



GENERAL USER ICE RENTAL CONTRACT

This agreement made and entered into as of (date) _____, by and between the Benton H. Wilcoxon Municipal Ice Complex (Hereinafter referred to as "MIC"), having its principal place of business at 3185 Leeman Ferry Rd, Huntsville, AL 35801

AND

_____ (Hereinafter referred to as "Renter").

1.0 GENERAL TERMS AND CONDITIONS OF CONTRACT

- 1.1 The Renter is not permitted to assign its ice time to any other group, individual or organization.
- 1.2 A one-hour rental is based on fifty (50) minutes of ice time and ten (10) minutes for ice maintenance. The Renter and all participants must vacate the ice 10 minutes prior to the reserved end time to allow for ice maintenance. Should a Renter or a member of the Renter's group remain on the ice the Renter may, at the discretion of the MIC, be charged for an additional 30 minutes minimum of ice time. Renters causing damage shall have their ice time reduced to accommodate the necessary repair work by maintenance staff.
- 1.3 The MIC shall not be responsible for any lost or stolen goods or money, whether from a dressing room or elsewhere in the facility. It is the responsibility of the Renter to ensure that dressing rooms are supervised or the dressing room door is locked while members are on the ice.
- 1.4 To encourage appropriate behavior during activities and to promote a safe and positive atmosphere, it shall be understood that the Renter must take primary responsibility for the behavior and actions of all persons associated with their program or event. The Renter shall be responsible for any damages caused to the building, grounds, chattels and/or equipment belonging to the MIC and/or the City of Huntsville, as a result of malicious acts or vandalism as may have been perpetuated by members of the Renter's group before, during or after a rental time. The cost of any repairs that are required as a result of damages will be invoiced to, and be the responsibility of the Renter to pay. Frequent damages by a Renter's members may result in ice renting privileges being revoked.
- 1.5 Each rental includes one (1) locker room or party room. Extra locker rooms or meeting space are available at a cost of _____.
- 1.6 Equipment rental is not included but is available at additional cost.
- 1.7 The Renter shall ensure that dressing rooms are vacated within thirty (30) minutes after the end of the rental time period. The user further ensures that the dressing rooms shall be left in a clean condition.
- 1.8 Depending on circumstances, the MIC may require security for the duration of a scheduled event at the Renter's expense.
- 1.9 The Renter agrees to observe, comply with and enforce all applicable MIC, City of Huntsville, State and Federal laws, rules, policies and regulations including but not limited to locker room supervision, physical and sexual misconduct, safety, noise and crowd control.

2.0 RENTAL FEES AND TERMS OF PAYMENT

- 2.1 Ice rental rates are set annually by the Municipal Ice Complex Board of Control.
- 2.2 Prime-time ice rental charges are to be \$285 per hour for facility usage. Prime-time rental charges apply during the following times:
 - Monday – Friday 5:30 pm – 12:00 am
 - Saturday – Sunday 6:00 am – 12:00 am
- 2.3 Off-peak ice rental charges are to be \$175 per hour. Off-peak ice rental charges apply Monday – Friday from 5:00 am – 5:30 pm. Off-peak rates are not in effect during holidays and school breaks.
- 2.4 The renter will pay a deposit of \$75 for each hour of ice rented. Deposit is due when the reservation is made. The balance will be due on the day of rental prior to the commencement of on-ice activity.
- 2.5 Outstanding balances beyond thirty days will be subject to interest and other penalties including cancellation of any future ice time. Any payments made toward the future ice time will be applied to the outstanding debt. Any renter having an outstanding balance of unpaid ice rental fees shall not be permitted to book any additional ice until the balance is paid in full or other payment arrangements are authorized by the SFM.

3.0 CANCELLATIONS

- 3.1 Renter will give notice of cancellation no less than 14 days before the advance scheduled ice time they wish to cancel or they will forfeit their deposit. Where notice is given less than 2 weeks in advance or a Renter is a “no-show” the applicable ice rental fees will be charged unless the MIC is able to rebook the ice time with another user.
- 3.2 If, due to mechanical failures, power outages, acts of God or other events for which the MIC has no direct control, the MIC is unable to honor this agreement, the MIC, will make a reasonable effort reschedule the value of the organization’s unusable time ice time at a mutually agreeable time.
- 3.3 If the MIC cancels a Renter’s ice time due to reasons other than non-compliance of this contract, no ice rental fee will be charged.

4.0 INSURANCE AND INDEMNITY

4.1 Insurance

Renter shall satisfy the following insurance requirements during the term of this Agreement: General liability insurance written on an occurrence basis covering claims for personal injury and property damage with the following limits:

\$ 2,000,000 General Aggregate Limit

\$ 1,000,000 Each Occurrence

The City Huntsville, its elected and appointed officials, employees, agents and specified volunteers, the Benton H. Wilcoxon Municipal Ice Complex, its directors, board members, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of Renter pursuant to this Agreement. Additional insured status shall be through ISO Additional Endorsement CG 2011 01 96 or equivalent that is sufficient to provide the coverage required by this Agreement.

4.2 Indemnity

Renter, to the fullest extent permitted by law, shall indemnify and hold harmless the City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers, the

Benton H. Wilcoxon Municipal Ice Complex, its directors, board members, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of Renter or any of its consultants, clients, guests or anyone directly or indirectly employed by Renter or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

- 5.0 The undersigned Renter has read, understood and agreed to the terms and condition in this contract and hereby accept the same. Renter further acknowledges and agrees that breach of any of the said conditions may result in the termination of the allotted ice time at the discretion of the Municipal Ice Complex Senior Facility Manager.

- 6.0 It is expressly understood that this Ice Rental Contract sets forth the entire agreement of the parties and supersedes any prior written or oral agreements between them concerning the subject matter contained herein, oral or otherwise, and that there is no other agreement between the parties other than that contained herein.

- 7.0 This agreement shall be governed by the law of the State of Alabama. Proper venue of any action to enforce this agreement shall be in the Circuit Court of Madison County, Alabama or the United States District Court for the Northern District of Alabama, Northeastern Division.

- 8.0 The parties each represent that they are duly authorized to execute this Agreement and that the person signing on behalf of each of the parties has full legal authority to sign on the party's behalf.

IN WITNESS WHEREOF, the parties hereunto entered into this Lease on the day first written above.

(Renter)

BENTON H. WILCOXON MUNICIPAL
ICE COMPLEX

By: _____

By: _____

Its: _____

Its: _____