

## FACILITY GUIDELINES & CONDITIONS OF USE



hockey for all centreTN Iceplex Limited Partnership, by its General Partner TN Iceplex Inc. ("**TN Iceplex**") endeavors to provide all users of hockey for all centre ("**Facility**") with a superior patron experience by operating a safe, clean and state-of-the-art training facility. By entering into an Extended Use License Agreement or Ice Rental Form (the "**Agreement**"), the Licensee (as defined in the Agreement), on behalf of themselves and on behalf of any of its invitees and players, including on behalf of any person for which they are the parent/legal guardian of (collectively, the "**Rental User**"), agree to abide by the following Facility Guidelines & Conditions of Use (the "**Guidelines**"):

### 1.0 GENERAL FACILITY REGULATIONS

- 1.1 Licensee and Rental User agree to abide by and conform to all laws, by-laws, rules and regulations of the applicable jurisdiction and of the Facility relating to the occupancy and use of the Facility including these Guidelines.
- 1.2 TN Iceplex assumes no liability or responsibility, whether or not arising or resulting from TN Iceplex's negligent acts or omissions, for any personal property, which includes but is not limited to any equipment, belongings or vehicles in neighbouring parking lots, brought by the Licensee or Rental User into the Facility or the surrounding area. The Licensee and Rental User hereby assume the risk that any personal property brought into the Facility or the surrounding area may be lost or damaged as a result of theft, unexplained disappearance, or other causes.
- 1.3 Licensee shall supervise and ensure that all affiliated persons with the ice rental, including spectators, adhere to the Guidelines. TN Iceplex shall have the right to eject from the Facility or refuse admittance to any person who, in the opinion of TN Iceplex, is creating a disturbance, is behaving in an objectionable or unacceptable manner or fails to adhere to the Guidelines. This extends to objectionable or unacceptable behaviors directed towards game officials and/or associated game organizers operating within the Facility.
- 1.4 No smoking, including cannabis products, chewing tobacco, and the use of e-cigarettes, is permitted in the Facility, per City of Winnipeg By-Law No. 88/2003.
- 1.5 Sunflower seeds are not permitted in the Facility, including dressing rooms, players benches and spectator stands.
- 1.6 Use or consumption of alcoholic beverages within the Facility is prohibited, unless purchased and consumed in the licensed premises within the Facility.
- 1.7 TN Iceplex reserves exclusive rights for the purpose of selling all food and beverage products. Licensee may not sell, serve, or allow the selling/serving of food, beverage, or refreshments of any kind on, or in the Facility.
- 1.8 All persons under the age of twelve (12) must be supervised by their parents, guardians, or coaches at all times.
- 1.9 All fire exits, aisles, lobbies, passageways, stairways, halls, entries, and doorways must be kept clear and accessible at all times. TN Iceplex reserves the right to request that all equipment, property, or persons blocking such areas be removed.
- 1.10 Licensee shall be responsible for all supervision of the Rental User, its invitees, and players, and shall preserve and maintain good order, discipline and safety in the use of the Facility. If requested, the Licensee may be asked to provide an operations plan detailing the event(s), ticketing, guest services and security plans that shall be reviewed by TN Iceplex (the "**Operations Plan**"). TN Iceplex must approve of the Operations Plan, and has the authority, in their sole discretion, to mandate supplemental operating measures, at the cost of the Licensee, to ensure patron safety and security. In the event that the Licensee requires staff to fulfill the Operations Plan, the Licensee shall, at the Licensee's expense, use TN Iceplex's ticket takers, security personnel, medical services, and/or technician(s) at the current posted rates.
- 1.11 Licensee agrees to remove all equipment, displays, goods and belongings (collectively "**Items**") of the Licensee from the Facility on or before the termination of the Agreement. If Licensee fails or neglects to do so, TN Iceplex may remove and store the Items at the expense of Licensee without liability for any loss or damage.
- 1.12 Any agent or employee of TN Iceplex shall be entitled to enter areas occupied by the Licensee and inspect the Facility and make

any alterations, repairs or additions as deemed necessary by TN Iceplex.

