

St. Adolphe Arena Rental Terms & Conditions

1. By signing this contract the 'Organization' & 'Principal' understands and accepts the 'Terms & Conditions' contained herein and hereto all of which form part of this agreement. By signing this contract the 'Organization' & 'Principal' agrees to indemnify and save harmless the St. Adolphe Community Club and its staff and agents from any and all suits, demands, torts and actions of any kind which may be brought against its staff or agents. Policies administered by St. Adolphe Community Club are for the protection and safety of the 'Organization' and all underlying users of St. Adolphe Community Club.
2. A 25% deposit of the total booking price is required with this signed contract. The deposit balance will be deducted from the final contract invoice.
3. Rentals of three occasions or less are payable in full at the time of submitting the contract. Cancellations are subject to penalty.
4. Payment for scheduled ice must be completed on Amilia or by cheque made payable to St. Adolphe Community Club (Box 390- St. Adolphe, MB, R5A 1A2) or e-Transfer (stadolphecc@gmail.com) prior to all ice rental bookings. Payment for the entire season's bookings will also be accepted. In the case of a cancellation as per these 'Terms & Conditions' and a refund by the payee is in order, the refund will be provided only in the name of the payer. Effective booking dates and times are garnered as per communication with the St. Adolphe Community Club President.
5. A current outstanding balance will be available on the Organization's Amilia account. It is the Organization's responsibility to check and maintain their Amilia account.
6. Account balances are due before the 15th day of the month following the invoice date. Bookings for accounts that are not current will be cancelled and subject to penalty (see 7).
7. Account balances that have not been paid within thirty (30) days in order of these 'Terms & Conditions' will be subject to an automatic suspension of all future ice rental bookings. Balances of unpaid accounts are due when rendered and are net thirty (30) days. Interest will be charged at a rate of 1.25% per month on any outstanding accounts beyond thirty (30) days from the date of invoicing.
8. Cancellations must be given to the St. Adolphe Community Club President from the 'Organization/Principal' in writing, or by email icebooking@mystadolphe.com fourteen (14) days prior to ice rental booking. Cancellations received eight (8) to fourteen (14) days before the rental date will be invoiced at half the regular booking rate. Cancellations received within seven (7) days of the rental date will be invoiced the full amount. A rental may be cancelled at no charge on the day

of the event if the Manitoba Department of Highways has closed Highways 75 or 59 in the vicinity of St. Adolphe.

9. Scheduled tournaments are subject to 30 days' notice of cancellation. A failure to do so will result in a full charge of ice rental fee.
10. Any cancellations caused by storms, flooding, power failure, "act of God" or business interruption caused by mechanical failure of the St. Adolphe Community Centre facility will be considered unavoidable and the 'Organization/Principal' will not be charged for cancellations of such nature; at which point St. Adolphe Community Centre staff/president may reschedule the facility booking at the request of the user. Any unforeseen and/or extraordinary circumstances outside of the aforementioned that may cause cancellation within the required applicable notice will be subject to a 50% penalty of the total ice rental fee as deemed by the St. Adolphe Community Club President. According support documentation may be required.
11. The 'Organization/Principal' agrees to notify St. Adolphe Community Centre staff/president of any hazardous conditions to be evaluated and rectified prior to the permitted approved rental time of facility use. Dressing/change rooms are subject to inspection by a coach or team manager at the end of the rental period prior to vacating the premises to ensure appropriate cleanliness of the room and that it has not been vandalized. Dressing rooms will be further inspected by the Rink Caretaker and reported to the St. Adolphe Community Club President if the room is left uncleaned, damaged or vandalized.
12. The cost to rectify any damage, vandalism, or excessive cleaning of all areas of ice rental, including change rooms and bathrooms, attributed to the negligence of the contracted 'Organization/Principal', will be added to the cost of the ice rental fee by discretion of the St. Adolphe Community Club President.
13. Rental groups are required to supply their own equipment including medical 1st aid kits and hockey pucks. 1st aid for groups with minors (17 & under) is to be administered solely by a designated member of the rental group, team manager or coach unless deemed as a "severe injury" or "medical emergency" in which case 911 will be called by a St. Adolphe Community Club staff member on hand.
14. The 'Organization/Principal' is not permitted to transfer or sublet any ice rental allocation, or part thereof, for value or otherwise without prior approval from the St. Adolphe Community Club President.
15. The 'Organization' & 'Principal will protect, indemnify and hold harmless the St. Adolphe Community Club, Municipality of Ritchot and its agents from all claims for damages, including all instances where a Communicable Disease has been transmitted or where (I) or a member of the Organization

have become infected by a Communicable Disease that may arise out of the use of buildings, grounds or equipment by the permit holder.

16. The 'Organization' & 'Principal' will adhere to all additional St. Adolphe Community Club Ice Policies (see attachment).
17. Failure to comply with the 'Terms & Conditions' of this Contract will render it void and cancels all of the 'Organization's' ice reservations for the entire season.
18. A signed contract confirms that you understand and accept the terms and conditions therein, including financial obligations to the Club.