



City of Thorold Community Services

Thorold Community Arena
70 Front Street North
community.services@thorold.ca
905-227-6613

ICE RENTAL Application 2020-2021

Applicant (Organization/Group/Individual)

Contact Information : Permit Administrator(s)

Last	First	Last	First
Address		Address	
Telephone	Email	Telephone	Email

Note: If there are more than two permit administrators please complete multiple forms. Signatures are required by all administrators.

Option A) Ongoing Rental

1	Beginning Date	Ending Date	Start Time	End Time	Facility
2	Beginning Date	Ending Date	Start Time	End Time	Facility
3	Beginning Date	Ending Date	Start Time	End Time	Facility

Note: If requesting more than three ice rental blocks during the season please complete additional forms or attach details of rental request to this application in a format that can be easily understood.

Exclusion Dates
Rental Description

Option B) Single Use Rental

Date	Start Time	End Time
Rental Description	Number of Participants	Facility

FEES

	Frank Doherty Arena	James Whyte Arena
Prime Time Weekends 8AM-11PM Weekdays 5PM-11PM	\$221.00 PER HOUR	\$212.00/ HOUR
Non Prime time	\$115.00/ PER HOUR	\$105.00/ HOUR
Youth Rate	\$142.00/ PER HOUR	\$142.00/ HOUR
Community Room	\$25.00/ HOUR	

Note: Fees include taxes and arena fees.

Insurance

Option A: Certificate of Insurance

Certificate must be provided prior to first rental, and must include:

- (1.) City of Thorold listed as Additionally Insured
(2.) No Less than \$2,000,000 liability
(3.) 3540 Schmon Parkway, Thorold ON 905-227-6613

Option B: Purchase Insurance

- Rates will be provided with permit.
Rates are based on hourly, daily and seasonal rentals.

In consideration of the terms and general conditions specified above and on the reverse side of this contract.

Permit Applicant Administrator

Permit Applicant Administrator

Authorized Signing Officer

Authorized Signing Officer

Organization/Group/Individual Name

Organization/Group/Individual Name

CONDITIONS

- THE APPLICANT COVENANTS AND AGREES, DURING THE TERM OF THIS AGREEMENT, TO CONFORM IN ALL RESPECTS TO THE FOREGOING, AND TO BE GOVERNED WITHOUT RESERVATION, TO ALL CONDITIONS ENUMERATED ON THE REVERSE SIDE HEREOF AND TO THE ICE ALLOCATION POLICY. THE APPLICANT, IN CONSIDERATION OF THE SAID CITY, HEREBY ACKNOWLEDGES AND AGREES THAT THE CITY SHALL NOT BE RESPONSIBLE FOR ANY INJURY TO THE PERSONNEL OF THE LESSEE OR ANY LOSS OR DAMAGE TO GOODS OR EQUIPMENT OF THE LESSEE OR ANY PERSON/PERSONS USING THE FACILITY, WHETHER ARISING BY REASON, NEGLIGENCE, THEFT, FIRE OR ANY ACT OF GOD.
- THE APPLICANT AGREES TO INDEMNIFY THE CITY OF THOROLD AGAINST ALL MANNER OF CLAIMS AND ACTIONS ARISING FROM THE USE OF THE FACILITY BY THE APPLICANT OR ITS PARTICIPANTS.

