

CANCELLATION POLICY

Cancellations must be received in writing, email or by fax to (204) 474 -7503, from the date of the booking up to 10 days prior to the first reserved date in order to obtain a refund. All booking deposits are non - refundable. Cancellations received within 10 days (including the tenth day) will result in the forfeiture of the total amount. In cases where payment is not received at the cancellation date, groups may be denied future rentals.

AGREEMENT

In consideration of the University of Manitoba issuing the requested booking for space or facilities described in this Rental Agreement/ Permit (the "Booking"), it is understood and agreed that the Contract Holder assume the risks associated with any and all activities associated with the Booking for the Contract Holder and for the Contract Holder's Guests/ Participants.

The Contract Holder or its representative acknowledges and agrees that it has read, fully understands, and will adhere to the following general terms and conditions:

The Contract and the Contract Holder Requirements

1. The person who signs for the Booking is the Contract Holder and must be present in the space during the Booking. If the Contract Holder is not an individual, the person signing the Booking must be a signing authority on behalf of the sponsoring organization and must have a designate from its organization present during the Booking.
2. The Contract Holder must be 18 years of age or older.
3. The Contract Holder agrees that it may not assign its rights or obligations under the Booking in whole or in part to another organization or person without the prior written consent of the University. This includes allowing other organizations or persons to use the space the Contract Holder has booked without university approval.
4. Contract Holders must have a copy of their Booking contract available for review and any required University waivers ready to give to University staff during the timescheduled.
5. The Booking must be signed and paid for before the booking date(s) are confirmed unless other arrangements have been made with the University. The Contract Holder agrees to pay for all fees and charges assessed in relation to the Booking, including damage to buildings or property caused by the Contract Holder's participants/guests. A damage deposit may be required. Contract Holders or organizations with outstanding fees may be denied future Bookings.
6. The University shall have the right to cancel or re-schedule any Booking(s) on reasonable grounds. In the event the Booking must be cancelled the University will endeavor to provide reasonable notice.
7. 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 participants/ guests are acting in an unsafe or inappropriate manner, property damage is occurring or could occur, or University facilities are being used in a manner inconsistent with, or are in breach of the terms of this Contract.
8. The University may at any time terminate this contract, including during the Booking, should the Contract Holder be in breach of this Contract.
9. 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.

Responsibility for following all Public Health Requirements

10. The Contract Holder agrees that it will comply with all Public Health requirements and University directions related to COVID-19, including protocols related to occupancy, distancing, cleaning, and use of a Facility.

Safety and Responsibility for Invited Guests/ Participants

11. The Contract Holder shall be responsible for decisions made by them/ him/herself or invited guests/

participants, or the Organization 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.

12. Children 14 years of age and under must be accompanied and supervised by a parent or guardian or responsible adult at all times in the University facilities.
13. If the Contract Holder becomes aware of a situation that could lead to injury or property damage, the Contract Holder agrees to take immediate and decisive action to prevent it and inform the University of the situation if it persists.
14. The University may require a security or safety 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.

The Event/ Booking

15. The University's name may not be used to promote any Bookings without the express written permission of the University by the Contract Holder.
16. 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.
17. No outside food or drink (except water) allowed. The serving of food or drink required in conjunction with the Booking must be pre-arranged.
18. 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.
19. Alcohol and drugs are prohibited.
20. Smoking is not permitted on University Premises except in designated spaces for smoking.
21. There is to be no charging of admission, collection or sale of refreshments contracted unless as authorized by the University.

Application of Other Laws

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

The Facility and Equipment

23. Any special equipment requests must be made a minimum of seven (7) days in advance of Booking date.
24. 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.
25. 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 Booking are suitable for the Contract Holder's specific intended use or as to their condition.
26. 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.
27. Only the areas identified in the Rental Agreement(s) are to be used by the Contract Holder or their invited guests/ participants.
28. 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.
29. PARKING IS NOT INCLUDED IN THIS RENTAL CONTRACT. The University's Parking Regulation will apply to the Contract Holder and invited guests/ participants.

Accidents and Damage

30. 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.
- 31.** 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.
- 32.** Should there be damage to the University facilities 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.

Insurance

- 33.** The Contract Holder or sponsoring organization must 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 Two Million Dollars (\$2,000,000.00), inclusive per occurrence, for bodily injury, death damage to property.
- 34.** The University requires the Contract Holder or sponsoring organization to maintain such insurance for all Booking(s) 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.
- 35.** The University requires the contract holder or sponsoring organization to provide a Certificate of Insurance evidencing the above insurance coverage at least 2 days prior to the Booking.

Indemnification

- 36.** The Contract Holder agrees to defend, indemnify and save 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 Booking, including but not limited to negligence, acts or omissions, breach of obligations, or failure to adhere to the above terms of conditions or in relation to the Booking.

Specific Terms and Conditions for the Rink / 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 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.