



## Ice and Floor Terms and Conditions

### FACILITY RENTAL AGREEMENT

1. This Agreement encompasses the following Policies:

- Recreation Facility Booking Policy – Policy Number – CMS-2025-04
- Sport Facility Allocation Policy – Policy Number CMS-2025-05
- Respect and Responsibility Policy – Policy Number CMS-2025-06
- Recreation Facility Cancellation Policy – Policy Number CMS-2025-03

I understand that by signing this document, I am subject to the above-noted policies. The Lessees(s) acknowledge that on the date of their event the most current version of any of the above policies will be applicable and is to be adhered to. The most current version of all policy can be found at [www.brant.ca](http://www.brant.ca)

2. Definitions

**Cancellation Request** – a written request received by the Facility Booking Office.

**Contract Booking** – refers to any permit that includes a regularly reoccurring booking within a recreation facility. This can include seasonal contracts within allocated sport seasons, or annually.

**Facility** – includes all indoor and outdoor recreation facilities at any County of Brant owned and operated designated site.

**Facility Booking Office** – means the Community Services Department, centralized booking location.

**Lessee** – entity renting space from the County of Brant, can be an individual, organization, or a business.

**Lessor** – County of Brant as owner/operator of rental spaces pertaining to this policy

**Rental** – a contract/permit that has been confirmed and paid for a specific date and time

**Regular Season or Session** – a specified period of time the program activities occur throughout the year

**One Time Booking** – means any booking that does not occur over multiple dates.

**Rental Transfer** – a date change for the same activity based on availability

**Time Slot** – a specified rental period e.g. 1 hour of ice time, two hours for a soccer field

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

3.1 Lessee(s) must be at least 18 years of age and must be in attendance for the entire event.

3.2 In order for the specific Facility 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.

3.3 A copy of the Lessee's Certificate of Insurance shall be submitted at least two weeks prior to the first date booked for review and approval by the County prior to the ice season or event date. If purchased through the County of Brant third party provider, it will be added to your permit at an additional cost.

It is the responsibility of the Lessee to ensure all information related to their event provided to the facility booking office is accurate and current. The lessee acknowledges that any inaccuracies to the provided information could result in termination of their rental or improper insurance coverage for their rental.

3.4 A one-hour ice rental is based on fifty (50) minutes of ice time and ten (10) minutes for ice maintenance. Modifications may be required on occasion to ensure facility runs in a timely manner. Lessees causing damage to the ice surface shall have their ice time reduced to accommodate the necessary repair work by maintenance staff. All County of Brant ice facilities will adhere to the following standards regarding ice maintenance and capacities for ice activities:

#### 3.4.1 Ice Maintenance based on activity:

- Thirty (30) minutes of additional ice maintenance for every 6 hours of hockey/ringette tournament play
- Thirty (30) minutes of additional ice maintenance for every 3 hours of hockey/ringette tryouts or sledge hockey
- Thirty (30) minutes of additional ice maintenance for every 4 hours of figure skating or speed skating. Depending on level of figure skating this is at the discretion of the facility operator/supervisor.

#### 3.4.2 Ice Capacity based on activity:

- Public Skate – 160 persons
- Beginner Skate – 85 persons
- All other on ice activities (games/practices) – 40 persons
- Training Sessions (including but not limited to power skating, drills & skills) – 30 persons

3.5 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.

3.6 Lessees, including their invitees, guests spectators and participants participating in illegal activities or prohibited behavior in the facilities shall be dealt with and consequences will be enforced as outlined in the Respect and Responsibility Policy. Consequences could include warning letter or contract suspension as outlined in the policy... All levels of discipline will be kept on file. Continuing infractions may lead to the refusal of further contract applications.

3.7 The Smoke Free Ontario Act designates all municipal buildings are smoke/vape free. The group/organization shall ensure that smoking and/or vaping is not permitted in the Facility and/or within 20m of the property boundaries.

3.8 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. Where applicable lessees must have a designate 18yrs of age or older sign out the assigned room key and are responsible for its return thirty (30) minutes after the ice time has ended to appropriate County of Brant staff.

3.9 The Lessee shall be responsible for all damages caused to the building, grounds, chattels or equipment belonging to the County of Brant, as a result 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 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 or significant damages by any Lessee shall result in having their ice-renting privileges revoked.

3.10 All Lessees are responsible to ensure its organization and its participants adheres to the Respect & Responsibility Policy.

3.11 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.

3.12 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.

3.13 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.

3.14 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 3.6.

3.15 Digital recording devices/cameras are not to be used in dressing rooms, washrooms, shower areas (or other spaces with assumed privacy as a result of how the space is being utilized). If staff receive concerns regarding video taping/pictures being taken staff reserve the right to ask anyone on the facility property to discontinue their actions or to have them removed from the facility. If you wish to video tape/capture photos for professional or streaming purposes prior consent from County staff must be received and any requested documentations, permits and/or payment of fees. Please note some County facilities and grounds are under surveillance for security purposes.

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

3.17 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 Facility Supervisor(s) or representative of any special requirements regarding curfews at the time the schedules are submitted. Lessees should ensure enough time is booked for scheduled games that require no curfew.

3.18 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.

#### 4.0 Ice Rental Fee

4.1 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 annually on April 1st.

4.2 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 or their designate.

4.3 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.

