

**HST #87070 0333RT001**

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## Ice and Floor Terms and Conditions

### FACILITY RENTAL AGREEMENT

#### 1.0 Agreement Statement and Scope

This Agreement encompasses the following Policies:

- Recreation Facility Booking Policy – Policy Number CSD-2015-02
- Facility Cancellation Policy – October 1, 2017 (modifications outlined below due to Covid-19)
- Sport Facility Allocation Policy – Policy Number CMS-2016-01

I understand that by signing this document, I am subject to the above-noted policies.

#### 2.0 Definitions

- 2.1 Rental - a contract/permit that has been confirmed and paid for a specific day and time
- 2.2 Time Slot – a specified rental period e.g. 1 hour of ice time, two hours for a soccer field
- 2.3 Cancellation Request – a written request received by the Facility Booking Office
- 2.4 Regular Season or Session – a specified period of time the program activities occur throughout the year
- 2.5 Rental Transfer – a date change for the same activity based on availability.
- 2.6 The County of Brant means The Corporation of the County of Brant.

#### 3.0 Amendments, Cancellations, Transfers

- 3.1 The County of Brant may cancel ice time at any time in the event of tournaments, play-offs, and special events. In cancellation situations, the County of Brant shall, whenever possible, notify the Lessee or designated contact for the Lessee, seventy-two (72) hours prior to the said cancelled time. Such cancellation notice may be verbal (e.g. telephone) or written (e.g. email) depending on circumstances.
- 3.2 The Lessee shall submit in writing a cancellation request.
- 3.3 All Lessees will be charged a \$15.00 administration fee (after the October 15 deadline) for **each hour or part thereof** cancelled in their contract Example: If 6-10 pm is booked and 8-10 pm is cancelled a fee of \$30.00 will be applied \$15 x 2 hours. In the case of adverse weather conditions, facility rental time may be cancelled with no penalty. The County retains the sole discretion to determine whether the weather conditions are sufficiently adverse to qualify for cancellation without penalty.

# The County of Brant

Community and Protective Services Department – Facility Booking Office

944 Powerline -Rd., Paris, ON N3L0B2

Telephone (519) 442-1944 Toll Free 1-888-850-2066 Fax (519) 442-5325 / Web Page - www.brant.ca

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In addition to the above information, for the period of October 15 – February 15 of each fall/winter season, Minor, Junior and Regional Lessees will be charged 50 percent of their rental time costs for any rental time cancelled, unless it can be re-sold and/or the cancellation is due to a Provincial Order.

- 3.4 Lessees other than Minor and Junior groups are allowed a 10 percent return of rental time for the season based on contracted hours for the season. Example: 1 hour for every 10 hours booked.

Lessees will be charged 100 percent of the ice time costs for any further ice time cancelled unless it can be re-sold. This also applies to all Lessees for spring/summer ice time.

- 3.5 No cancellations are permitted for ice booked at reduced or discounted rates. Example: last minute ice bookings.

- 3.6 Any Lessee regularly turning back/not using rental time will have their allotment of time reviewed before the next applicable rental season.

- 3.7 Any cancellations caused by storms, floods, power failures, acts of God, business interruptions caused by mechanical failure of the County of Brant's equipment, pandemics, including COVID-19 will be considered unavoidable and the Lessee will not be charged for cancellations of this nature, nor will the County be held responsible for any losses, whatsoever, arising from cancellations for circumstances outlined in this section.

- 3.8 The subletting of ice by the Lessee is prohibited. All unused ice time must be returned to the Facility Booking Office for resale as a new rental contract.

- 3.9 The practice of occasionally transferring ice or trading ice between Lessees is acceptable upon notification and forwarding of the related schedule updates to the Facility Booking office.

- 3.10 If a cancellation occurs due to COVID-19, no administration fee shall apply. Lessees can re-schedule if time is available. Booked ice will be credited to your account upon cancellation.

- 3.11 Facility rental time may be returned to the County of Brant after a contract is signed due to insufficient registration or regular attendance is deemed to be a financial hardship on the Lessee, the situation will be evaluated by the Director of Facilities & Parks in his or her sole discretion.

Cancellation of a contract, in whole or in part, that includes a series of bookings and which does not meet the cancellation and refund criteria established in this Agreement must be approved by the General Manager of Community and Protective Services and/or Corporate Services. A negotiated cancellation fee will be applied at the sole discretion of the General Manager of Community and Protective Services.

