

**FACILITY RENTAL AGREEMENT
TANTRAMAR VETERANS' MEMORIAL CIVIC CENTRE**

Facility Rental Terms & Conditions

Definitions:

“Applicant” means the person who makes an application to rent the Facility and who, once the application is accepted, accepts and agrees to the terms of the rental.

“Persons” means all others in the renting party who occupy the Facility or are present in the Facility during the time of rental.

“Facility” means ice surface, non-ice surface, lounge, mezzanine, lounge/mezzanine combination, meeting room of the Tantramar Veterans Memorial Civic Centre and any space outside of the Civic Centre building within property boundary, or any portion thereof.

“Occupancy” means the period of time the Applicant has rented the Facility and includes any period of time during which the Applicant and/or Persons are physically present at the Facility.

“Manager” means the manager of the Tantramar Veterans Memorial Civic Centre.

“Ice Rental” means the rental of refrigerated ice surface along with accompanying space, including the dressing rooms and seating area.

“Non-Ice Rental” means the rental of parts of the Facility other than the ice surface or arena floor that are available for rent (e.g. meeting room, lounge, or mezzanine)

“Arena Floor Rental” means the rental of the area floor (or non-refrigerated rink surface) and accompanying facilities, including the dressing rooms and seating area.

“Entire Facility Rental” means the rental of the entirety of the Facility.

“Daily Rental” means a period of time the Applicant has rented space in the Facility up to a maximum of 10 hrs.

“Hourly Rental” means a period of time the Applicant has rented space in the Facility up to a maximum of 4 hours, excluding Ice Rentals.

“Block User” means any Applicant that has in place a consistent and continual Ice Rental or Arena Floor Rental for an extended time period.

The Applicant agrees to abide by the rules and regulations stated below. All rentals are subject to the following conditions:

FINANCIAL

1. One hour of rental consists of 60 minutes.
2. Any rental charges shall be as provided in the Civic Centre Rental Fee Schedule established by the Tantramar Council. Any booking will be confirmed upon submission of a signed contract and payment unless other arrangements have been approved by the Manager.
3. All payments hereunder shall be made payable to the "Municipality Tantramar" 31C Main Street, PO Box 6191, Sackville N.B. E4L 1G6.
 - (1) Invoiced payments can be made by bank draft, certified cheque, debit or cash at the Municipal Office, 31C Main Street, Sackville, NB.
 - (2) Prepayments for individual bookings can be made by bank draft, certified cheque, or cash at the Tantramar Veterans Memorial Civic Centre, 182 Main Street, Sackville, NB.
4. In consideration with the Applicant entering this Facility Rental Agreement with the Tantramar Veterans Memorial Civic Centre, and as a condition of said agreement, the Applicant agrees to indemnify and hold harmless Tantramar, its agents, servants, and employees, for any and all claims, lawsuits or judgements that may come about as a result of any event or incident during the Occupancy. This indemnification shall include, and not be limited to, any settlements, judgements or awards by a court or a board of arbitration. This indemnification will also include costs for legal representation and out of pocket expenses incurred by Tantramar in connection with any action or defence necessary to protect itself under the terms of this agreement.
5. It is further agreed that Tantramar has the Absolute Right of Cancellation without liability if the Facility is unavailable for any reason.
6. When "less than" 230 people are attending a non-ice facility rental event there is no charge for tables and chairs. Any attendance over this amount, a rental charge for tables and chairs will be applied (refer to Fee Schedule for Facility Rentals).
7. Except as authorized in this rental agreement, no sale of refreshments of any kind shall take place during the Occupancy.

8. All charges shall be paid at time of booking, except in the case of performing rights where Tantramar shall estimate the amount thereof and the Applicant shall pay the estimated amount before the Manager's acceptance of the rental agreement. However, Block Users shall be exempted from the above and will be permitted 30 days from the end of the month of the usage of the Facility to provide payment.
9. In the case of any overpayment by the Applicant, the Manager shall take such steps as necessary to cause a refund to be made as promptly as possible.

CONDUCT

10. No objects or individuals are to be on the ice when the Zamboni is resurfacing the rink. This rule will be strictly enforced by Facility staff.
11. Helmets are mandatory for any person who steps onto the ice surface unless listed as an exception in the Tantramar Ice Skating Protective Helmet Policy.
12. Fireworks and pyrotechnics of any size or kind shall be strictly prohibited anywhere in, or around, the Facility.
13. The Applicant shall ensure that all exits, fire extinguishers, and pull stations are kept free from obstruction at all times during the Occupancy.
14. In the case of any event over 300 people, whether participants or spectators, security shall be the responsibility of the Applicant and the arrangements for same shall be approved solely by the Manager in advance. For 300 and over, two security personnel shall be required. For 1000 and over, 4 security personnel shall be required.
15. The Applicant shall be responsible for the conduct and supervision of all Persons during the Occupancy and shall ensure compliance with all rules and regulations.
16. The Applicant and all Persons shall take direction from rink personnel and comply with any such directions.

