

TOWNSHIP OF JOHNSON

1 Johnson Drive, PO Box 160 Desbarats – Ontario – P0R 1E0

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Ice Rental Agreement

between

The Township of Johnson

Herein called the **Lessor** of the First Part

and

Name:

Organization:

Address:

Phone:

Herein called the **Lessee** of the Second Part

The parties agree that the Lessor will provide ice time to the Lessee upon the following terms and conditions.

1. Commencing on _____, the ____ day of _____, 2008 and continuing every _____ and _____ until _____, the ____ day of _____ 2009 inclusive for ____ hour period during the hours of _____ to _____.

Exclusions: _____

2. Rental Rates

- a. That the rental fee per hour prime time shall be \$100.00, including taxes.
- b. That the rental fee per hour non-prime time shall be \$80.00 including taxes

Special Rates

- c. All parties that contract for more than 20 hours of ice time before July 15th will receive a 10% discount.
- d. After July 15th, all contract time that exceed the initial 20 hours will be charged at prime time \$90/hour or non prime time \$75.00.

Bonuses

- f. For every hour of ice rental, individuals/groups may rent the upstairs hall* concurrently or consecutively for \$10.00/hr. if available. (* not including kitchen)
- g. For every 50 hours of ice rental, individual/groups will be provided with 5 hours of free hall rental with full kitchen.(a one time booking)

3. Booking Policy

Once a date has been booked, the date will be held for **72 hours** to enable the lessee to complete an Ice Rental Agreement and to pay the applicable deposit. A **deposit** or full payment for each rental period must be made prior to the rental. In the event a deposit or full payment is not made prior to the time of rental, the Lessor reserves the right to prevent or restrict the Lessee from use of the ice for the period of rental, however, this does not release the Lessee from his/her liability for payment of the ice rental. The amount of the deposit required will be the lesser of the total rental agreement,(or) 1 hour of regular scheduled use, (or)

1 day of a week long event.

4. Cancellation Policy

The notice to the Lessor is required to cancel any ice rental.

- **72 hours** before a regularly scheduled activity

- **14 days** prior notice for a special week long event.

Failure to comply with this term does not release the Lessee from his/her liability for payment for the ice rental. Weather related cancellations will not be subject to a charge. “Weather related” will be those conditions for which a travel advisory is issued.

5. It is agreed and understood that if the ice time reserved is required for a curling bonspiel or a hockey tournament, an alternate time suitable to both parties will be provided.

The Lessor will give two weeks notice prior to any changes.

6. That all rentals are based on a '**50 minute hour**', unless otherwise arranged with the Lessor, to allow for the flooding, scraping or cleaning of the ice surface. During the flooding, scraping and cleaning of the ice surface, all persons must stay off the ice surface until such time that the resurfacing unit has left the surface and the nets are in place.

7. The Lessee is to be allowed the use of one dressing room, unless otherwise arranged with the Lessor. All rooms must be vacated and left in a clean and orderly manner within 30 minutes after completing the ice rental. **The Lessee will be held responsible for any costs incurred for clean-up or repair.**
8. The Lessee is solely responsible for asking the Arena Manager for a key to ensure the dressing room is locked during the ice rental. The Lessor is not responsible in any way for any lost, stolen or missing property.
9. The Lessee agrees to notify all persons making use of the said rental of these terms and conditions and accepts full personal responsibility for compliance with the same.
10. The Lessee is bound by and accepts the correctness of all invoices sent to him unless within 30 days from delivery the Lessee notifies the Lessor in writing of any such discrepancy and to which discrepancy the Lessor agrees .
11. The Lessor shall not be responsible in any way for any loss, injury or damage to any person or property of any person on the premises, whether or not arising from any acts, omissions, whether negligent or not, of the Lessor, its employees, servants or agents. The Lessee will indemnify and save harmless the Lessor, its employees, servants or agents from all claims, damages and liabilities arising out of the rental.
12. The Lessor covenants to use its best efforts to provide an ice surface and related facilities suitable to the Lessee for the time periods contracted for but in the event the Lessor is unable to do so as a result of mechanical failure or some other cause or causes over which it has restricted control, the Lessor shall not be liable to the Lessee for any damage of whatever nature or type, arising as a result of its inability to provide the facilities herein contracted for.
13. The terms hereof shall be binding upon the parties, their heirs, executors and assigns and where the context so requires the words in the singular shall be substituted for the plural and vice versa and the words importing the masculine gender shall be substituted for the feminine or neuter genders are required and vice versa.
14. The Lessee acknowledges that he/she has read and understands all the terms of this agreement and is entering into this agreement voluntarily and has been provided a copy of the agreement.

DATED AT DESBARATS, THIS _____ DAY OF _____ 2008

LESSEE (authorized to bind or lease)

TOWNSHIP OF JOHNSON (Lessor)

Print Name & Group

Print Name

Signature

Signature

Witness

Witness

ICE RENTAL RATES

Prime Time:	Mon to Fri 4:00 p.m. – 10:00 p.m.
\$100.00/hr	Saturdays 8:00 a.m. – 10:00 p.m.
Non-Prime:	Weekdays 8:00 a.m. – 4:00 p.m.
\$80.00/hr	Sundays 8:00 a.m. – 10:00 p.m.