECUTED on behalf of:

BLACKMUD CREEK COMMUNITY LEAGUE

RENTER

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Renter Contact Address:

Phone: Res. _____

Bus. _____

E-mail: _____

Terms and Conditions

1. RENTAL

- 1.1. The RENTER agrees to provide the LEAGUE with a separate damage deposit and rental fee for each rental date in the form of cash or cheque received and dated 7 days prior to each event, and in accordance with the dates stated on page 1 of this agreement.
- 1.2. The RENTER agrees to pay the LEAGUE an additional rental rate of \$50 for every half hour of occupancy after the expiry of each rental period stated on page 1 of this agreement.
- 1.3. If the RENTER fails to use the premises for a rental date specified on page 1, the LEAGUE may claim the entire damage deposit associated with that rental date as liquidated damages unless the RENTER has given the LEAGUE at least 10 days notice that it will not be using the premises on that date or the LEAGUE is able to re-rent the premises for that date.
- 1.4. Subject to any Clause of the agreement that authorizes the LEAGUE to deduct money from a damage deposit, the LEAGUE will return all of the damage deposits to the RENTER within 14 days of the final rental date.
- 1.5. In the event of dangerous inclement weather, the LEAGUE has the authority to cancel a rental date. Conversely, if inclement weather prevents the RENTER from using the facility efforts will be made to reschedule the rental within two weeks of the original date. Should a suitable time and date not be available the rental fee will be refunded.
- 1.6. The rental of the rink only includes the use of the skate shack during the winter and during the hours that the skate shack is staffed.

2. FACILITY CARE AND CONDITION

- 2.1. The RENTER and the LEAGUE representative will conduct an inspection of the facility and equipment *prior to commencement* of each rental event and identify any damages or other conditions present. The RENTER and the LEAGUE representative will conduct a second inspection *following* each rental event to identify any damages to the facility and equipment arising from the RENTER'S event. The BEFORE / AFTER RENTAL INSPECTION CHECKLIST attached to this agreement will be used for this purpose.
- 2.2. The RENTER shall remove all garbage and clean the premises immediately after each rental date. The RENTER further agrees to abide by any additional requirements regarding facility condition and care attached to this agreement. If the RENTER fails to comply with this Clause and any additional requirements, the RENTER agrees that the LEAGUE may deduct from the damage deposit the cost of doing the cleaning and performing other remedies at the rate of \$ 50 per hour.
- 2.3. Only masking tape or other tape that does not damage a surface may be used by the RENTER when hanging decorations. The use of nails, pins, tacks or other hangars that will damage surfaces are prohibited. Any decorations that the RENTER puts up in the rink must be taken down after each function, with no pieces of tape left behind. The renter is responsible for bringing a ladder or other equipment required to hang decorations.
- 2.4. The RENTER shall report all damage or difficulties in the use of the facility as soon as possible to the Blackmud Creek Community League representative.

3. RENTER'S RESPONSIBILITY

- 3.1. The maximum total capacity of the premises for the purposes of the RENTER's use is 100 people. The RENTER agrees to ensure that this capacity is not exceeded.
- 3.2. Strictly observe public event laws of the Province of Alberta, obtain the necessary, and comply with conditions specified in any event permits.
- 3.3. Assume full responsibility for the discipline of members and guests and others who may be in attendance and to see that orderly conduct is maintained both inside and in the immediate

vicinity of the facility. The RENTER agrees to ensure that no prohibited substances or alcohol are allowed inside and in the immediate vicinity of the facility. The RENTER agrees to ensure that no smoking occurs inside and in the immediate vicinity of the facility.

- 3.4. Restrict use of the facility to the purpose stated on Page 1 of this agreement (Description of Function) and not permit the use of the facility for any other purpose without the prior, express and written consent of the LEAGUE or the LEAGUE'S representative.
- 3.5. Not to use the facility in any manner that will increase risks covered by insurance on the facility and result in an increase in the rate of insurance or a cancellation of any insurance policy.
- 3.6. Not to assign or sublease the facility, or any right or privilege connected with the facility, or allow any other person except agents and employees of the RENTER to occupy the facility or any part of the facility without first obtaining the written consent of the LEAGUE. Consent by the LEAGUE shall not be consent to a subsequent assignment, sublease or occupation by other persons. Any unauthorized assignment, sublease, or licence to occupy by the RENTER shall be void and shall terminate this lease agreement at the option of LEAGUE.
- 3.7. Not to keep, use or sell anything prohibited by any policy of fire insurance covering the facility, and shall comply with all requirements of the insurers applicable to the facility necessary to keep in force the fire and liability insurance.
- 3.8. Not to allow any waste or nuisance on the facility or use or allow the facility to be used for any unlawful purpose according to bylaws of the City of Edmonton and laws of the Province of Alberta and the Dominion of Canada.

4. LIABILITY AND INDEMNITY

- 4.1. The RENTER agrees that it will indemnify and save harmless the LEAGUE, the Edmonton Federation of Community Leagues and the City of Edmonton from any and all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.
- 4.2. The LEAGUE shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the facility by the RENTER, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the facility during the term of this lease agreement or any extension of such term.

