

In consideration of the University of Manitoba issuing the requested booking for space or facilities described in this contract (the “Booking”), it is understood and agreed that the Contract Holder and any invited guests or participants assume the risks associated with any and all activities associated with the Booking and the Contract Holder has read, fully understands and will adhere to the following general terms and conditions:

The Contract and the Contract Holder Requirements

1. The Contract Holder must be the full age of 18 years. The Contract Holder agrees that this agreement or any of the rights or obligations hereunder will not be assigned in whole or in part without the prior written consent of the University.
2. The person who signs the contract must be a person responsible for the Booking and if applicable the person of authority on behalf of the sponsoring organization (the “Contract Holder”). Contract Holder or designate must be present for the Booking and have a copy of the contract readily available at all times during the time scheduled. Contracts cannot be transferred without prior authorization from the University.
3. The contract must be signed and paid for before the first scheduled booking date, unless other arrangements have been made with the University. In any event, the Contract Holder agrees to pay for all booking or rental fees and any charges assessed in relation to the use of space / facilities, including damage to buildings or property. All booking deposits are non-refundable. In addition, a damage deposit may be required. Contract Holders or organizations with outstanding fees may be denied future rentals.
4. The University shall have the right at any time to cancel or re-schedule any Booking(s) upon notice. The University shall have the right at any time to terminate the Booking and the University’s facilities to be immediately vacated if, in the opinion of the University, the Contract Holder or invited guests/ participants are acting in an unsafe or inappropriate manner, or University facilities or space are being used in a manner inconsistent with this contract. The University may at any time terminate this contract, including during the Booking, should the Contract Holder be in breach of contract.
5. Individuals or groups that operates programs or services which, in the University’s opinion, are in competition with programs and services offered by the University will not be permitted Bookings.

The Event / Booking

6. The University’s name may not be used to promote any Bookings without the express written permission of the University by the Contract Holder.
7. Signage for the event may not be placed on University property without prior express written permission. Any decorations put up for the Booking on University property need to be approved by the University, prior to being installed and must comply with public safety and fire regulations.
8. The serving of food or drink required in conjunction with the Booking must be pre-arranged.
9. Unless otherwise negotiated, the Contract Holder and invited guests / participants are only permitted to enter the facilities within the designated time of the Booking. The facilities must be vacated immediately after the end time of the booking.
10. Alcohol and drugs are not to be consumed and smoking during the Booking, save and except in designated spaces for smoking.
11. There is to be no charging of admission, collection or sale of refreshments contracted unless as authorized by the University.

12. Should there be damages to the University facility or equipment by the Contract Holder or invited guests / participants arising from Booking, the University shall seek full restitution. The University may also take such other action as may be determined by the University, to offset any costs incurred by University resulting from the event.

Application of Other Laws

13. The Contract Holder must comply with all Federal, Provincial and Civic laws governing taxes, licenses, fees etc. that may apply to the function for which this contract is issued. The Contract Holder must comply with all the rules and regulations, policies and procedures of the University.

Music

14. The Contract Holder that they will be responsible for any royalties owing for music played during the Booking.

The Facility and Equipment

15. Any special equipment requests must be made a minimum of seven (7) days in advance of booking date.
16. The Contract Holder acknowledges that they will be required to provide photo identification in exchange for all equipment and key loans and be responsible for the replacement cost of any equipment or key that is used in the event of loss or damage.
17. The Contract Holder agrees to use University facilities /equipment and furnishings provided in a manner consistent with its general intended use. There is no representation that on the part of the University that the facilities/space named in the rental contract and/or any equipment within are suitable for the Contract Holder's specific intended use or as to their condition.
18. Contract Holder acknowledges and assumes the risks inherent with using the facilities and equipment and any use is at the Contract Holder's or their invited guests / participants own risk.
19. Only the areas identified on the contract(s) are to be used by the Contract Holder or their invited guests / participants.
20. The University is not responsible for damages to or loss of any articles left prior to, during or following any use of space by the Contract Holder or their invited guests / participants.
21. PARKING PASSES ARE NOT INCLUDED IN THIS RENTAL CONTRACT. The University's Parking Regulation will apply to the Contract Holder and invited guests / participants.