4.4 The County of Brant facilities shall generally be closed to the public, annually, on statutory holidays, unless a minimum rental request for 6 hours is received and based on the ability to provide the services. Additional fees as outlined in the Fees and Charges by-law will be applied for any bookings on Statutory holidays. 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 are to be approved by Facilities Supervisor(s) and only 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 rate plus a surcharge of 2 times of the applicable rental rate.

Facilities could have additional closure dates not outlined above due to staffing capacity or required maintenance.

4.5 Any balance outstanding beyond thirty days from the date of billing may be assessed a late payment charge, at a maximum 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 outstanding account balance that has reached the 90-day notice and has had two letters sent to date will not be permitted to use Recreational Facility space or book additional space until payment is made in full or as arranged. If financial hardship has been identified, users can be referred to General Manager/Director or designate to discuss arrangements for payment

Accounts after 90 days will become frozen. Once an account has reached 120 days the account may be sent for collection or added to property taxes.

4.6 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.

## 5.0 Amendments, Cancellations, Transfers

5.1 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.

5.2 The Lessee shall submit in writing a cancellation request.

5.3 The Facility Booking staff shall attempt to re-schedule the event and amend the permit if possible.

5.4 The applicable cancellation fee will be applied and the refund request issued.

Refunds will be issued as per standard procedures of the Facility Booking Office.

5.5 In the case of adverse weather conditions, equipment/mechanical failures and/or inadequate facilities due to circumstances outside of the control of Community Services staff, all rentals will be cancelled and refunded in full, unless able to be rescheduled at a time suitable to the lessee. When the cancellation due to adverse weather is pertaining to a contract rental, the date will either be re-scheduled, or a credit will be put on the account to be reconciled at the end of the season. Where the Lessee cancels a rental due to weather, the Lessee shall be required to inform the Facility Booking Office of the cancellation within 3 days of the cancellation (72 hours).

5.6 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.

5.7 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

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

5.9 If facility rental time is returned to the County after a contract is signed due to insufficient registration or regular attendance is deemed to be a financial hardship on a group or individual, the situation will be evaluated by the applicable Director/Manager and or their designate and a fair cancellation fee will be determined.

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 policy must be approved by the department General Manager and/or their designate. A negotiated cancellation fee will be applied at the discretion of the General Manager and/or their designate.

#### **5.10 Contract Rentals**

5.10.1 Lessees will be charged the approved administration fee as set out in the fees and charges by-law (after the October 1 deadline, during Fall/Winter Ice Season) for **every hour** cancelled in their contract.

5.10.2 For the period of October 1 – February 15 of each fall/winter season, Minor, Junior and Regional groups will be charged 50% of their rental time costs for any rental time cancelled, unless it can be re-sold.

5.10.3 Lessees other than Minor, Junior and Regional groups/organizations are allowed a 5% return of rental time for the season based on contracted hours for the season. Example: 1 hour for every 20 hours booked. This also applies to all groups for spring/summer ice time. Groups/organizations will be charged 100% of the ice time costs for any further ice time cancelled unless it can be re-sold.

5.10.4 No cancellations are permitted for ice booked at reduced rates. Example: last minute ice bookings.

### 5.11 One-Time Rentals

5.11.1 All users will be charged the approved administration fee as set out in the fees and charges by-law for **every hour** cancelled.

5.11.2 Users will be charged 50% of their rental time costs for any rental time cancelled. If cancellation notice is received within 72 hours of the rental start time no refund will be provided.

5.11.3 No cancellations are permitted for ice booked at reduced rates. Example: last minute ice bookings.

### 5.12 Tournaments and Special Events

5.12.1 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 notices, in whole or in part, is less than 21 days prior to the tournament, 50% of the rental fees will be charged regardless of whether it is resold and the applicable administration fee will be charged as per the fees and charges by-law.

5.12.2 Special Event rentals will be charged 25% 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 as approved in the fees and charges by-law will apply.

## 6.0 Tournaments and Special Events

6.1 Tournament and special events must submit their tournament playing schedules to the Facility Booking office fourteen (14) days prior to the tournament. Any tournaments/special events not requested at the time of ice allocation may not be able to be accommodated into the facility schedules.

6.2 The tournament or special events chairperson or designate shall meet with the specific Facility 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.

6.3 For all tournaments or special events held October 1st, through to March 31st, 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.

6.4 Tournament organizers are encouraged to build in additional time to accommodate any delays during the tournament time block due to unforeseen circumstances. If tournament rules do not permit curfew of games, this must be noted on all requests and built into the allocated times for the event.

7.0 Health and Safety

7.1 The Lessee acknowledges that there are health and safety matters that are outside of the County’s control. The Lessee acknowledges that such health and safety concerns may require the County to, without notice, alter the terms and conditions of the permit, terminate this Agreement, and/or close County of Brant facilities. 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 or damages (including but not limited to special, consequential, incidental, direct, or indirect) to the Lessee from any alteration or termination of this Permit.

7.2 The Lessee is responsible to ensure any and all Public Health directives and provincial orders, as applicable, are being strictly adhered to by the Lessee and all of the Lessee’s invitees, guests, spectators and participants. Without limiting the generality of the foregoing, the Lessee is responsible for cleaning, sanitizing or disinfecting touch points.

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.

I, \_\_\_\_\_, representing \_\_\_\_\_

(Print Name)

(Name of group, organization)

have read and on behalf of the Lessee 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_

Signature of Lessee

\_\_\_\_\_

Signature of Lessor (County of Brant)