## 4.0 Tournaments / Special Events (Cancellation)

- 4.1 Indoor Tournaments will be charged 50% for any facility rentals including room bookings that are cancelled, in whole or in part, once the booking has been confirmed, unless it can be re-sold. If the cancellation notice for a booking,

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either in whole or in part, is less than 30 days prior to the tournament, 50 percent of the rental fees will be charged regardless of whether it is resold.

- 4.2 Special Event rentals will be charged 25 percent for any facility rentals that are cancelled in whole or in part, once the booking has been confirmed. If the event is cancelled 60 days or more in advance, a cancellation fee of \$15 will apply. If an event is cancelled due to inclement weather, an opportunity to re-schedule will be offered at no charge.

### 5.0 General Terms and Conditions - Ice Rental Contracts

- 5.1 In order for the specific Parks and Facility Manager/Supervisor(s) and the Facility Booking staff to effectively serve their customers, all Lessees are asked to select one primary and one secondary representative to serve as liaison between the County of Brant and the Lessee. All communications between the Lessee and the County of Brant should, at all times, be channelled through the Lessee's primary representative and in the alternative, the secondary representative.
- 5.2 All Lessees renting ice on a weekly basis at a County of Brant facility shall be required to sign an Ice Rental Contract outlining the conditions of their ice rental permits.
- 5.3 A copy of the Lessee's Certificate of Insurance shall be submitted for review and approval by the County prior to the ice season.
- 5.4 A copy of the approved Provincial Sports Organization and/or individual organization's Return to Sport Plan /Protocols must be provided to the County of Brant prior to the first booking.
- 5.5 All Lessees must have all participants self-screen through the COVID-19 Screening QR code prior to attending a County of Brant facility.
- 5.6 A one-hour ice rental is based on fifty (50) minutes of ice time and ten (10) minutes for ice maintenance. Slight modifications may be required on occasion to ensure capacity numbers established by the Province of Ontario due to Covid-19 are adhered to. Lessees causing damage to the ice surface shall have their ice time reduced to accommodate the necessary repair work by maintenance staff.
- 5.7 All Lessees renting ice will ensure that no one shall be on the ice during the operation of the ice-resurfacing machine and shall remain off the ice until the maintenance staff is off the ice and the gate is closed. Continued infractions may result in the Lessee's ice contract being suspended for two weeks for a first infraction, one month for a second infraction and if applicable, ice cancellation for the balance of the year and possibly the following year. No refunds will be provided for suspended periods. Lessees acknowledge and agree that they waive any and all claims for the suspended periods.
- 5.8 Lessees, including their invitees, guests spectators and participants participating in illegal activities or prohibited behavior in the facilities shall receive a warning letter for their first infraction; have their ice contract suspended for 2 weeks for the second infraction; have their ice contract suspended for one (1) year for a third infraction. All levels of discipline will be kept on file for one year from the date of the last infraction. Continuing infractions may lead to the

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refusal of further contract applications.

- 5.9 The Smoke Free Ontario Act designates all municipal buildings as smoke free. The group/organization shall ensure that smoking in the Facility is not permitted.
- 5.10 The County of Brant 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 Lessees to get a key for their assigned room and to ensure that the dressing room door is locked or supervised while they are on the ice. Lessees assume all responsibility for their organization's equipment, goods and chattels.
- 5.11 The Lessee shall be responsible for all damages caused to the building, grounds, chattels and equipment belonging to the County of Brant, as a result of malicious damage or acts of vandalism as may have been perpetrated by members of the group before or after the rental period. Any repairs that are required as a result of damages will be invoiced to, and be the responsibility of, the Lessee and must be paid in full. Failure to pay the invoice forthwith may result in the ice contract being suspended until paid and future requests being denied. Frequent damages by any Lessee shall result in having their ice-renting privileges revoked.
- 5.12 All Lessees are responsible to adhere to the Respect & Responsibility Policy.
- 5.13 The Lessee agrees to observe, comply with, keep and enforce all applicable laws and regulations, all insurance and related documents, and all rules, regulations and by-laws of the County of Brant and all departments, including but not limited to the Police and Fire Departments, as well as all provincial and federal rules and regulations, including but not limited to, those affecting sanitation, health, fire prevention, safety, noise and crowd control.
- 5.14 Depending on circumstances, the County shall require the Lessee to engage paid security or take other agreed-upon action to ensure appropriate security for the duration of a scheduled event.
- 5.15 The Lessee on behalf of its organization shall ensure that dressing rooms are vacated within thirty (30) minutes after the ice time ends. The Lessee agrees to leave the dressing room(s) in a clean condition. Lessees that fail to vacate or leave the dressing room in a clean condition after their rental period will result in the Lessee's ice contract being suspended as per conditions in 5.8.
- 5.16 Electronic devices with cameras shall not be used in dressing rooms, washrooms or shower areas. Individuals wishing to video tape activities within the facility should contact the Facility staff prior to commencement. Please note some County facilities and grounds are under surveillance for security purposes.
- 5.17 In order to maintain the efficient scheduling of maintenance staff, ice floods and to ensure accurate communication of pad and room assignments to participants, the County of Brant requires that all Lessees supply ice use schedules and floor requirements prior to the ice season commencing.