- 1.13 Licensee agrees to accept the Facility as is, and that TN Iceplex makes no representations, warranties, or guarantees as to the suitability or condition of the Facility.
- 1.14 Licensee may not advertise at the Facility without the prior written approval of TN Iceplex.
- 1.15 Licensee shall not construct, erect or attach, or cause or permit to be constructed, erected, or attached any device, fixture or other thing of any nature to any part of the Facility.
- 1.16 No animals are permitted in the Facility, except service animals specifically trained to aid a person with a disability.
- 1.17 Jets Hockey Development has the exclusive right at the Facility to conduct individual, small group and team skill development, and therefore no third party, for profit use of ice for skill development is authorized. TN Iceplex shall be entitled to determine, at its sole discretion, if a Rental User is contravening this condition and if a Rental User is found to be in contravention of this condition, TN Iceplex reserves the right to cancel the ice rental at any time. Additionally, no third party skill development advertising is allowed at the facility without the prior written permission of TN Iceplex. For clarity, advertising includes any logos on any attire worn on-ice. If a party is interested in individual, small group or team skill development at the Facility, please click here <https://www.hockeyforallcentre.com/jets-hockey-development/>.
- 1.18 If the Licensee and/or any Rental User fails to comply with any conditions of the Guidelines, TN Iceplex may terminate the Agreement and consequently, all rights of the Licensee are also terminated without entitlement to claim any damages, reimbursement, compensation or remuneration.
- 1.19 All terms and conditions of the Agreement and the Guidelines shall be binding upon the parties, their heirs, executors, administrators, successors and assigns, and cannot be varied or waived by any oral representation or promise.

## **2.0 ICE RENTAL REGULATIONS & CONDITIONS**

- 2.1 One hour of ice rental consists of sixty (60) minutes of ice time. Licensee shall include their warm-up, cool-down, picking up of pucks and other equipment within their scheduled ice-time.
- 2.2 Rental Users must remain off the ice during the resurfacing and shall not go on the ice until the resurfacing has been completed and the Zamboni Door is closed.
- 2.3 Rental Users must leave the ice surface after the horn, signaling the end of the scheduled time slot.
- 2.4 Rental Users must wear CSA approved helmets and other applicable safety equipment when on the ice surface. Access to the ice surface will be denied and individuals will be asked to leave the ice surface until the appropriate equipment is worn. Rental Users under the age of 16 must wear a CSA approved helmet and other applicable safety equipment at all times when on the bench.
- 2.5 Only Canadian or Slovakian made pucks, manufactured to NHL/AHL standard, are permitted for use. Use of other foreign made pucks may result in damages to the facility and are strictly prohibited.
- 2.6 Rental Users causing damage to the ice surface shall have their ice time reduced to accommodate the necessary repair work by maintenance staff and will be responsible for the costs associated with these damages.
- 2.7 The use of sticks, pucks or balls outside of ice surfaces is strictly prohibited.
- 2.8 Portable skate sharpening machines are prohibited, unless written approval is provided by TN Iceplex.

## **3.0 FEES**

- 3.1 License Fee must be paid in full, prior to the use of the rental.
- 3.2 Licensee will be assigned a service fee of \$20.00 on all NSF cheque and/or denied credit card fees.

- 3.3 All areas of the Facility used by the Licensee shall be left in an acceptable condition. Licensee shall not cause nor permit its invitees to cause any destruction or damage to the Facility. The Licensee shall reimburse TN Iceplex for the cost of repairing any destruction of or damage (beyond normal wear and tear) to the Facility and any other property of TN Iceplex caused by the Licensee or any of its invitees within ten (10) days of receiving an invoice.

#### **4.0 CANCELLATIONS & TRANSFERS**

- 4.1 If Licensee's rental is for five (5) hours or less and Licensee wishes to cancel the rental, Licensee shall provide written notice to the TN Iceplex Manager, Facility Scheduling & Registration within 48 hours of receiving the Agreement.

If Licensee's rental is for six (6) hours or more and Licensee wishes to cancel the rental, Licensee shall provide written notice to the TN Iceplex Manager, Facility Scheduling & Registration no less than ten (10) business days prior to the date of the rental.

In the event the Licensee provides appropriate notice, the TN Iceplex Manager, Facility Scheduling & Registration will attempt to sell the contracted ice rental to a second party. Should the TN Iceplex Manager, Facility Scheduling & Registration sell the cancelled contracted ice rental to a second party, the Licensee is no longer liable for the charged on the cancelled ice rental. If the contracted ice rental cannot be sold, the Licensee shall pay for the cancelled ice rental at the specified rate. TN Iceplex has the right to assess the Licensee an administrative fee for any cancelled ice rental that cannot be reallocated.

