

The City of Winnipeg Community Services Department, 395 Main Street grants the underlined entity/organization, \_\_\_\_\_ (hereafter called the "Licensee") permission to use the City of Winnipeg Facilities as outlined, subject to the Terms and Conditions and New Important Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

CANCELLATION OF THIS AGREEMENT must be made in writing and submitted to the Community Services Department as stated in Condition # 7, Conditions of Use.

#### **NEW IMPORTANT TERMS AND CONDITIONS:**

**In addition to the standard terms and conditions set out in this document, the Licensee shall:**

- 1. Ensure that all activities, participants, spectators and anyone in attendance at the Facilities (hereinafter "Users") adhere to all provincial public health orders and all City orders and/or by-laws issued in relation to COVID-19;**
- 2. Ensure that the activity is conducted in accordance with any restrictions or requirements imposed by the Province on that activity;**
- 3. Ensure that all Users self-assess for COVID-19 prior to entering the facility for each rental time listed on this permit;**
- 4. Ensure that all Users promptly vacate the Facilities following the contractual ice period;**
- 5. Ensure that the Users observe facility codes of conduct when attending a facility. Codes of conduct are posted at each facility and on our website; and**
- 6. Advise the City of any Users who have been confirmed to have COVID-19 and who may have been contagious while in the facility, omitting personal identifying information such as names. Relaying this information to the City does not limit in any way the Licensee's obligations herein.**

The onsite supervisor has the right to allow or prevent access to any part of the facility or the facility in its entirety should there be any safety concerns regarding the Users' use of the facility.

#### **Consumption of Alcohol**

Contravention of Condition # 6, Conditions of Use by Users consuming alcoholic beverages before, during or after their ice bookings will result in the immediate termination of ice use privileges in the City of Winnipeg operated arenas. The Licensee assumes full responsibility for the actions of all Users during your contractual ice rental period(s). The City will not be obliged to pursue or reprimand a third -party found in contravention.

Signature of this permit indicates knowledge of the zero-tolerance policy towards contravention of any and all matters detailed herein and the consequences of contravention.

**The use of chewing tobacco is a contravention of rules of conduct and is not acceptable in City of Winnipeg operated arenas. The act of spitting will not be tolerated and is covered under the anti-litter by-law No.1075/75. Any violations of arena rules and regulations will result in the immediate termination of ice use privileges and this permit in City of Winnipeg operated arenas.**

**Signature of this permit indicates knowledge of the rules and by-law(s) and the consequences of contravention.**

**For Arena Maintenance questions or concerns please contact 311.**

## **CONDITIONS OF USE**

**The Licensee agrees and covenants as follows:**

- 1. To protect and indemnify the City:**
  - a) in respect of any and all claims of any kind whatsoever arising out of any act or omission of the Users or of any agent, employee, servant, officers, directors or invitees of the Users or arising out of or resulting from the use of the Facilities,;**
  - b) from all or any loss or damage to the Facility or to any property of the City used in conjunction with the Facility.**
- 2. To maintain and keep in force during the term of this Agreement, a general liability insurance policy in respect of the use of the Facility named in the Agreement with,**
  - a) minimum limits of \$2,000,000 inclusive;**
  - b) the City of Winnipeg added as an additional insured;**
  - c) inclusion of a cross liability clause;**
  - d) insurance coverage to be effective immediately upon the Users taking possession of the Facility until such time as the Facility is surrendered to the City;**
  - e) minimum (15) days notice of cancellation clause.**
- 3. That the rights granted to the Licensee shall not be transferred or assigned in any way.**
- 4. To supply all supervision and maintain good order, discipline and safety in the use of the Facility, including, but not limited to maintaining a respectful environment free of behaviors such as discrimination, harassment, disruptive conflict, disrespectful behaviour and violence.**
- 5. The City shall have the right at any time, but shall not be obliged in any way notwithstanding anything mentioned herein, to eject from the Facility or refuse admittance to any person who, in the**

opinion of an employee of the City having the responsibility of supervising the Facility for City purposes only, , is creating a disturbance or behaving in an objectionable or unacceptable manner.

