

Facility Rental Agreement between:

	Dunmore Community Association 1053 7 <sup>th</sup> Avenue Dunmore Alberta, T1B 0J7 <i>The "Operator"</i>	
And		
	The "Renter"	-
Renter's Name:		
Event Date & Time:		
Mailing Address:		
Phone Number:		
Email Address:		

Both parties agree to the following terms and conditions:

## 1) FACILITY USE GUIDELINES

- a) All persons entering the arena, located at 1053 7<sup>th</sup> Avenue Dunmore AB, is asked to act in accordance with the regulations and rules posted at the arena and forming part of this agreement.
- b) The Operator reserves the right to remove from the facility any person for a discretionary period of time with cause. Rowdiness, horseplay, foul language, physical violence, and other acts that disrupt others enjoyment of the event or compromises public safety will not be tolerated. Persistence in these acts will result in removal from the facility. Anyone found deliberately damaging the facilities will be responsible for repairs to those damages. Depending on the extent of damages, persons may also face suspension from the facilities and criminal prosecution at the discretion of Cypress County.



- c) Consumption or possession of alcohol is not allowed on the premises without prior approval and proof of valid liquor license. Renter must receive letter of permission from Cypress County to submit with liquor license application.
- d) Smoking, smokeless tobacco and drugs of any kind are not permitted on the premises.
- e) The Operator will not be held responsible for loss or theft of articles in and on the facility property.

# 2) FACILITY ETIQUETTE AND RULES

- a) Please leave the ice promptly at the end of scheduled ice times
- b) Remove all pucks, cones, and other items from the ice surface at the end of scheduled ice time.
- c) All garbage must be collected, and the facility returned to the state in which you received use of it.
- d) Absolutely no abusive language or actions towards OPERATOR members or facility patrons will be tolerated.

# 3) RULES FOR SKATING-SPECIFIC BOOKING

- a) Everyone under the age of 18 must wear a helmet while on the ice surface. NO EXEPTIONS.
- b) If dividing the use of the ice surface during your booking, the far (south) side of the ice is for shinny use. Nets are to be placed so game runs across the width of the ice.
- c) Ask anyone passing puck/ring to use the center ice area, to keep sticks and pucks out of the skating area. Please use your discretion.
- d) The near (north) side of the ice surface is for skating.
- e) Users are asked to be courteous and look out for other skaters. They may be asked to leave if they are endangering others.
- f) Keep skates on the rubber mats or cover the blade with skate guard outside the ice area.

# 4) RULES FOR EVENT-SPECIFIC BOOKINGS

- a) The facility may be rented for weddings, family reunions, fundraisers, and other gathering-oriented events.
- b) The Renter acknowledges that adjoining facilities (park, ball diamond, walking paths) are accessible to the public and privacy may not be ensured.
- c) Access for set-up and take-down may be negotiated.
- d) Vehicles are not permitted inside the facility at ANY TIME or for ANY REASON
- e) A temporary access code to the Sunrise Skate Shack which is heated will be provided to you as part of your rental.
- f) The Renter is responsible for to clean the bathroom(s) after the event.
- g) Garbage must be bagged and placed in a neat pile to be collected immediately after your event. If additional garbage pick-up is required, fees will be assessed.



h) Tables and chairs are NOT included in the facility rental. You may rent these items from us separately, and all terms regarding their use will be outlined in the Furniture Rental Agreement.

# 5) FACILITY RENTAL AND FEES

- a) Booking requests shall be made via the Dunmore Community Association website or by emailing your request to dcadirectors@gmail.com and may take up to 7 business days to process.
- b) Payment shall be made in full and rental agreement shall be completed in full before access to the facility will be granted.
- c) All ice time will be rented in 60-minute blocks. Each group will be responsible for the use of the ice from the start to the end of their block.
- d) Ice resurfacing is completed by volunteers on an as-available schedule so ice surface will be as-is.

Facility Rental Rates: \$65.00 per hour \$400 per day plus \$200.00 damage/cleaning deposit

## 6) RENTAL CANCELLATION POLICY

a) Cancellations made twenty-four (24) hours or less before the start of the scheduled event will be non-refundable. Should the facility staff assess that the facilities are not suitable for use you will receive a full refund. Unpredictable, unexpected, or extreme situations will be taken into consideration for cancellation deadlines (i.e., weather)

## 7) RENTERS BOUND BY AGREEMENT

- a) Rental of the facility constitutes Renter's acceptance of the terms and conditions of this agreement The Renter assumes full responsibility for any damage caused in connection with the event and for the actions of those who attend the event. If a corporation or entity is renting the arena, an officer or agent of the corporation or entity must be designated on the application as the responsible person for the rental; though doing so does not limit the liability of the corporation or entity for the rental or what occurs during the event.
- b) The Renter agrees to assume responsibility for the orderly conduct of its own members and their invitees and ensure compliance with all Federal, Provincial and Municipal bylaws, regulations, and policies. Failure to do so may result in cancellation of rental agreement and future rental privileges may be revoked.
- c) The Renter agrees to indemnify and hold harmless the Dunmore Community Association, Cypress County and its employees and agents against all and any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any negligence or acts of omission of the renter during use of the facility/property, save and except to the extent of such loss, damage or injury as caused or contributed to by negligence of the Operator. The



Operator is not responsible for personal injury or damage or for loss of personal items or equipment of the Renter or anyone attending the Renter's event.

- d) The Renter agrees to assume responsibility for all damage to the premises and/or equipment, and for any personal injuries caused while renting or using the facility/property.
- e) A Renter may not sublet the arena, nor may the application or rental privileges be transferred or assigned.
- f) Obtaining proper event liability insurance is the responsibility of the Applicant.

# 8) **RESPONSIBILITIES**

- a) Any person(s) renting the facility must be 21 years of age or older.
- b) The Renter is responsible for the supervision of my group; I am responsible for any damage incurred to the property. I am responsible for stolen items, or any other item that belongs to the Dunmore Community Association. I am responsible for the cleaning of the facility after use. I am also responsible for making sure the facility is restored to its state in which it was rented.
- c) The Renter will ensure no cars are driven and/or parked in the EDF Outdoor Recreation Centre.
- d) Consumption of alcoholic beverages is prohibited within the facilities without being pre-approved and showing proof of a valid liquor license. Persons observed consuming alcohol within the facility outside these conditions will be asked to leave and are subject to arrest.
- 9) **IN WITNESS THEREOF,** the parties hereto have hereunder set their respective hands the day and year written below.

Renter (signature)

Date

Operator (signature)

Witness (signature)

Date