5. INSURANCE

- 5.1. The RENTER shall obtain commercial general liability insurance coverage to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the facility. The insurance policy shall provide a minimum coverage amount of \$2,000,000. The insurance policy shall also provide coverage for contingent liability of the LEAGUE on any claims or losses.
- 5.2. The insurance policy shall be delivered to the LEAGUE on or before the date that the first RENTAL FEE BALANCE is due, per page 1 of this agreement.
- 5.3. If the insurance policy is not delivered to the LEAGUE, the LEAGUE is authorized to cancel the scheduled events and the LEAGUE will notify the RENTER by phone and/or e-mail per the information provided on Page 1 of this agreement.

By signing below, the RENTER acknowledges having read the contents of this agreement and the attached rink usage rules.

RENTER: _____ DATE: _____

Blackmud Creek Community League
Before / After Rental Inspection Checklist
Allard Outdoor Ice Rink

Before

- The rink ice surface or concrete surface is clean and tidy, and in reasonable repair.
- The boards are in good repair.
- The hockey nets are in good repair.
- The doors to the ice surface, the benches and penalty boxes are in good repair.
- The benches and penalty boxes are tidy, and in reasonable repair.
- There is no graffiti on the interior or exterior walls of the rink
- Walls are clear of materials such as decorations from previous rentals.
- The rink parking area is free of garbage.
- Noted preexisting damage:

I hereby agree with the above-noted report regarding the condition of the Blackmud Creek Community League (BCCL) Allard Outdoor Ice Rink on (date) _____.

BCCL Representative (print name)

Renter (print name)

BCCL Representative (signature)

Renter (signature)

After

- The rink ice surface or concrete surface is clean and tidy, and in reasonable repair.
- The boards are in good repair.
- The hockey nets are in good repair.
- The doors to the ice surface, the benches and penalty boxes are in good repair.
- The benches and penalty boxes are tidy, and in reasonable repair.
- There is no graffiti on the interior or exterior walls of the rink
- Walls are clear of materials such as decorations from previous rentals.
- The rink parking area is free of garbage.
- Noted preexisting damage:

I hereby agree with the above-noted report regarding the condition of the Blackmud Creek Community League (BCCL) Allard Outdoor Ice Rink on (date) _____.

BCCL Representative (print name)

Renter (print name)

BCCL Representative (signature)

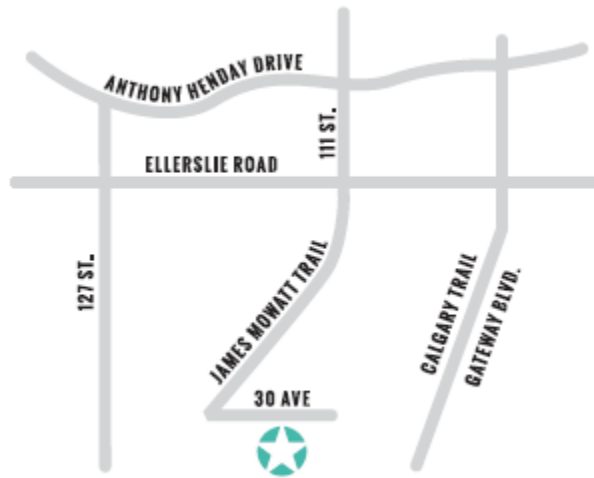
Renter (signature)

Allard Community Rink

General Rules

- 1) Have fun!
- 2) Use the rink at your own risk.
- 3) Helmet use is recommended for all skaters, and individuals playing sports such as hockey, floor hockey, and lacrosse.
- 4) All persons entering the rink are responsible for their own private property. The Blackmud Creek Community League will not be held responsible for lost, stolen or damaged property, and will not be held accountable for any accident or injury or death as a result of using the rink.
- 5) Skate attendant are provided for your safety during the winter. Failure to obey their instructions may result in the lost of your rink privileges.
- 6) In the winter, skates must be worn on the ice surface at all times.
- 7) No foul or abusive language at any time during your visit to the rink.
- 8) No rough play.
- 9) We recommend that skates are to be worn only on the ice and the provided protective matting.
- 10) Any outside equipment (other than hockey nets) may not be brought onto the ice surface.
- 11) No glass, food, beverages, or pets permitted in the rink.
- 12) No smoking is permitted on the premises.
- 13) Absolutely no prohibited substances or alcohol are permitted on the premises.
- 14) Be courteous to those around you. No racing, speed skating, jumping, skating backwards, or weaving across traffic is allowed at any time while on the ice if other people are present and these activities have the potential to endanger their safety.
- 15) No chipping/throwing ice.
- 16) No chain skating. Only two people may join hands while skating.
- 17) No sitting on boards.
- 18) In the event of an injury to yourself or anyone around you, notify the rink attendant immediately (in the winter). In the event of an emergency, contact 9-1-1.
- 19) Do not carry any babies or small children while you are skating.
- 20) Obey all posted rink notifications. No skating or trespassing while the rink is closed.
- 21) The Blackmud Creek Community League has the right at any time to expel anyone for a violation of rules.
- 22) Admittance to the rink will be monitored to a maximum capacity.
- 23) All lighting and music, or any other sounds broadcast by any form of speaker or loud-speaker, shall cease by 10:00pm and, in no event, shall music or other sound broadcasts be so loud as to cause unreasonable interference with nearby residences.
- 24) The Blackmud Creek Community League has the right to shut down the rink at any time. The rink will be closed during inclement weather such as heavy snow, rain or hail.

Location of Allard



Location of Rink Within Allard

