



**CITY OF WELLAND
INTEGRATED SERVICES
RECREATION & CULTURE DIVISION**

**TERMS & CONDITIONS
For use of Arena**

Payment for rental of the facility shall be made prior to use. Fees will be charged according to the Schedule of Fees approved by City Council.

Regular Arena Users must make payment for rental of the facility by post-dated cheques according to the payment schedule as described on the permit **NO EXCEPTIONS**.

The Licensee shall indemnify and save harmless the City of Welland from and against all and any demands, liabilities, fees, charges, or royalties arising from this Permit.

If a fatality or critical injury occurs while your group is using the City of Welland property, please call 905.658.3152 and leave details of the accident along with a telephone number where you can be reached.

A critical injury is defined as:

- a) Places life in jeopardy
- b) Produces unconsciousness
- c) Results in substantial loss of blood
- d) Involves the fracture of a leg or arm but not a finger or toe
- e) Involves the amputation of a leg, arm, hand or foot but not a finger or toe
- f) Consists of burns to a major portion of the body; or
- g) Causes the loss of sight in an eye.

The Licensee, where applicable, shall obtain and maintain third party and general liability insurance covering all claims for negligence, nuisance, property damage and personal injury including death, arising out of the use of the facility. Such policy shall provide coverage in the amount not less than five million dollars (\$5,000,000.00) and shall include the Corporation of City of Welland as an additional insured.

The Licensee undertakes to abide by all applicable government regulations and conduct its affairs in strict conformity with the law and in such a manner as not to bring any disrepute on the Corporation of the City of Welland or in any way offend, annoy, or interfere with City employees, customers, or tenants.

Cancellation Policy:

- 1) The Licensee may NOT cancel confirmed Pre-season bookings. No Exceptions.
- 2) Commencing October 1st of each year, the Licensee may cancel a booking by notifying the City of Welland's Recreation & Culture Division if 20 business days notice prior to the actual date of initially booked is given.
- 3) The Licensee may cancel a tournament if the City of Welland's Recreation & Culture Division is given 20 business days notice prior to the actual date of use initially booked.

The Licensee may, ON OCCASION, and with mutual consent of the other organization and the approval of the City of Welland's Recreation & Cultural Division, exchange ice at no cost, to rectify an unforeseen scheduling problem.

The number of people engaged in this activity shall be limited to the number authorized on the permit.

The Licensee shall ensure that the contact person or designate will be the on-site supervisor and will at all times be in direct control of the activity/event. The licensee, if applicable, will provide a detailed list of officers.

The Corporation of the City of Welland reserves the right to cancel this permit at its sole discretion at any time without prior notice or warning. (i.e. resume control of the premises during a public emergency). The Licensee disclaims any recourse in the event of such cancellation and agrees to cease operations immediately upon being so directed by the Recreation and Cultural Services Division.

The Licensee shall not affix advertising or promotional signs or material to any surface in any manner without prior consent of the Recreation and Cultural Services Division.

Any deliberate damage that occurs to the facility by the Licensee, including patrons, visiting teams and guests of the Licensee, shall be paid in full by the Licensee.

The Licensee shall not make structural changes to the facility without written consent from the Corporation of the City of Welland.

The Licensee agrees to abide by City of Welland Policy #SER-001-002 'Consumption of Alcohol in the Arenas'.

The Licensee agrees to abide by City of Welland Policy #SER-001-003 'Affiliation Policy'.

Outdoor public places on municipal and regional properties are smoke-free under Regional By-law 112-2013.

During ice resurfacing operations, the Licensee shall ensure that no person is permitted onto the ice surface until the ice resurface gates are closed.

Amendments to permits must be signed by the permit holder.

All ice rentals are a 50 minute hour.

The undersigned has read and on behalf of the Licensee agrees to be bound by this Permit/License and the Terms and Conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this Permit/License on behalf of the Licensee and has sufficient power, authority and capacity to bind the Licensee with his/her signature.

Organization: _____

Signature: _____

Date: _____