

City of St. Joseph
John and Dede Howard Ice Arena
Seasonal Ice Rental Agreement Provisions

This document is informational only. Actual agreements will be prepared by the City of St. Joseph upon request of the Club.

Because the City owns and operates the ice arena and related facilities, and the Club has expressed a desire to use the facilities and services of the arena, the City and the Club agree as follows:

1. The Club agrees to pay the City for the use of its facilities and services during the stated times at the rental rate of \$_____ per hour (all time will be rounded to the nearest quarter hour). Payment to be made prior to November 30 of each season.
2. Changes/cancellations by the Club will be allowed only BEFORE the official start of the season and only if the Club provides written notice of the changes.
3. In the event that the Club cannot utilize a specific ice time, the City agrees that the Club may transfer that ice time to another Club that can utilize the time and agrees to the transfer.
4. The Club will not be required to pay for a session if the ice is not usable at the start of the session because of weather or mechanical failure, unless the Club agrees to use the ice in the existing condition. Any Club member skating on the ice will constitute such an agreement.
5. In the event that the Club fails to leave the ice at the agreed upon time and when such failure to leave the ice causes delays for other Clubs, the additional time used will be billed at twice the current rate. If a delay in the Club's activities is the result of action by the City or mechanical failure, the City may, at its option:
 - a) Extend the time limit by an amount equal to the delay, or
 - b) Refund the Club for the time lost at twice the current rate
 - c) A combination of the above
6. The City will provide the following facilities and/or services:
 - a) Ice resurfacing. The ice will be resurfaced before the start of the session. Additional resurfacing may take place at the Club's request during the Club's time.
 - b) Locker room and shower facilities. The City is not responsible for any equipment or valuables left in the locker room area.
 - c) Hockey goals. The goals will not be pegged by the City.
 - d) Special facilities or services as designated below:

7. The Club will have the right to employ mutually agreed upon coaches or professionals to instruct or referee the Club's members. Any violation of this agreement by the coaches or professionals will result in restrictive punitive action by the Club and/or the City.
8. Only Club members, their guests, and their coaches or professionals are allowed on the ice or player bench area during skating sessions.
9. All persons on the ice arena premises are expected to follow the rules and regulations of the ice arena and direction of City staff. Failure to do so may result in violators being removed from the premises, temporarily or permanently, at the City's sole discretion.
10. The City will have the right to admit, control, or eject members, participants, and spectators during any skating session. The Club may not charge admission for spectators without written approval from the Arena Manager at least 30 days prior to the event.
11. The Club will maintain, at its expense, adequate liability insurance covering claims against it and the Rink for bodily injury or property damage. In the event the Club does not have such insurance and does not provide proper certification of insurance to the Arena Manager before the first use of the facility, this agreement automatically releases the City and its employees from any and all liability pertaining to the use of the facility. Additionally, each participant of the Club agrees to release the Rink and its employees from any and all liability.
12. Any changes in this Agreement must be mutually agreed upon with written consent of both parties.
13. **The attached Release, Assumption of Risk and Indemnification Agreement(s) is incorporated as a material part of this Agreement.**
14. The Arena agrees to make available to the Club the ice arena facilities and services during the following times:

Date	Start Time	End Time	Hours	Rate	Amount	Comment

(Add additional pages as needed)