



Game & Conduct Management: MHA Resource Manual

ARENA USE AGREEMENT

Appendix 1:
Arena Use Agreement
(6 Pages)



Game & Conduct Management

ARENA USE AGREEMENT

To Whom It May Concern,

The Arena Use Agreement attached to this letter has been prepared for Hockey Alberta, the Alberta Urban Municipalities Association ("AUMA") and the Alberta Association of Municipal Districts & Counties ("AAMD&C"). This agreement was developed exclusively for use amongst these organizations and their respective members in relation to activities which are "sanctioned activities" as defined by Hockey Alberta.

Anyone considering using the Arena Use Agreement should note the following:

- ü The Agreement is not intended for use by other parties or for unsanctioned activities.
- ü The Agreement has not been prepared for use in relation to any specific purpose or activity except as expressly described in the Agreement.
- ü The Agreement is not intended to be comprehensive, but addresses the minimal essential issues necessary to address the concerns discussed amongst Hockey Alberta, AUMA and AAMD&C with respect to use of arenas.
- ü Hockey Alberta, AUMA and AAMD&C make no representations or warranties whatsoever with respect to the contents of the Agreement and its application to any circumstances which do not fall within the definition of "sanctioned activities.
- ü *Any party considering use of the Agreement should seek independent legal advice if any questions arise with respect to the Agreement or its application to particular circumstances.*



Game & Conduct Management

ARENA USE AGREEMENT

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THIS USE AGREEMENT IS BETWEEN
(OWNER) and (USER)

NAME: _____ NAME: _____

NOTE: This agreement is intended for use exclusively by Hockey Alberta, AUMA and AAMD&C and their respective members. No representations or warranties are made with respect to the contents of this Agreement and their application to any circumstances which to not constitute a “sanctioned activity”. Any party considering use of this Agreement should seek independent legal and other professional advice if any questions arise with respect to this Agreement or its application to certain circumstances.

1. PREAMBLE

- 1.1 The User is the one of Hockey Alberta, a member association of Hockey Alberta or a team or hockey organization belonging to either Hockey Alberta or a member association;
- 1.2 The User wishes to utilize a portion of the Arena under the terms and conditions contained in this Use Agreement herein; and
- 1.3 This Use Agreement is contemplated for use by an Owner who is a member of the Alberta Urban Municipalities Association or the Alberta Association of Municipal Districts and Counties and a user as described above.
- 1.4 In consideration of the payments set forth herein, and the mutual covenants, conditions and terms contained herein, the parties agree as follows:

2. DEFINITIONS

2.1 Meaning of Terms:

- (a) “Arena” means the _____ located at _____ (street address) or on the lands legally described as Plan _____ Block _____ Lot _____;
- (b) “Licence Area” means all that portion of the Arena described in Schedule “A” hereto;
- (c) “Sanctioned Activities” means any activity carried out by Hockey Alberta or a member or Hockey Alberta which qualifies as a Sanctioned Activities that term is utilized pursuant to the by-laws, regulations and policies of Hockey Alberta as may be in force from time to time and include: _____
- (d) “Term” means the period of time commencing on _____ and, subject to provisions for renewal and earlier termination as set for the herein, ending on _____.



Game & Conduct Management

ARENA USE AGREEMENT

3. **RIGHTS AND RESPONSIBILITIES OF THE OWNER**

- 3.1 During the usage periods defined in Schedule "A", the Owner will permit the User to use the License Area for Sanctioned Activities and for no other purpose whatsoever, subject to the terms and conditions set forth herein and in Schedule "A".
- 3.2 The Owner will retain control of the License Area provided that the Owner will not unreasonably interfere with the User's use. The License Area will also be open to use by the general public, in accordance with the policies of the Owner relating to such use.
- 3.3 The Owner will at all times indemnify and save harmless the User from and against any and all actions, claims, demands, suits, proceedings, damages, costs (including without restriction legal costs on a solicitor and his own client full indemnity basis) and expenses whatsoever that may be brought, made or incurred by or invitees in relation to the Arena, except where the action, claim, demand, cost or expense were caused by the intentional acts or negligence of the User.
- 3.4 If, in the reasonable opinion of the Owner, the User undertakes or permits any activity within the License Area which is outside of the Sanctioned Activities, which may be a nuisance or cause damage, or if the User is in default of any of the terms or conditions of this Use Agreement, the Owner may terminate this Use Agreement forthwith verbally or in writing and the User will forthwith vacate the License Area.
- 3.5 If the User fails or neglects to perform any of its obligations under this Use agreement, the Owner will have the right, but will not be obligated, to take such action as is reasonably necessary in the sole discretion of the Owner to perform such obligations. In such event, the User will be responsible for the payment of all costs incurred by the Owner pursuant to this Section.