6. That the following is not permitted without prior written consent of the Community Services Department, which such consent may be withheld at the sole discretion of the Community Services Department:

- a) The consumption of liquor within the Facility. If approval is granted, an Occasional Permit must be obtained pursuant to the Liquor Control Act;
- b) Advertising at the Facility;
- c) Constructing, erecting or attaching or causing or permitting to be constructed, erected, or attached any device, fixture or other thing of any nature to any part of the Facility.
- d) Concessionaires and the sale or supply of food and/or refreshments at the Facility.

7. Cancellation of this Agreement by the Licensee must be made in writing and delivered to the Community Services Department to the email address, [CMS-RS-FacilityReservations@winnipeg.ca](mailto:CMS-RS-FacilityReservations@winnipeg.ca) by providing two (2) weeks notice, or should the following apply, the stated notice period shall be adhered to::

i.) Tournaments/Special Events - 30 days notice.

ii.) In the case of CASUAL ICE RENTALS, all casual ice rentals are non-refundable and non-transferable.

If such notice is not provided:

- a) no refund or any sum paid towards this Agreement shall be paid by the City;
- b) the Users will be assessed applicable user fees for returned bookings.

8. To pay the City of Winnipeg the indicated amounts for the use of the Facility in advance of the first booking and as proscribed by the payment plan agreed to.

9. That if the Licensee fails to pay any monies required to be paid towards this Agreement at the time the monies are required to be paid, or if the Licensee fails to comply with any conditions of this Agreement, the City may cancel booked time and/or may terminate this Agreement and, consequently, all rights of the Licensee are also terminated without entitlement to claim any damages, reimbursement, compensation, remuneration or otherwise.

10. To peaceably surrender the Facilities to the City in a condition satisfactory to the City upon the termination or expiration of this Agreement. The Licensee is responsible for any additional costs that may be incurred over and above the provisions outlined in this Agreement including but not limited to preparation, clean-up, maintenance, replacement and repairs.

11. The City and any persons authorized by the City, shall have the right to enter upon the Facilities at any time, with or without equipment, for any purpose whatsoever including, but not limited to those purposes related to the inspection, safety, protection, preservation or improvement of the Facilities and for doing any work of maintaining or repairing its utilities in or near to the Facilities, without being responsible for any damage occasioned thereby unless caused as a result of any negligent or willful act of such public utility, its contractors, agents, servants or employees.

12. To remove all equipment, displays, goods and belongings of the Licensee and/or any Users from the Facilities on or before the termination of this Agreement. If the Licensee fails or neglects to do so, the City may remove, sell and/or store same at the expense of the Licensee and Users without liability for any loss, damage or otherwise.

13. That the City is not responsible for any damage to or loss of any equipment or belongings of the Licensee and/or Users brought into the Facility.

14. That the City makes no representations or guarantees as to the suitability or condition of the Facilities.

15. That the City of Winnipeg, acting reasonably, reserves the right to change or cancel any or all booked time and the Licensee has no claim for losses, damages or compensation of any kind. Time may also be reallocated when convenient and agreed to by both parties.

16. To abide by and conform to all by-laws, rules and regulations of the City and all Provincial legislation relating to the occupancy and use of the Facility.

\*\*\*\*\*

Please contact CMS-RS-FacilityReservations@winnipeg.ca for all enquiries about this Agreement.

The undersigned has read and on behalf of the Licensee agrees to be bound by this Permit/License and the Terms and Conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this Permit/License on behalf of the Licensee and has sufficient power, authority and capacity to bind the Licensee with his/her signature.

**PUBLIC USE OF MUSIC**

You are required to obtain a license pursuant to The Copyright Act R.S.C., 1985, c. C-42 if you will be playing music at your event. In order to obtain the required license or for more information, please contact SOCAN (<http://www.socan.ca/>) and Re:Sound (<http://www.resound.ca/>).