



qplex Summer Ice Rental Agreement and Policy



The following information is required by qplex Management to assist in the review and consideration of your request to use the facilities. It is very important that the information provided below is accurate and complete so that your request can receive maximum consideration. NO DATE WILL BE HELD UNTIL THE ICE USAGE REQUEST IS RECEIVED AND THE DEPOSIT OR PAYMENT IS SUBMITTED. Cancellation will be reflected with the loss of deposit.

Applicant: Name: _____

Team/Group: _____

Address:
(List mailing address if different)

City: _____

Postal Code: _____

Phone:

Home: _____

Cell: _____

Work: _____

Fax: _____

Email: _____

Insurance:

I have insurance (if you carry Commercial General Liability Insurance please provide a copy with the addition of the Town of Quispamsis as insured, you must have no less the \$5 million per occurrence against all claims for bodily/personal injury including and resulting in death and property damage)

- Proof of insurance is required no later than 8 weeks before rental date, insurance must remain in effect for the duration of the rental period.

I would like to purchase insurance from the Town of Quispamsis (see Facility User Liability Insurance Coverage rate chart and other documents on our website. www.quispamsis.ca)

- Purchase of the Facility User Liability Insurance coverage must be done at the time of booking if no other insurance is in place.

Date or Days of Week Requested / Please Specify

Date: _____

Time: _____ AM/PM To: _____ AM/PM

Date: _____

Time: _____ AM/PM To: _____ AM/PM

Date: _____

Time: _____ AM/PM To: _____ AM/PM

Date: _____

Time: _____ AM/PM To: _____ AM/PM

Date: _____

Time: _____ AM/PM To: _____ AM/PM

We acknowledge receipt of the summer ice rental policy for the qplex and agree to adhere to and be bound by the terms and conditions.

Date: _____

Signature: _____ (Authorized Person)

Approval

Upon approval of this request a signed copy of this form and an invoice will be sent to you.

Debbie Allen – qplex/Quispamsis Memorial Arena Manager

Date: _____

Signature: _____

The personal information gathered on this form is voluntarily provided by individuals. If provided, the information will be used or disclosed only for the purposes for which it was collected in accordance with the *New Brunswick Right to Information and Protection of Privacy Act*. If you have any questions regarding the collection and use of this information, please contact the qplex at (506) 848-5900.



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The following terms and conditions are acknowledged and agreed to by the Renter:

1. All rental times are NON TRANSFERABLE and the renter is not permitted to sublet facility time without qplex management prior approval.
2. If the ice condition is not considered in satisfactory condition by the Renter, the Renter must notify the Attendant immediately. In the event the condition cannot be corrected and the Attendant considers the ice unsafe for use, the ice time shall be canceled at no charge to the user.
3. Ice cleaning is normally done after each hour's use according to the master schedule and any variances from that schedule will be charged to the Renter.
4. Rates June 1st through September 30th: \$210 tax included
5. The Town of Quispamsis may not consider the application for acceptance unless a signed contract and deposit are provided at the time of booking. 50% (non-refundable) is required to confirm booking, 50% of the month's balance is required the 1st of each month, prior to ice time. We accept cash, cheque, debit, and credit card.
6. Rental of other rooms are in addition to the above rates and are subject to separate rental agreements.
7. Renter's wishing to charge admission fees must receive authorization in advance by the Town. It is also the Renter's responsibility to provide and pay for security if required by the Town. At the end of the allocated ice time, it is the responsibility of the Renter to clear the Arena of patrons.
8. The Town of Quispamsis reserves the right to cancel this agreement or any reserved/booked times upon notification, or by reason beyond the control of the Town of Quispamsis, (weather, power outages, ice conditions, mechanical failure, or any other unforeseen conditions). Any monies paid for cancelled times will be refunded or credited to your account.
9. Dressing rooms shall be vacated thirty (30) minutes following the ice rental. Dressing rooms must be returned back in the general condition found. Players are responsible to pick up their garbage and dispose of it in the garbage cans provided. The renter is responsible for returning the key – a replacement cost of \$10 per key will be billed to the renter if not returned. The Town of Quispamsis is not responsible for the security or loss of any articles in the dressing room.
10. Renter is responsible for any damage incurred to the facility or Town property/equipment because of any act or omission of the Renter or group represented by or affiliated with the Renter, your members, users, and invited guests. In the event of any damage, the Town of Quispamsis will make any repairs necessary and the Renter will be responsible for repayment to the Town of Quispamsis.
11. Rental of the facility is based on 60 minutes per hour. No one shall enter the ice until the ice resurfacers and staff have left the ice surface and doors are closed.
12. The Town of Quispamsis shall not be liable for any damage or loss of property brought into the facility in conjunction with the use by the group represented on the signed contract.
13. Renter agrees to follow and obey the Facility Rules outlined and to supervise and control all members of his/her group and to ensure that all members are aware of the rules and terms of this agreement.
14. The attendant on duty is in complete charge of the facility and his/her instructions are to be followed at all times.



