

SEASONAL ARENA USE AGREEMENT FOR RECREATIONAL USERS

This use agreement is between

**TOWN OF CARSTAIRS
BOX 370
CARSTAIRS, AB T0M 0N0
(Owner)
-and-**

PREAMBLE

- 1.1 The Owner is the registered owner of the Arena.
- 1.2 The User is an individual or an incorporated organization within Alberta.
- 1.3 The User wishes to utilize a portion of the Arena under the terms and conditions contained in this Use Agreement herein; and
- 1.4 This Use Agreement is contemplated for use by an Owner which is a member of the Alberta Urban Municipalities Association and a use is described above.

In consideration of the payments set forth herein, and the mutual covenants, conditions and terms herein, the parties agree as follows:

DEFINITIONS

- 2.1 Meaning of Terms:
 1. "Arena" means the Carstairs Memorial Complex at 2100 Highway 581, Carstairs, AB.
 2. "Licensed Area" means all that portion of the Arena described in Schedule "A" hereto.
 3. "Permitted Activities" means use of Carstairs Arena for hockey, figure skating or other ice related activity.
 4. "Term" means the period of time as set out in Schedule "A" and, subject to provisions for renewal and earlier termination as set forth herein.

3. RIGHTS AND RESPONSIBILITIES OF THE OWNER

- 3.1 During the usage periods defined in Schedule "A", the Owner will permit the User to use the License Area for Permitted Activities and for no other purpose whatsoever, subject to the terms and conditions set forth herein and in Schedule "A" and "C".
- 3.2 The Owner will retain control of the License Area provided that the Owner will not unreasonably interfere with the User's use. The License Area will also be open to use by the general public, in accordance with the policies of the Owner relating to such use.
- 3.3 If, in the reasonable opinion of the Owner, the User undertakes or permits any activity within the License Area which is outside of the Permitted Activities, which may be a nuisance or cause damage, or if the User is in default of any of the terms or conditions of this Use Agreement, the Owner may terminate this Use Agreement forthwith verbally or in writing and the User will forthwith vacate the License Area.

3.4 If the user fails or neglects to perform any of its obligations under this Use Agreement, the Owner will have the right, but will not be obligated, to take such action as is reasonably necessary in the sole discretion of the Owner to perform such obligations. In such event, the User will be responsible for the payment of all costs incurred by the Owner pursuant to this Section.

4. RIGHTS AND RESPONSIBILITIES OF THE USER

4.1 The User will pay to the Owner the sum of \$ _____, plus applicable GST, to be paid upon the execution of this Use Agreement by the parties or otherwise as follows:

4.2 The User agrees to use the License Area only for Permitted Activities during the period identified in Schedule "A".

4.3 The User will at all times indemnify and save harmless the Owner from and against any and all actions, claims, demands, suits, proceedings, damages, costs (including without restriction legal costs on a solicitor and his own client full indemnity basis) and expenses whatsoever that may be brought, made or incurred by or against the Owner by reason of, arising out of, or in any way related to the use of the License Area by the User, its players, coaches, officials, trainers, volunteers, fans, agents, employees, invitees or contractors except where the action, claim, demand, cost or expense were caused by the intentional acts or negligence of the Owner.

4.4 The User may not assign this Use Agreement, either in whole or in part without the consent of the Owner, which consent will not be unreasonably withheld.

4.5 The User will not permit any damage to occur to the License Area and will leave the same in substantially the same condition as when the User entered the License Area for use on that day within the Term, reasonable wear and tear expected.

4.6 During the Term, the User at its sole cost and expense, shall take out and keep in full force and affect the following insurance:

1. comprehensive general liability insurance, which includes participant on participant coverage, with inclusive limits of not less than \$2,000,000.00;
2. such other form of insurance as the Owner or the User may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent person under similar circumstances would insure.

The User agrees that the insurance policy (ies) referred to in this Section will name the Owner or any person, firm or corporation designated by the Owner as additional named insured as their interest may appear and such policies will contain a waiver of any subrogation rights which the User's insurers may have against the Owner and a severability of interest clause or a cross liability clause.

All policies of insurance will be taken out with insurers and will be in a form acceptable to the Owner, acting reasonably. The User agrees that certificates of insurance acceptable to the Owner or certified copies if required by the Owner will be delivered to the Owner as soon as practicable after the placing of the required insurance. All policies will contain an undertaking by the insurers to notify the Owner in writing, of any material change, cancellation or termination of any provision of any policy, not less than thirty (30) days prior to the material change, cancellation or termination thereof.

4.7 The User will at all time obey all laws, bylaws, regulations and policies of the local authority within which the Arena is located as they may exist from time to time.