If such notice is not provided, no refund of any sum paid towards the rental shall be repaid by TN Iceplex and Licensee may be responsible for payment of the License Fee.

- 4.2 Licensee acknowledges that TN Iceplex may be required to change or cancel Licensee's rental at any time. In the event of such a change or cancellation occurring, Licensee shall be able to exercise one of the following three options: (1) accept to move the conflict rental to a different available date and time as proposed by TN Iceplex; (2) accept a credit for the License Fee for the lost ice usage rental to be used at a later date; or (3) receive a reimbursement cheque equal to the License Fee for the lost rental.

In the event that TN Iceplex changes or cancels the Licensee's rental, the Licensee agrees that TN Iceplex, any affiliate thereof, and any of their respective parents, directors, officers, employees, agents or representatives shall not be liable to the Licensee for any damages related to the changing or cancelling of the rental.

- 4.3 The rights granted to Licensee shall not be transferred or assigned in any way.

#### **5.0 DRESSING ROOMS**

- 5.1 TN Iceplex will communicate to the Licensee when the Licensee will be permitted to enter the dressing room and when the dressing room must be vacated by the Licensee.

- 5.2 Licensee agrees to ensure that dressing rooms shall be left in a reasonably tidy condition.

- 5.3 Rental Users are prohibited from using cameras or any electronic device with a camera function while in dressing rooms, shower areas, or any other area where other Rental Users would have a reasonable expectation of privacy. Rental Users are asked to immediately report any concerns to staff related to others using camera cell phones within the Facility.

- 5.4 Dressing rooms should be locked before leaving to the ice surface. Please leave the key inside the dressing room after use.

#### **6.0 INSURANCE & INDEMNIFICATION**

- 6.1 Rental Users voluntarily agrees and fully understands, on behalf of themselves and their invitees, that their attendance at hockey for all centre may include risks and dangers of injury, including, but not limited to, permanent disability, illness, disease, paralysis, death, risks, and social and economic loss, which may be caused by the Licensee or invitees own actions or inactions, the actions or inactions of others at hockey for all centre, and/or the negligence of the Releasees named below. The Rental User, on behalf of themselves and their invitees, fully accepts and assumes all such risks and responsibility for losses, costs, and damages incurred as a result of the Rental User and their invitee's attendance at hockey for all centre.

- 6.2 Licensee shall indemnify and hold TN Iceplex, its affiliates, its employees and agents (collectively, the "**Indemnitees**") harmless from and against and in respect of any and all claims, rights, demands, causes of action, proceedings, actions, suits, liabilities, losses, damages, costs, charges and expenses of every nature and kind which may be made against or incurred by the Indemnitees arising out of, in connection with (i) any negligent or wrongful act or omission of the Licensee or any of its officers, directors,

employees, agents or invitees. TN Iceplex does not provide the Licensee with liability insurance coverage. The Licensee may, at the request of TN Iceplex, be required to obtain a general liability insurance policy, in ISO form or other form which provides coverage at least as broad, written on an "occurrence basis" with appropriate policy limits. Upon request, the Licensee shall furnish TN Iceplex with a certificate of insurance evidencing such coverage and showing TN Iceplex as an additional insured. This indemnification shall survive the expiration or earlier termination of this Agreement.

- 6.3 Upon the occurrence of an accident or incident that may give rise to a claim, the Licensee shall provide written notice to TN Iceplex as soon as reasonably practical, but in no event more than twenty-four (24) hours after becoming aware of such accident or incident. Such notice shall contain all available information pertaining to such accident or incident that is obtainable at the time. If at any time a claim is made or suit is brought against the Licensee, for any accident or incident that occurred at the Facility during the rental, the Licensee shall immediately provide TN Iceplex with written notice and forward to TN Iceplex all documents received by the Licensee or the Licensee's representatives. If at any time the Licensee is aware that any claim is made or suit is brought for any accident or incident that occurred at the Facility, the Licensee shall immediately provide TN Iceplex with written notice and provide TN Iceplex with all available information that is obtainable at that time.