The City of Thorold

Community Services

CONDITIONS CONTINUED

- 3 DRY LAND OR OFF ICE TRAINING IS NOT ALLOWED ANYWHERE IN THE FACILITY.
- 4 THE APPLICANT SHALL HAVE THE EXCLUSIVE USE OF THE ICE SURFACE ON THE SPECIFIED TIMES OF THE THOROLD COMMUNITY ARENAS UPON THE FOLLOWING CONDITIONS:
 - (A) USERS WILL ALLOW TEN MINUTES FOR ICE CLEANING AND RESURFACING AT THE BEGINNING OF EVERY HOUR OR AT THE DISCRETION OF THE ARENA OPERATOR.
 - (B) SUBLETTING ICE IS NOT PERMITTED AS PER POLICY.
 - (C) NO ONE IS ALLOWED ON ICE AS THE SURFACE IS BEING CLEANED. TEAMS SHOULD REMAIN IN PLAYERS BENCH UNTIL SNOW IS CLEARED AND GATES ARE CLOSED.
 - (D) DELIBERATELY HITTING GLASS AROUND THE ICE SURFACE IS NOT PERMITTED.
 - (E) THE RENTAL RATES FOR EACH RENTAL BLOCK SHALL BE PAID A MINIMUM OF 7 DAYS IN ADVANCE OF RENTAL TIMES. USERS MAY PAY BY CHEQUE, CREDIT OR DEBIT. PAYMENT CAN BE MADE ONLINE, OVER PHONE OR IN PERSON AT THE THOROLD COMMUNITY ARENA. OFFICE HOURS WILL BE POSTED ON THE CITY WEBSITE. PAYMENT CANNOT BE MADE IN PERSON OUTSIDE OF OFFICE HOURS. PAYMENT OF RENTAL RATES FROM THE TIMES STATED IN THE USERS RESERVATION MASTER IS THE RESPONSIBILITY OF THE NAME OR ORGANIZATION AS SIGNED ON THIS CONTRACT, AND MUST BE PAID BY SAME. CHEQUES MUST BE MADE TO THE 'CITY OF THOROLD'. UNPAID RENTALS WILL BE CANCELLED 48 HOURS PRIOR TO DATE AND TIME OF RENTAL.
- 5 THE APPLICANT SHALL PROVIDE TO THE CITY OF THOROLD SUCH PROOF AS CITY MAY FROM TIME TO TIME REQUIRE VERIFYING:
 - (A) THE AUTHORITY OF THE AUTHORIZED REPRESENTATIVE TO REPRESENT AND BIND THE ORGANIZATION IN CONTRACT.
 - (B) THE FINANCIAL RESPONSIBILITY OF THE ORGANIZATION IF REQUESTED BY THE CITY OF THOROLD.
 - (C) A LIST OF ALL PARTICIPANTS AND THEIR HOME ADDRESSES.
- 6 THE CITY OF THOROLD SHALL AT ALL TIMES HAVE THE EXCLUSIVE AUTHORITY AND RIGHT TO CANCEL WITHOUT NOTICE THIS CONTRACT DUE FACTORS INCLUDING, BUT NOT LIMITED TO:
 - (A) UNSAFE CONDITIONS AND INCLEMENT WEATHER
 - (B) EQUIPMENT BREAKDOWNS
 - (C) HUMAN ERROR
 - (D) WORKERS STRIKES
 - (E) BUILDING PROBLEMS INCLUDING HYDRO OUTAGESCANCELLATIONS WILL BE PROVIDED WITH FULL REFUND SHOULD THE ABOVE CIRCUMSTANCES OCCUR. A SMALL REFUND FEE MAY APPLY.
- 7 THE CITY OF THOROLD SHALL HAVE THE FURTHER UNLIMITED AUTHORITY AND RIGHT TO CANCEL OR ALTER THIS AGREEMENT ACCORDING TO POLICY, BUT MUST PROVIDE REASON.
- 8 NOTWITHSTANDING ANY OTHER TERMS OF THIS AGREEMENT, THE CITY OF THOROLD MAY MAKE RULES FROM TIME TO TIME WHICH SHALL BE BINDING UPON THE ORGANIZATION RESPECTING:
 - (A) CLEARANCE AND/OR FLOODING OF THE ICE SURFACE.
 - (B) USE OF THE FACILITIES OF THE ARENA OTHER THAN ICE SURFACE.
 - (C) THE CONDUCT OF ALL PERSONS FOUND WITHIN OR UPON THE PREMISES OF THE ARENA FACILITIES.