4. **RIGHTS AND RESPONSIBILITIES OF THE USER**

- 4.1 The User will pay to the Owner the sum of \$ _____, plus applicable G.S.T. to be paid upon the execution of this Use Agreement by the parties or otherwise as follows:
- _____
- _____
- _____
- 4.2 The User agrees to use the Licence Area only for Sanctioned Activities during the period identified in Schedule "A".
- 4.3 The User will at all times indemnify and save harmless the Owner from and against any and all actions, claims, demands, suits, proceedings, damages, costs (including without restriction legal costs on a solicitor and his own client full indemnity basis) and expenses whatsoever that may be brought, made or incurred by or against the Owner by reason of, arising out of, or in any way related to the use of the License Area by the User, its players, coaches, officials, trainers, volunteers, fans, agents, employees, invitees or contactors except where the action, claim, demand, cost or expense were caused by the intentional acts or negligence of the Owner.



Game & Conduct Management

ARENA USE AGREEMENT

4.4 The User will not permit any damage to occur to the dressing rooms, meeting rooms, referee room and _____ which the User utilizes within the License Area and will leave the same in substantially the same condition as when the User entered the License Area for use on that day within the Team, reasonable wear and tear excepted.

5. **OTHER PROVISIONS**

5.1 In addition to the rights and responsibilities set out in this Use Agreement, the terms and conditions printed in Schedule "A" located on the second page (or the back of this page) will also apply to this Use Agreement.

5.2 Any notice to be given by the parties hereto will be in writing and will either be delivered personally or mailed be prepaid mail as follows:

(a) to the Owner: _____

(b) to the User: _____

Notice given in any such manner will be deemed to have been received by the party on the day of delivery or upon the Seventh (7th) day after the day of mailing. Any party may change its address for service from time to time upon written notice to that effect.

5.3 The terms and conditions set forth in this Use Agreement constitute all of the terms and conditions of this Use Agreement, and there are no other terms, conditions, covenants, agreements, representations or warranties, either express or implied, arising between the parties hereto except as expressly set forth herein.

5.4 If any provision of this Use Agreement is illegal or unenforceable it will be considered separate and severable from the remaining provisions, which will remain in force as if the unenforceable provisions has never been included.

5.5 This Use Agreement will ensure to the benefit of and be binding upon the parties hereto, their respective successors, and permitted assigns.

5.6 Portions of this Use Agreement have been inserted for reference and convenience only and do not affect interpretation of this Agreement or any part of it.



Game & Conduct Management

ARENA USE AGREEMENT

6. SIGNATURES

IN WITNESS WHEREOF the parties hereto have executed this Agreement this _____ day of _____, _____.

[OWNER]

Per: _____

Per: _____

SIGNED, SEALED AND DELIVERED

In the presence of:

(Witness)

(User)

- OR- [USER]

SCHEDULE "A" – THE LICENSE AREA

[Drawing or Plan of Arena to be attached with the License Area outlined in red ink]

or

[Description of names and facilities within the Arena]

Arena Ice (designate if more than 1 in multi-surface Arena)

-Dressing Rooms

-Referee Room

-Common Areas

(meeting rooms, concessions, etc)

USAGE PERIODS

[to be completed by owner and user]



Game & Conduct Management

ARENA USE AGREEMENT

TERMS AND CONDITIONS OF USE

The Owner Will:

- maintain all ice services to the standards set by the Owner in its operating policies and procedures
- clean and flood all ice surfaces with the following frequency: _____
- maintain all of the License Area, particularly ice surfaces and rink boards in a reasonably safe condition
- clean and maintain all of the License Area and particularly the dressing rooms to a reasonable standard
- post Rules and Regulations relating to patron use in plain view in a conspicuous area within the Arena
 - *maintain an emergency telephone and first aid equipment (to the standard to be established by the Owner and the User)*
- provide training in use of concession equipment, if concession use is part of this Use Agreement
- maintain copies of all reports of the existence of a hazardous condition for a period of at least _____ years

The User Will:

- *obey all Rules and Regulations of use for the Arena and the License Area, which may be posted in the Arena from time to time*
- *take all reasonable steps to supervise and control the activities of all players, coaches, officials, trainers, volunteers, fans, agents, employees or invitees of the User*
- promptly report the existence of any hazardous condition to the Owner
- *establish and maintain reasonable levels of first aid personnel and equipment during those use periods described herein*
- *provide the Owner with a copy of each injury report completed and submitted to Hockey Alberta following each use of the License Area*
- only permit reasonably trained volunteers for operation of the concession (if applicable)
- *at the end of this Agreement, remove all its property from the License Area. If any improvements have been made with the consent of the Owner, the improvements will be surrendered to the Owner in reasonably acceptable condition to the Owner or removed by the User as directed by the Owner*
- *at all times and abide by all bylaws, legislations and policies of Hockey Alberta and, if applicable, the local Hockey Association with respect to its activities*

OTHER PROVISIONS
