



Maples Recreation Association

343 Adsum Drive, Wpg, MB R2P 1J1 Tel: 772-7321 or 953-1191 Fax: 953-1192
Email: tbarak@mts.net Web: www.maplescc.ca

Maples Ice Rental Policies – Effective May, 2010

Terms & Conditions:

Hockey Rink – Indoor- Maples Multiplex Arena:

1. All renters must enter into an ice rental contract which grants unto Renter the permission to use the stated facilities on the specified dates and at the specified rate.
2. The Building and Facilities must be vacated one-half hour after the time shown on the contract.
3. Use of the Facilities in the rink does not carry with it the right to use any other equipment other than dressing rooms and ice facilities.
4. No charge shall be collected by the Renter for admission except where special arrangements are made with the Maples Community Centre.
5. The members of any group or organization while in the indoor rink must be under the immediate supervision and control of a competent and trustworthy adult who will undertake personally to be responsible for the due observance of the requirements of the Maples Community Centre.
6. In no event shall the Renter be deemed to be entitled as of any right to renewal, the grant which shall be made only at the sole discretion of the Maples Community Centre.
7. Improper use of the indoor rink will result in cancellation of the rental agreement.
8. The covenants that it will not assign this agreement or part with or share the use of the ice or Facilities without the consent of the Maples Community Centre.
9. The applicant shall be responsible for any loss or damage to the Building and Facilities or equipment resulting from use by him or any other persons pursuant to their rental agreement.
10. The applicant must abide by and conform to all by-laws, rules, and regulations from time to time adopted or prescribed by the Maples Community Centre, or by the City Of Winnipeg which may be applicable to the management of the rink.
11. The Maples Community Centre shall not be responsible for any failure to supply ice due to any mechanical defect or failure, strike, or walk-out, negligence or oversight of employees, fire or other casualty, act of God, or any other cause beyond the control of the Maples Community Centre.
12. The Centre shall not be responsible in any way for any injury to any person or for loss or damage to any property of the applicant or employees, invitees, or licensees of the applicant while such person or property is in about the centre during the times set forth in this agreement. The applicant covenants to indemnify the Maples Community Centre against any loss, costs, claims or demands in respect to any injuries, loss, or damage arising from the applicant's use of the premises.





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- 13. ALL PAYMENTS MUST BE RECEIVED BY THE MAPLES COMMUNITY CENTRE ON THE FIRST DAY OF THE MONTH THE ICE WILL BE RENTED.**
14. If the applicant shall default in making any payments, the Maples Community Centre may, at its option pursue one or more of the following remedies:
- (A) Refuse further ice until all payments have been made in which even the Centre shall retain any monies already paid and the applicant shall be liable to the Centre for any balances remaining unpaid, or
 - (B) Rent the ice as agent for the applicant for all or part of the times provided in this agreement, in which the event the Centre shall retain any monies already paid and the applicant shall be liable to the Centre for any deficiency in rent received, or
 - (C) Immediately upon default, terminate this agreement by written or oral notice to the applicant and the applicant shall be liable for damage to the Centre by reason of default.
- 15. THE RENTER IS ALLOWED TO RETURN ICE TIME TO THE CENTRE AS LONG AS THE CENTRE RECEIVES 30 DAYS NOTICE. IF THE ICE IS RETURNED WITH LESS THAN 30 DAYS NOTICE THE CENTRE WILL ATTEMPT TO RENT THIS ICE TIME TO A NEW RENTER. IF NO NEW RENTER CAN BE FOUND THEN THE ORIGINAL RENTER IS RESPONSIBLE FOR THE COST OF THIS ICE TIME.**
16. Immediately or at any time after any breach of the conditions aforesaid the Centre shall be entitled to re-rent and exclude the applicant from the use of the arena and shall not be liable to return any money paid as rent.
17. The Centre reserves the right to reschedule any ice times in lieu of Tournaments, Playoffs **OR FOR ANY REASON THEY SEE FIT.** (NOTE: Mid February to end of March is normally reserved for the Playoff period).
18. The Centre reserves the right at any time up to **TWENTY FOUR HOURS (24)** prior to each and every one of the ice times listed in the contract, to cancel the applicant's use of such ice by giving written notice to the applicant and refunding any monies paid for said ice.
19. The Centre reserves the right to charge 1.5% interest per month on any outstanding balance owing to the Centre.
- 20. FAILURE TO MEET THESE TERMS COULD RESULT IN THE CANCELLATION OF ICE RENTAL CONTRACT AND FUTURE CONTRACTS AND THE RENTER'S RIGHT TO USE THE FACILITY IN THE FUTURE.**