- 9 CHANGE ROOMS WILL BE AVAILABLE THIRTY MINUTES PRIOR TO THE USERS ICE RENTAL START TIME AND MUST BE VACATED WITHIN THIRTY MINUTES OF ICE RENTAL END TIME. CHANGE ROOM ASSIGNMENTS WILL BE PROVIDED BY ARENA STAFF AND WILL NOT BE ALTERED AT TIME OF RENTAL.
- 10 ALCOHOLIC BEVERAGES ARE PERMITTED ON THE ARENA PROPERTY WITHOUT FORMAL APPROVALS OF THE RESPECTIVE GOVERNING BOARDS AND AGENCIES.
SMOKING IS NOT PERMITTED ON ARENA PROPERTY AT ANY TIME. THIS INCLUDES PARKING LOT AND ALL OUTDOOR AREAS.
 - (A) THE FIRST OCCURRENCE OF HAVING ALCOHOL OR SMOKING ON THE ARENA PREMISES WILL RESULT IN A WRITTEN WARNING BEING ISSUED.
 - (B) THE SECOND OCCURRENCE OF HAVING ALCOHOL OR SMOKING ON THE ARENA PREMISES WILL RESULT IN A LOSS OF ICE TIME FOR ONE WEEK AT THE COST OF THE PERMIT ADMINISTRATOR.
 - (C) THE THIRD OCCURRENCE OF HAVING ALCOHOL OR SMOKING ON THE ARENA PREMISES MAY RESULT IN A LOSS OF ICE FOR THE REMAINDER OF THE SEASON.UNAUTHORIZED CONSUMPTION OF ALCOHOLIC BEVERAGES AND SMOKING ON ARENA PROPERTY WILL BE REPORTED TO LAW ENFORCEMENT AGENCIES.
- 11 THE APPLICANT SHALL PROVIDE PROPER SUPERVISION AND CARE IN THE USE OF THE ARENA, ITS FACILITIES AND EQUIPMENT AND THE APPLICANT SHALL FURTHER BE RESPONSIBLE FOR ALL DAMAGES WHICH MAY OCCUR TO THE ARENA, ITS FACILITIES AND EQUIPMENT ARISING OUT OF THE NEGLIGENCE AND/OR WANTON OR DELIBERATE ACTS OF ANY AND ALL PERSON USING THE ARENA, ITS FACILITIES AND EQUIPMENT BY VIRTUE OF THIS AGREEMENT. DAMAGE AND DESTRUCTION OF MUNICIPAL PROPERTY WILL BE CHARGED TO PERMIT HOLDER.
- 12 PERMANENT EXCHANGES OF ICE TIME RENTAL PERIODS WILL NOT BE PERMITTED.
- 13 A DESIGNATED ADULT MUST BE ON THE ICE AT ALL TIMES WHEN MINORS ARE PRESENT.
- 14 EACH PERSON OR ORGANIZATION SHALL PROVIDE A VALID CERTIFICATE OF INSURANCE, NAMING THE CITY OF THOROLD AS AN ADDITIONAL INSURED TO PROTECT THE CITY FROM ANY AND ALL CLAIMS RELATING TO ANY AND ALL DAMAGES OR INJURIES INCURRED BY THE USE OF THE ARENA FACILITY AND EQUIPMENT. SAID POLICY SHALL HAVE LIMITS NO LESS THAN \$2,000,000.00 PER OCCURRENCE. INSURANCE IS ALSO AVAILABLE FOR PURCHASE THROUGH THE CITY OF THOROLD.
- 15 SEVEN DAYS NOTICE IS REQUIRED FOR ALL CANCELLATIONS. PERMIT HOLDERS WILL BE CHARGED WHEN ADEQUATE NOTICE IS NOT PROVIDED.
- 16 THE CITY OF THOROLD CHARGES INTEREST OF 1.25% THE FIRST OF EVERY MONTH ON OUTSTANDING AMOUNTS OVER 30 DAYS.
- 17 IT IS THE RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR TO NOTIFY ITS PARTICIPANTS OF THE ARENA TERMS AND CONDITIONS OF USE.
- 18 FAILURE TO COMPLY WITH THE ABOVE RULES WILL RESULT IN LOSS OF ICE TIME. REFUNDS WILL BE PROVIDED AT THE DISCRETION OF THE MANAGER OF COMMUNITY SERVICES.