

Town of Millet - Ice Rental Agreement

This Agreement made this _____ day of _____, 20_____.

Between:

The Agriplex Operating Committee (hereinafter called the A.O.C): under the direction from the Town of Millet,
the Millet & District Recreational and Agricultural Society, and the County of Wetaskiwin:
(Hereinafter referred to as the "the Owner")

and

Club Name:	
Contact Name:	
Email Address:	
Phone Number:	
Mailing Address:	

Printed Name (hereinafter called "the User") _____

In consideration of the agreements hereinafter set forth, the A.O.C. hereby grants to the User the right to use the premises in the building known as the Millet Agriplex, being part of Lot 1, Plan 862-0442, Millet, Alberta (hereinafter called the "Premises") during the 2019/2020 season for the following dates and times:

Arena	Type	Rate per hour	Number of hours	Total	Check if Schedule A is Attached
Local user groups defined as groups with 51% membership by Town of Millet or County of Wetaskiwin	Local Minor	\$86.10 + GST			
	Local Adult	\$173.39 + GST			
	Non – Local Minor	\$132.35 + GST			
	Non – Local Adult	\$224.69 + GST			
Non-Prime Mon – Fri 10am – 3pm Sat – Sun 7am – 8am	Non-Prime Youth	\$61.56 + GST			
	Non-Prime Adult	\$102.60 + GST			

September- December Payment Rcvd:	
January – March Payment Rcvd:	

Subtotal of Ice: _____

GST: _____

Total: _____

Would you like this event to be promoted by Millet Tourism?

Yes No

Schedule A: ATTACHED If Needed

Subject to the following covenants:

1. The User agrees to pay to the A.O.C. as rent for the use of the premises, _____ dollars per hour (plus GST), pursuant to Attachment "A" of the Agriplex Operating Policy (Policy # 29A). All payments shall be made payable to the Town of Millet; Box 270, Millet, AB, T0C 1Z0 or in person to 5120 50th Street, Millet, AB.
2. During the term of this agreement, the premises or any portion of the premises be damaged by the act, default or negligence of the User, or of the User's agents, employees, patrons, guests, or any person admitted to the premises by the User, the User shall pay to the Town of Millet, a sum that shall be necessary to restore the premises to the condition that existed prior to the occurrence of such damage. The User hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the premises or to any portion of the premises by the consent of the User or by or with the consent of any person acting for or on behalf of the user.
3. The A.O.C. shall not be responsible in any way for any injury to any person, including death or for any loss of business of the User, or for any loss of or damage to any property belonging to the User or to employees, invitees or licensees of the User while such person or property is in or about the premises of the building during the day and time set forth in the agreement. The User covenants to indemnify the A.O.C. against all loss, costs, claims, or demands in respect to any injuries, loss or damages referred to in this paragraph.
4. The User shall not sublet the premises or any part of them.
5. The User shall at all times during the said term, keep and at its expiration, leave the premises in good repair; reasonable wear and tear only expected.
6. The User shall be responsible to meet standards of all provincial and municipal regulatory bodies.
7. User shall be responsible for adult supervision of participants.
8. Contracts for rental groups shall be drawn up by the Director of Public Services and signed by the rental group prior to _____, 20____. No group shall use the premises until the contract is signed. Please note that if contracts are not received by _____, 20____, other teams will be contacted to rent the ice.
9. Payment Terms:
 - a. Rental payment for the _____, 20____ to _____, 20____ period will be paid by _____, 20____, "in full" before any teams are allowed access to the premises. Rental payment for the _____, 20____ to _____, 20____ period will be paid _____, 20____, "in full" before any teams are allowed access to the premises. Failure to submit payment in this manner will result in this contract becoming null and void.
 - b. For Millet Minor teams (hockey, figure skating, etc.), rental payment shall be received no later than the last day of the previous month. For example: Payment for rental fees for the month of November must be received by the Town of Millet no later than the last day of October.
10. All date(s) that are *cancelled* in this contract must be cancelled (in writing) two weeks prior to the date(s) cancelled or the charges for those dates will be billed to the User.
11. The User shall agree to supply referees or team members to move nets during flood times for the facility operators.
12. The User by signing this contract recognizes that there is **no alcohol** or **Tobacco** allowed in the building at any given time. They also recognize that they are responsible to ensure the teams they have invited to play abide by this rule. If at any time, alcohol/tobacco is discovered, this contract shall immediately become null and void.
13. No arena user group shall bring any foods or beverages into the Agriplex lobby, at any time during any event or function during Concession hours for distribution to participants during the event or function, unless they have received prior consent from the Director of Public Services or designate and the Concession operator.
14. Users using this facility are expected to vacate the change rooms within 60 minutes. Any time over the 60 minutes the team will be charged 1 hour of ice time. This will be paid in full before their next scheduled game.
15. Failure to comply with this contract in its entirety will result in the following: This contract will be cancelled and become null and void. Any rental payments for future dates shall not be returned to the user.

IN WITNESS WHEREOF the parties have executed this Contract on _____ of _____, 20_____.

PER: _____
Director of Public Services, on Behalf of the A.O.C.

PER: _____
User