Safety and Responsibility

22. The Contract Holder shall be responsible for decisions made by him/herself or designate during and after the Booking. The Contract Holder or designate shall ensure the physical setting is kept safe for invited guests/ participants attending the Booking.
23. Children 14 years of age and under must be accompanied and supervised by a parent or guardian at all times in the University facilities.
24. If the Contract Holder becomes aware of a situation that could lead to injury or property damage, the Contract Holder shall take immediate and decisive action to prevent invited guests / participants attending the Booking from engaging in activities or conduct that could cause property damage or harm to themselves or others.

25. The University may require a security plan to be submitted and/or the presence of police officers or security guards may be required during the event, the cost of which shall be borne by the Contract Holder.

Accidents and Damage

26. In the event of damage to property or an accident, the Contract holder must follow the Incident Reporting Procedures described below. An accident includes bodily injury to the Contract Holder, a participant, invitee and the public.
- Call 911, when Police, Ambulance, Fire etc., assistance is required. .Campus Security can also be called, if an emergency situation arises, by dialing call "555" from any University phone or MTS pay phone.
 - Immediately advise an onsite University staff of the damage or accident.
27. It is recommended that groups using the University's facilities be equipped with first aid supplies and have a person trained in AED, First Aid and CPR in attendance during the Booking.

Insurance

28. It is recommended that a Contract Holder or sponsoring organization have, at their own expense, liability insurance coverage in one of the following forms; Commercial General Liability, Special Events Liability, Home Owners' Personal Liability, Tenants or Condominium Owners' Personal Liability, or additional insurance coverages which are related to the holding of the event. Such insurance shall be subject to limits of not less than Five Million Dollars (\$5,000,000.00), inclusive per occurrence, for bodily injury, death damage to property.
29. The University may require the Contract Holder or sponsoring organization to maintain such insurance for the Booking and such insurance shall be in the name of the Contract Holder or the sponsoring organizer of the event and shall name the University of Manitoba as an additional insured thereunder. Compliance with the above insurance requirement is the sole responsibility of the Contract Holder or sponsoring organization. The University may require the contract holder or sponsoring organization to provide a Certificate of Insurance evidencing the above insurance coverage prior to the Booking.

Indemnification

30. The Contract Holder agrees to indemnify and save the harmless the University from all claims, demands, causes or action, loss, costs or damages that the University may suffer, insure or be liable for resulting from the Contract Holder's negligence, acts or omissions, obligations, failure to adhere to the above terms of conditions or in relation to the Booking.

Specific Terms and Conditions for Ice Use

1. **All players, coaches and officials must wear a certified CSA helmet while on the ice.**
2. To ensure quick turnaround time, user groups are asked to vacate the ice immediately following the rental time in order to avoid any schedule delays.
3. Dressing rooms must be vacated within 30 minutes of the end of the ice rental period specified in this agreement.
4. No one will be allowed on the ice surface:
 - during operation of the ice surfacing machine;
 - until the ice resurfacing has been completed and the gates have been fully closed.
 - at any other time when directed by the site staff.
 - for any other purpose not stated on the contract.

5. Walking on the ice surface with footwear to gain access to player's benches, penalty box and timekeeper's station is not permitted. Walking on the ice surface to respond to an emergency and provide trainer assistance or skating on the ice to prepare the ice surface for the game is permitted provided the designated person assigned by the coach is wearing a CSA approved helmet. Coaches are required to ensure CSA approved helmets are readily available. Coaches are responsible to ensure coaches from visiting districts, outside of the University of Manitoba, are made aware of the requirement.
6. We recommend that all necessary equipment including full facial protection and mouth guards be worn at all times.