5. OTHER PROVISIONS

- 5.1 In addition to the rights and responsibilities set out in this Use Agreement, the terms and conditions set out in Schedule “A” and “C” will also apply to this Use Agreement.
- 5.2 Any notice to be given by the parties hereto will be in writing and will either be delivered personally or mailed by prepaid registered mail as follows:

- 1. to the Owner: Town of Carstairs
 Box 370
 Carstairs, AB TOM 0N0
- 2. to the User: _____
- _____
- _____

Notice given in any such manner will be deemed to have been received by the party on the day of delivery or upon the seventh (7th) day after the day of mailing. Any party may change its address for service from time to time upon written notice to that effect.

- 5.3 The terms and conditions set forth in this Use Agreement constitute all of the terms and conditions of this User Agreement, and there are no toner terms, conditions, covenants, agreements, representations or warranties, express or implied, arising between the parties hereto except as expressly set forth herein.
- 5.4 If any provision of this Use Agreement is illegal or unenforceable it will be considered separate and severable from the remaining provisions, which will remain in force as if the unenforceable provision has never been included.
- 5.5 This Use Agreement will enure to the benefit of and be binding upon the parties hereto, their respective successors, and permitted assigns.
- 5.6 Portions of this Use Agreement may be enforced even if the Use Agreement has ended.
- 5.7 The headings in this Use Agreement have been inserted for reference and convenience only and do not affect interpretation of this Use Agreement or any part of it.

6. SIGNATURES

IN WITNESS WHEREOF the parties hereto have executed this Agreement this ____ day of _____, 200_.

TOWN OF CARSTAIRS:

Per: _____

USER:

Per: _____

Witness: _____

Per: _____

**TOWN OF CARSTAIRS
ARENA USE AGREEMENT
SCHEDULE 'A'**

USER'S NAME: _____

PERMITTED ACTIVITIES - ICE RENTAL AS FOLLOWS:

DATE	TIME SLOT	DURATION	HOURLY FEE	TOTAL

DATE PAID _____

SUBTOTAL _____

GST _____

RECEIPT # _____

GRAND TOTAL _____

SCHEDULE 'C'

REGULATIONS OF USE ICE FACILITIES

1. The facility Operator on site has full authority to monitor and control the facility.
2. User Groups shall take to the ice at their designated time and they shall also leave the ice when their allotted time has expired or as directed by the Facility Operator. Special Events may interrupt the regular scheduled programs therefore your understanding and cooperation is greatly appreciated.
3. Dressing rooms should be vacated within one-half hour of the completion of your scheduled time.
4. User groups shall be responsible for the behaviour of all spectators, participants, officials and others associated with the activity. The User Group may be assessed any costs pertaining to damage that may occur related to their program.
5. User Groups are responsible for leaving their dressing rooms in a clean and acceptable manner. Cooperative ownership by the players, coaches and spectators will leave a clean and attractive facility for all.
6. The Town of Carstairs will not be responsible for the loss or theft of any personal property.
7. The Town of Carstairs reserves the right to postpone or reschedule any activity due to justified circumstances. As much notice as practical shall be given.
8. User Groups must assure that participants wear appropriate safety attire.
9. A fifteen (15) minute time allotment is scheduled for all flood times. For your safety, please ensure that no participants or equipment enters the ice during this time period.
10. No food or drink is allowed to be brought into the facility without written consent of the Arena Board.
11. Smoking and Alcoholic beverages are illegal and not permitted in town Ice Facilities. In designated areas only, a valid permit is required, i.e., Social rooms.
12. Advertising may not be displayed without the written consent of the Arena Board.
13. Groups wishing to cancel a regular scheduled time must provide a minimum fourteen (14) days' notice in writing. Failure to comply with this policy will result in the group being assessed their regular fee.
14. No organization or group shall sub-let their booked ice time.

**TOURNAMENT CRITERIA
FOR
ICE FACILITIES**

1. A TOURNAMENT OFFICIAL (S) is required to oversee the following:
 - * That tournament remains on a reasonable time schedule
 - * That dressing rooms are kept in an acceptable condition (i.e. all garbage is placed in receptacle containers). In the event that excessive damage or extraordinary cleaning is necessary, the Tournament Organization will be assessed an appropriate fee.
 - * All tournament items (i.e. banners, signage, etc) must be removed from the facilities at the conclusion of the tournament.
2. Each team has thirty minutes to vacate the dressing room.
3. Glass beverage containers are strictly prohibited.
4. A qualified First Aid Attendant should be on site during the entire tournament.
5. Tournament Organizations shall be responsible for the behaviour of all spectators, participants, officials and others associated with the activity and will be assessed all costs for damages by them.
6. All tournament schedules must be submitted to the Facility Manager ten (10) days prior to the tournament date.