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15. All renters are responsible to ensure the safety of their users. Without limiting the forgoing, this would include all users wearing CSA approved safety equipment.
16. The renter must delegate a responsible person to remove the nets and slide the nets against the boards once the resurfacers has completed 1 full turn on the ice.
17. The renter must supply their own scorekeeper if they wish to use the score clock.
18. As the Town has contracts with the canteen operators, giving those operators exclusive rights to sell food and beverages at each arena, no food or beverages may be served, sold or given away without prior approval of the qplex and QMA manager.
19. The following activities are not permitted:
 - A. Alcohol is strictly prohibited in dressing rooms and on the property. Ice users caught with alcohol on municipal property will have their ice times revoked.
 - B. Smoking is prohibited in all areas of the building and within 25 meters from all entrances and exits.
 - C. Any other activity that, in sole opinion of Town Staff or representative of the Town of Quispamsis deemed inappropriate.
20. Any breach of the terms of this agreement by the Renter or its members of his/her group (including invitees) may, at the Town's discretion, result in immediate termination of this agreement by the Town and forfeiture of any funds held by the Town of Quispamsis.
21. The Town may, but is not obligated to, abide by the following guidelines for suspension or termination of the agreement due to the behavior of the Renter or its members regarding breach of contract agreement or the facility rules and regulations.
 - A. 1st (first) Offense – Verbal Warning. Staff may issue a verbal warning. This verbal warning will be documented and kept on file.
 - B. 2nd (second) Offense – Written Warning. Renter will receive a written warning regarding its behavior or the behavior of its members.
 - C. 3rd (third) Offense – Termination of agreement.
22. The Renter agrees that any additions or deletions of rental times during the duration of the current ice season, the following contract agreement and signature will be binding

Insurance: Commercial General liability covering bodily injury or property damage occurring at or near the Home Arena or elsewhere as a result of the operation of League/Team (including engagement in all League games), at minimum amounts of coverage recommended by the owner.

Waiver: Notwithstanding any other term, the Renter agrees to protect, defend, indemnify and save the Town of Quispamsis harmless from all claims, actions, proceedings, fines or penalties, including any cost and expense incurred by the Town thereby, for loss, damage or injury, including death, to any person or persons and to any property arising in connection with the Renters use of the qplex or Quispamsis Memorial Arena as a result of any act or omission or negligence of the Renter or the group represented by or affiliated with the Renter named herein or their members, officers, employees, agents or contractors or any person who attends a function organized, permitted or approved by the Renter or anyone associated with the Renter.



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We acknowledge receipt of this operation and rental policy for the qplex and agree to adhere to and be bound by the terms and conditions.

PURPOSE OF USE: _____
(Youth hockey, adult league, figure skating, camp, etc)

Date: _____

Name: _____

Signature: _____

Title/Organization/Team: _____