Any schedule changes should be forwarded to the specific facility as soon as possible upon the confirmation of the schedule change.

The County of Brant reserves the right to accept or modify ice flood requests to ensure the achievement of

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operational efficiencies and pad coordination. Special floods for any reason need to be discussed with the specific Parks and Facility Manager/Supervisor(s) in advance to see if the request can be accommodated.

- 5.18 The County of Brant reserves the right to curfew any games to maintain the schedule submitted. It is the responsibility of the Lessees to inform the specific Parks and Facility Supervisor(s) or representative of any special requirements regarding curfews at the time the schedules are submitted.
- 5.19 In order to maintain facility hygiene, all participants will use paper towels/tissue on hand to wipe the face or blow the nose on the bench and throughout the facility and ensure tissues are properly disposed of in garbage cans. Spitting and blowing the nose without tissue is absolutely forbidden. Each participant should provide their own marked water bottle.
- 5.20 The Lessee agrees to defend, indemnify and save harmless the County of Brant, its elected officials, officers, employees, and agents/contractors from and against any and all actions, causes of action, suits, claims, demands, costs, damages, expenses or losses which they may bear, suffer or be put to arising out of or in any way connected with this agreement, and the use of the County of Brant facilities.. This indemnity shall survive this agreement.

### 6.0. Ice Rental Fee

- 6.1 All Lessees renting ice in the County of Brant arenas shall be charged the applicable rate in the Fees and Charges By-law as approved by Council. Rate increases become effective on April 1<sup>st</sup>.
- 6.2 Any Lessee that has an outstanding balance for ice rental fees prior to the start of a new ice season shall not be allowed any ice-time until the account balance is paid in full or other payment arrangements have been made with the Director.
- 6.3 Any Lessee with a documented history of poor payment, history of regular cancellations or “no- shows”, will have their ice time request(s) reviewed and may be pre-empted by other groups.
- 6.4 The County of Brant arenas shall generally be closed to the public, for statutory holidays and days when the municipality is closed. Those dates are: Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, New Year’s Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day and Civic Holiday unless otherwise directed. On Christmas Eve and New Year’s Eve, facilities will be closed at 12 noon and rentals limited to booking no later than 11:00 a.m.

Rentals approved by Parks and Facilities Manager/Supervisor(s) and if applicable staff resources can be scheduled, which are held on a statutory holiday or on holidays declared by Council of the Corporation of the County of Brant shall be charged the approved hourly ice time rate **plus** a surcharge of 45 percent of the applicable rental rate.

- 6.5 Any balance outstanding beyond thirty days from the date of billing will be assessed a late payment charge, at a maximum amount of 15 percent per annum or 1.25 percent per month charged on the first day of default and on the first day of each calendar month that the principle remains unpaid. Any outstanding account balance that has reached the (90) day notice and has had two letters sent to date will be required to be paid in full before another

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booking request can be processed. If financial hardship has been identified, user can request to be a delegation at Council for account balance review. Accounts after (90) days will become frozen. Once an account has reach (120) days the account may be sent for collection or added to property taxes.

6.6 It is recognized that from time to time, the Grand Erie District School Board and the Brant-Haldimand-Norfolk Catholic District School Board and the municipality may exchange the use of facilities. The use and availability of arenas may be subject to conditions outlined in the Fees Schedule, any joint use agreements with the respective Boards of Education and the ice allocation policy.

### 7.0 Tournaments and Special Events

7.1 Tournament and special events must submit their tournament playing schedules to the Facility Booking office fourteen (14) days prior to the tournament.

7.2 The tournament or special events chairperson or designate shall meet with the specific Parks and Facility Manager/Supervisor(s), or their designate, five (5) days before the tournament to ensure ice and facility use details are arranged and to ensure that information on needs are known.

7.3 For all tournaments or special events held October 1<sup>st</sup>, through to March 31<sup>st</sup>, ice time will commence no later than 8:00 a.m. on Saturday and Sunday. For tournaments held outside the above months, ice time will be coordinated with the Facility Booking Administrator to best suit tournament and arena staff shifts.

