



Agreement for the Rental of the Morrisburg Arena 2023-2024

For reservation information please contact:
Phone: 613-543-2673 **Email:** epalmerguindon@southdundas.com

Name of Applicant/Organization: _____

Address: _____

Email Address: _____ **Phone #:** _____

Rental Date (s): _____

Time From: _____ **Time To:** _____

Nature of Event: _____

Please describe all proposed activities: _____

IT IS THE RENTER'S RESPONSIBILITY TO HAVE A CELL PHONE AVAILABLE FOR EMERGENCIES. Emergency Address is 28 Ottawa St, Morrisburg.

2023 – 2024 Dates and Times Arena Not Available

Monday October 9, 2023 – Thanksgiving, All Day
Tuesday October 31, 2022 – Halloween, After 5:00pm
Saturday November 11, 2022 – Remembrance Day, All Day
Sunday December 24, 2022 – Christmas Eve, All Day
Monday December 25, 2022 – Christmas Day, All Day
Tuesday December 26, 2022 – Boxing Day, All Day
Sunday December 31, 2022 – New Year's Eve, All Day
Monday January 1, 2023 – New Year's Day, All Day
Monday February 19, 2023 – Family Day, All Day
Good Friday, Friday March 29th – All Day
Easter Sunday, Sunday March 31st – All Day
Easter Monday, Monday April 1st – All Day



1. TERMS OF AGREEMENT – INSURANCE REQUIREMENTS

All functions/events booked in Municipal facilities or on Municipal property require liability insurance. Insurance fees are in addition to the facility rental fee and are mandatory.

Will you be purchasing the Municipality of South Dundas Insurance? YES ___ NO ___

OR

Will you be providing your own certificate of Insurance? YES ___ NO ___

If yes, please select one of the following:

Proof of liability Insurance from the Applicants Homeowners or Tenant Package

This will extend the Applicant's liability to cover their own exposure. The homeowners policy shall provide Personal Liability Insurance issued on an occurrence basis for an amount of no less than \$2,000,000 per occurrence/\$2,000,000 annual aggregate for any negligent acts or omission by the Applicant.

The renter shall keep their property / assets insured. Failure to do so shall not impose any liability on the Municipality.

Any and all deductibles applicable to the below-noted insurance policy shall be the sole responsibility of the Renter, and the Municipality shall bear no cost towards such deductibles.

The Policies shown above shall not be cancelled unless the Insurer notifies the Municipality in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Municipality.

Policy # _____ Policy Term: _____

Company Name: _____

Name on Policy: _____



Applicant obtains their own Insurance

The Applicant shall at their own expense obtain and provide a certificate of insurance prior to rental of the facility. The policy shall include the following:

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$2,000,000 per occurrence, \$2,000,000 annual aggregate for any negligent acts or omissions by the renter. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; liquor liability; injury to participants; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability – Broad Form; cross liability and severability of interest clause.

Such insurance shall add The Municipality of South Dundas as Additional Insured with respect to the activities of the renter. The insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Municipality.

The renter shall keep their property / assets insured. Failure to do so shall not impose any liability on the Municipality.

Any and all deductibles applicable to the below-noted insurance policy shall be the sole responsibility of the Renter, and the Municipality shall bear no cost towards such deductibles.

The renter shall provide the Municipality with a certificate of insurance in compliance with the insurance requirements as stipulated in the agreement. The Policies shown above shall not be cancelled unless the Insurer notifies the Municipality in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Municipality.

1.2 INDEMNIFICATION:

The renter shall defend, indemnify and save harmless the Corporation of the Municipality of South Dundas, their elected officials, officers, employees and volunteers from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the renter, their officers, employees, volunteers, invitees, guests or others who the renter is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the applicant in accordance with this agreement and shall survive this agreement.



2. RULES AND REGULATIONS

1. Ice booked consists of **ONE HOUR** with 50 minutes of ice time and the remaining 10 minutes for resurfacing where applicable or **ONE and a HALF HOURS** with 80 minutes of ice time and the remaining 10 for resurfacing where applicable.
2. With the potential hazard during the Ice Resurfacing operation, the Licensee acknowledges and shall ensure that under no circumstance is anyone to be on the ice during ice resurfacing. All doors to ice surface will be kept closed until all re-surfacing work has been completed.
3. The Municipality 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 group, organization or individual to ensure that the dressing room door is locked or supervised while they are on the ice.
4. The Licensee shall be responsible for all damages caused to the building, grounds, chattels and equipment belonging to the Municipality of South Dundas, as a result of malicious damage or acts of vandalism as may have been perpetrated by members of the group or spectators 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 Licensee and must be paid in full. Failure to pay the invoice will result in their ice contract being suspended until paid. Frequent damages by any group, organization, or individual shall result in having their ice-renting privileges revoked.
5. The user group/organization shall ensure that dressing rooms are vacated within thirty (30) minutes after the end of the rental. The group/organization renting the arena is responsible for the condition of the premises and the contents. Please leave the facility the way it was found.
6. Ice time privileges shall be revoked by the Municipality for the following reasons:
 - Wilful damage
 - Any alcohol consumption
 - Abuse of staff
 - Smoking or Vaping
 - Use of drugs
 - Failure to manage or control spectators
 - Any other behaviour considered by the Municipality to constitute a public nuisance or a danger or threat to public safety



7. There will be no concessions or booths set-up in the lobby or arena area without consent of the Director of Parks, Recreation, and Facilities or designate.
8. The Licensee agrees to pay according to the payment schedule outlined, from the beginning of the ice season to the end of the ice season, with no right of cancellation except:
 - If the group/organization refuses to use the facilities due to unsuitable ice surface conditions provided and the Facility Manager or staff on duty is in agreement with this.
 - If the Municipality cancels ice due to holidays, safety concerns, mechanical breakdowns or weather conditions.

If the Municipality for any reason cancels this agreement, the group/organization has no claim or rights to any damages or reimbursement except for refund of fees where the Municipality concludes at its sole discretion to do so.

9. Any schedule changes should be forwarded to the Municipality as soon as possible upon confirmation of schedule change.
10. Any ice time granted for rental to your user group, as detailed on the present season's signed contract, must be paid for. It is at the user group's discretion to use the ice that is billed. If you cannot use one of your scheduled dates, you are responsible for informing the Municipality of the change if less than 7 days notice is provided of the change you will still be billed for the ice time.
11. A signed contract must be signed prior to use.
12. Proof of insurance will need to be provided to the Municipality on or before the first booking date listed in your contract. Your insurance must list the Municipality of South Dundas as an additional insured. If you do not have insurance, you can purchase insurance through the Municipality.

3. CHANGEROOM REGULATIONS

1. No smoking or alcohol: Evidence of smoking and/or alcohol in changerooms may lead to the direct cancellation of your rental.
2. Allocation time: Groups are entitled to the use of their changeroom 30 minutes before and 30 minutes after their rental period.
3. No cameras: The use of any kind of camera in changerooms is strictly prohibited.