

McKenzie County Hockey



Rink Rental Agreement

Applicant Information (Lessee)

Name: _____

Organization: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Email:** _____

Location request: _____ **Date:** _____ **Time:** _____

Activity Notes or Special Requests:

Usage: Per Addendum

Usage Areas: Rink Surface, Designated Locker Rooms,

Use Period: Per Addendum

Rental Options/Fees: Rink with ice for non-member of MCHC or WCFSC: \$120 an hour
 Rink with ice for member of MCHC or WCFSC: \$80 an hour
 Rink without ice: \$40 an hour
 Concourse for non-members: \$50 an hour
 Meeting room for non-members: \$20 an hour

The McKenzie County Hockey Club (MCHC) AND Lessee in consideration of the terms set forth herein, hereby agree to the following:

1. The MCHC will make available the agreed upon "Rink" (Dave Hansen Arena or Arden Berg Community Rink) and grant use to the Lessee at the time and place agreed upon. The Lessee will not sublease the Rink.
2. The Lessee shall comply with all the applicable rules and policies of the MCHC, also any special rules posted in the Rink.
3. The Lessee shall provide proper supervision to ensure the protection of persons and property. The Lessee will restrict all participants to authorized areas only. If the Rink is rented for a youth activity, there shall be at all times one adult, 18 years or older, present in the Rink.
4. In the event it shall become necessary for the MCHC to enforce any or all of the terms, covenants and conditions of this agreement, the Lessee agrees to pay all expenses incurred by the MCHC in so enforcing the agreement, including reasonable attorney's fees and court costs.

- 5. During the time the Rink is being used by the Lessee, the Lessee is responsible for their own personal property, accidents, injuries, damages, or loss of property. Lessee shall indemnify and hold the MCHC harmless for any and all claims resulting from the use of the Rink by the Lessee, their employees and quests. In the case of large special events or recurring events, Lessee may be required, at the discretion of the MCHC, to have liability insurance, name MCHC as Additional Insured, and present a Certificate of Insurance Prior to use.
- 6. The facility used by the Lessee shall be left in a clean and orderly manner. The Lessee will pay a charge for custodial services (at a rate of \$35 an hour), if the MCHC personnel must clean up after the rental.
- 7. The Lessee shall be liable to the MCHC for payment in full of the cost of replacement and/or repair of any Rink personal property or real property which is damaged as a result of the Lessee’s, their employee’s or guest’s use of the Rink, except ordinary wear and tear.
- 8. The Lessee may not sell or authorize the sale of food or concession items without prior written approval of the MCHC. Use or Consumption of alcoholic beverages is prohibited unless approved by the MCHC Board of Directors.
- 9. The Lessee is entitled to the use of the ice surface and locker rooms only, unless other facilities or services have been arranged in advance with the MCHC.
- 10. Rental fees shall be paid in full at the time of application.
- 11. All hockey participants on ice must have proper hockey helmet on at all times and all participants shall abide by all safety rules designed to protect participants from injury.
- 12. The MCHC reserves the right to make spot checks on all events being held in the Rink. The MCHC reserves the right to refuse or cancel any rental application at the sole discretion of the MCHC Board of Directors.
- 13. The Lessee agrees to end rental session at the scheduled time on the day of the rental.
- 14. **Cancellation and refunds:**
 - a) The MCHC reserves the right to cancel this agreement and withdraw the permission hereby granted for just cause or failure to comply with any of the above terms and conditions. In such cases, the Lessee will, upon request, immediately remove all persons and equipment they have from the Rink. There will be no refund.
 - b) Under Certain weather conditions, the MCHC may declare Rink conditions unsafe or unacceptable. This decision is at the sole discretion of the MCHC Board of Directors or any authorized MCHC member. The MCHC reserves the right to cancel any event due to special circumstances, scheduling conflicts and/or program requirements. When events are cancelled, the MCHC will make every effort to reschedule at a time convenient to the Lessee. In the event the function cannot be rescheduled, a refund will be processed.
 - c) In the event the Lessee finds it necessary to cancel any of the rental periods of the Rink for which it has contracted, the Lessee shall give the MCHC Board of Directors (14) days prior notice in writing of intent to cancel. In the event the MCHC sells the cancelled contracted time to another party, then the Lessee will no longer be liable for the charge on the cancelled contracted time. If the time cannot be sold, the Lessee shall pay for cancelled contracted time at the specified rate.

Applicant (Lessee) has reviewed and agrees to adhere to all policies, rules and regulations of the McKenzie County Hockey Club. Applicant agrees to the terms of the Ice Rink Rental Contract.

Applicant (Lessee)

Signature Date

McKenzie County Hockey Club

Signature Date