17. In addition to the conditions set out herein, any regulation, rule or direction posted in the Facility are incorporated herein and shall be complied with in the same manner and to the same extent as though they were specifically set out herein.
18. At all times during the Occupancy, the Applicant shall not and shall ensure that no Persons write, draw, nail, hook, tack, screw, staple, or tape any item onto any part of the building, fixtures, or equipment contained therein, which includes the walls, brick, glass, floor, ceiling, tables, and the insulated flooring system in the arena. Repair of any and all damage will be the sole responsibility of the Applicant, who must notify the Manager immediately of such damage.
19. Where any damage to the Facility has been noted, the Manager shall first notify the Applicant of the damage in writing and request the Applicant repair the damage promptly at their expense. If the Applicant fails to respond promptly to such request or delays in taking any action, the Manager shall obtain estimates of the cost to repair the relevant damage. The Manager then shall inform the Applicant of the cost and request payment in advance.
20. Where payment is not made pursuant to the previous clause, the Manager may, in his sole discretion, have the repair work done to their satisfaction and the cost thereof shall be recovered from the Applicant according to law.

GENERAL

21. The Applicant shall, if they wish to be served liquor or beer at the Facility, make the appropriate arrangements with the Manager. The *Liquor Control Act* (New Brunswick) and its Regulations, as well as any related rules or requirements of the Facility, must be strictly adhered to by the Applicant and any Persons during the Occupancy. The Applicant is responsible to check identification and ensure that all Persons at events where alcohol is served are at least 19 years old.
22. All items or material brought to the Facility by the Applicant or Persons shall be removed forthwith at the conclusion or termination of Occupancy of the premises and are present at the Facility entirely at the Applicant's or the Persons' sole risk.
23. The Manager may, in their sole discretion, may cancel a rental agreement where:
 - (1) the Facility is required for Tantramar purposes;
 - (2) the Applicant has misrepresented any circumstances surrounding their rental;

- (3) the Applicant attempted to transfer this rental agreement without prior approval of the Manager;
- (4) the Facility is not being used for the purpose or in the manner originally described by the Applicant;
- (5) there has been a breach of the Regulations posted in the Facility or set out herein;
- (6) the Facility requires technical or emergency repairs; or
- (7) the Facility is required to close due to weather conditions.

24. Where the Manager exercises their authority to cancel as set forth in the previous paragraph, the cancellation is effective immediately, but Manager shall endeavour to notify the Applicant as soon as possible thereafter by whatever means may be available.

By signing below, I, the Applicant, have read and understand the foregoing terms and conditions and agree to comply with them.

| | | | | |
|-------------------|--|--|---------------|--|
| Applicant: | | | TVMCC: | |
| Print Name: | | | Print Name: | |
| Title: | | | Title: | |
| Signature: | | | Signature: | |
| Date: | | | Date: | |
| Phone Number: | | | | |
| Email Address: | | | | |
| Date of Rental: | | | | |
| Time of Rental: | | | | |

Appendix A: Regular User Groups

I have read and fully understand the **Facility Rental Terms & Conditions**. I have also reviewed the current season's ice schedule on the Tantramar website and fully agree that the ice time allotted to the user group I am representing is correct.

It is hereby understood that the User Group is responsible for using the allotted time slots and if unable to use the time, is responsible for contacting bookings@TantramarNB.com with **5 business days notice**. Failure to do so will be the responsibility of the User Group to either pay for the ice time or contact other users to rent the time in question.

Should two parties trade ice times, Tantramar staff must be notified by both parties of any ice changes in writing to bookings@TantramarNB.com. Verbal notifications will not be recognized.

It is hereby understood that Tantramar will not be responsible for any loss of or damage to any equipment, facilities or material owned by the User Group or any injury or loss suffered by representative volunteers, staff and/or any persons participating in its services. Use of the Tantramar Veterans' Memorial Civic Centre storage facilities by the Applicant and individuals participating in its services shall be entirely at their own risk.

It is hereby understood that personal items, including personal equipment, will not be left unattended at the Tantramar Veterans' Memorial Civic Centre without written consent from the Manager or designate. Tantramar will not be responsible for any loss or damage of personal property suffered by volunteers, staff and/or any persons participating in the services of the User Group.

| | | | |
|---|--|--------|--|
| Name of User Group: | | | |
| Date and time of rental: (If applicable) | | | |
| Name of Signatory: (Please Print) | | | |
| Phone Number: | | Email: | |
| Date: | | | |
| Signature: | | | |

Appendix B: Non-Ice Rentals

I have read and fully understand the **Facility Rental Terms & Conditions**.

It is hereby understood that the User Group is responsible for using the allotted time slots and if unable to use the time, the User Group must contact bookings@TantramarNB.com with **5 business days notice**. Failure to do so will be the responsibility of the User Group to either pay for the ice time or contact other users to rent the time in question.

It is hereby understood that Tantramar will not be responsible for any loss of or damage to any equipment, facilities or material owned by the User Group or any injury or loss suffered by representative volunteers, staff and/or any persons participating in its services.

It is hereby understood that personal items, including personal equipment, will not be left unattended at the Tantramar Veterans' Memorial Civic Centre without written consent from the Manager or designate.

| | | | |
|-----------------------|--|------------------------|--|
| Name of User Group: | | Space Requested: | |
| Date & Time of Event: | | Date & Time of Rental: | |

Setup Requirements:

| | | | |
|--------------------------------------|--|--------|--|
| Name of Signatory: (Please Print) | | Phone: | |
| Date: | | Email: | |
| Signature: | | | |