7.4 Tournament organizers are encouraged to build in additional time to accommodate any delays during the tournament time block due to unforeseen circumstances.

### 8.0 Additional COVID-19 Conditions

8.1 The Lessee acknowledges that COVID-19 is a current pandemic that is outside of the County's control. The Lessee acknowledges that future actions/orders may require the County to alter the terms and conditions of the permit and/or close County of Brant facilities. In no event shall the County be liable for any special, consequential, incidental or indirect damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of such alterations or cancellations.

8.2 The Lessee acknowledges and agrees that use of the County Facility permitted herein may include possible exposure to and illness from infectious diseases including but not limited to COVID-19. The County of Brant has put in place preventative measures to reduce the spread of COVID-19; however, the County of Brant cannot guarantee the Lessee will not become infected with COVID-19. Further, attending the County Facility could increase the Lessee's risk of contracting COVID-19. The Lessee acknowledges that entering County Facility carries with it certain inherent risks related to COVID-19 transmission which may include, but are not limited to: i) the risk of coming into close contact with individual(s) or objects that may carry COVID-19; ii) the risk of transmitting or contracting COVID-19 directly or indirectly, to or from other individual(s); and iii) injuries and complications ranging in severity from minor to catastrophic, including death, resulting from directly or indirectly from COVID-19 or the treatment thereof (the "Inherent Risks"). Further, the Lessee understand that the risks of COVID-19 are not fully understood, and that

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contact with, or transmission of COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks. The Lessee acknowledges the contagious nature of COVID-19 and the Inherent Risks, and hereby voluntarily accept and assume the Inherent Risks the Lessee may be exposed to or infected by COVID-19 by attending the County Facility and that such exposure or infection may result in risk of personal injury, illness, permanent disability, and death, or other losses and expenses. The Lessee knowingly and freely assumes all such risks, both known and unknown, and acknowledges and agrees that the indemnity provision above in Section 5.20 extends and applies to any cause of action related to COVID-19 or any other infectious diseases resulting from the Lessee or any of the Lessee's invitees, guests or participants in relation to or in connection with the Lessee's use of the County Facility. Further, the Lessee for itself and on behalf of its invitees, guests and participants hereby releases, covenants not to sue, and agrees to discharge, and hold harmless the County, its employees, volunteers, agents, and representatives, of and from the any and all actions, causes of actions, claims, demands for damages, loss or injury, accident or illness, including death, and property loss (the "Claims"), in any way related, directly or indirectly, to the risks assumed hereby..

- 8.3 The Lessee shall provide the County of Brant with information and any documentation supporting COVID-19 safeguards in place by the Lessee upon request by the County of Brant. The Lessee shall provide documentation satisfactory to the County of Brant that it is a permitted as an entity to use the County of Brant Facility in accordance with any applicable Provincial or other relevant legislation.
- 8.4 All Lessees, including any invitee, guest, spectator and participant of the Lessee, must review and adhere to the County of Brant COVID-19 Risk Mitigation Plan
- 8.5 The Lessee shall inform the County immediately of any patrons who have tested positive for COVID-19 within fourteen (14) days of visiting a County of Brant facility.
- 8.6 The Lessee acknowledges and agrees that while a County of Brant Facility is in use by the Lessee or any persons under the Lessee's care, the Lessee shall ensure any and all Public Health directives relating to COVID-19 are being strictly adhered to by the Lessee and all of the Lessee's invitees, guests, spectators and participants. The Lessee is responsible for ensuring all COVID-19 regulations, signage, requirements, rules and regulations are in place and adhered to, including any directives that may be issued from any entity that the Lessee may also report to (ie. a provincial or national organization if applicable).
- 8.7 The Lessee acknowledges and agrees that the County of Brant may at any time without notice amend or add additional requirements to this Agreement, which includes immediate termination of this Agreement on the basis of any Provincial Order that may impact the use of the County Facility. Upon receipt of any written notice, the Lessee shall forthwith comply with any and all newly amended, and/or additional terms as required by the County. Upon discovery of non-compliance with any term of this provision or any provincial order shall result in immediate termination of this Agreement and the Lessee's right to use the County of Brant Facility. The County of Brant shall not be responsible for any losses to the Lessee from any termination of this Permit.

I have read, understood and agree to rent the Facility on the Dates and Times and for the intended purposes as indicated, and to pay the fees and to ensure compliance with the Terms and Conditions contained herein and attached hereto.



# The County of Brant

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**Signature of Lessee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature – County of Brant:** \_\_\_\_\_ **Date:** \_\_\_\_\_