## Gateway Ice Centre Facility Terms and Conditions

Updated October 22, 2025

The following terms and conditions shall form part of all commitments and/or agreements for ice time and shall constitute the terms of use for all User groups/organizations of the ice whether a formal contract is executed between the parties or not. By using the Facility, you agree to be legally bound by these Terms and Conditions. No signature is required.

A sixty (60) minute ice rental is based on fifty (50) minutes of ice time and ten (10) minutes for ice maintenance. Groups causing damage to the ice shall have their ice time reduced to accommodate the necessary repair work by maintenance staff. User groups/organizations who continue to cause damage will result in having their ice times revoked.

Gateway Ice Centre is not responsible and/or liable for any costs for failure in supplying the facility due to circumstances beyond its control (example mechanical failure or hydro failure). In such cases, reimbursement will only cover the actual rental fee, and will not reimburse any other costs or lost revenue.

All User groups/organizations are required to provide a certificate of insurance in the amount of \$2 million Comprehensive General Liability Insurance for Property Damage, Bodily Injury, and where applicable, to include, Participant Liability, Liquor Liability, and Tenant Legal Liability and any other insurance deemed necessary and satisfactory to Gateway Ice Centre, subject to cross-liability and severability provisions naming Gateway Ice Centre and 610 South Service Road Inc, as an additional insured. This documentation needs to be submitted no later than 2 weeks prior to the first rental date. The policy shall not be cancelled without sixty (60) days written notice to Gateway Ice Centre.

All User groups/organizations hereby release Gateway Ice Centre, for Liability for personal injury or loss of property. The User group/organization agree to indemnify and save harmless Gateway Ice Centre, from and against any and all actions, causes of action, claims and demands arising out of, or by reason of, the occupation and use of the facility by the User group/organization.

All User groups/organizations acknowledge that the activities they are taking part in within the facilities are inherently dangerous, and willingly assume those risks.

All User groups/organizations shall ensure that all participants wear the appropriate protective equipment as required by the activity, and that all equipment and supplies utilized in connection with the activity(s) for which this permit is being issued shall be in a safe and usable condition and shall not be such as to present a hazard to the User group/organization member or other participants.

To encourage appropriate behaviour and activities and to promote a safe and positive atmosphere, it shall be understood that the group/organization/individual that rents ice at Gateway Ice Centre must take primary responsibility for the behaviour and actions of all persons associated with their program or event. Fighting and/or unsportsmanlike behaviour may result in the cancellation of future ice times and no refunds will be issued.

Gateway Ice Centre shall not be held responsible for any lost, stolen goods or money anywhere inside the facility or any damages or theft of property outside the facility. It is the responsibility of the User group/organization to ensure that the dressing room door is locked or supervised while they are on the ice.

User groups/organizations shall be responsible for all damages caused to the building, grounds, chattels and equipment belonging to Gateway Ice Centre, as a result of malicious damage or acts of vandalism as may have been perpetrated by members of the group before, during or after the rental period. Any reports that are required as a result of damaged will be invoiced and be the responsibility of the User group/organization and must be paid in full. Failure to pay the damages will result in legal action.

The User group/organization will be permitted access to their assigned dressing rooms 30 minutes prior to their rental. They shall ensure that dressing rooms are vacated within thirty (30) minutes after the end of the rental. The group/organization further ensures that the dressing rooms shall be left in a clean condition.

Cellular phone usage and Personal Digital Assistant usage shall be restricted to either the hallway or outside of the facility. The User group/organization ensures they are not to be used anywhere in the dressing rooms, washrooms or shower areas.

Gateway Ice Centre reserves the right to accept or modify ice flood requests to ensure the achievement of operational efficiencies and pad co-ordination. Special floods for any reason need to be discussed with the Ice Scheduler a minimum of fourteen (14) days in advance to see if the request can be accommodated.

All User group/organization members having or drinking alcoholic beverages in or outside of the facility without an approved Special Occasion Permit will have their ice time cancelled and no refunds given. This includes but is not limited to inside the change rooms, washrooms, hallways and/or parking lot.

All User group/organization members must abide by the Smoke Free Ontario Act while on facility property. SFOA restricts the use of cigarettes, vaping products and cannabis. This includes but is not limited to inside the change rooms, washrooms, hallways and/or parking lot.

Gateway Ice Centre reserves the right to curfew any games to maintain the schedule submitted.

## **Payment Terms & Cancellation Policy**

It is the user/group/organization's responsibility to ensure that the invoice is accurate and to notify the scheduler immediately of any modifications.

User group/organizations will be responsible to pay for all contracted ice for the period specified on the 1st business day of each month. Contracted ice is 4 consecutive weeks or more of regular ice times. Cancellations can be requested up to 7 days prior to the first rental date and/or for each individual ice rental date with written notice. There will be no refunds for contract ice with less than 7 days written notice.

Payment in full must be made at the time of booking for non-contract ice. Non-contract cancellations with less than 48 hours notice will be subject to a \$50.00 per hour administrative fee plus applicable taxes.

No refunds on ice rentals booked on Statutory Holidays.

Private or Training user groups cancelling with less than 24 hours notice will be subject to a \$50.00 per hour administrative fee plus applicable taxes.

Absolutely no subleasing is allowed. Users caught subletting will have their ice revoked for the remainder of the season.

Tournaments or special event ice rentals will be subject to a 25% nonrefundable deposit required at the time of booking. Payment in full for tournament or special event ice is due 30 days prior to the rental date or at the time of booking if less than 30 days.

Any balance outstanding beyond 30 days from the date of billing shall be assessed a late payment charge of 15% per annum or 1.25% per month charged on the first day of default and on the first day of each calendar month that the principal remains unpaid.

Repeated late payments and/or cancellations (three or more incidents) will result in the account being placed on a Cash on Delivery (COD) basis. This means full payment will be required at the time of booking to secure future rentals.

In the event that an account is referred to a debt collection agency or legal counsel for recovery, the customer agrees to be responsible for all reasonable costs incurred by Gateway Ice Centre in recovering the outstanding balance, including agency fees and legal expenses.

Gateway Ice Centre reserves the right to amend, modify, or update these Terms and Conditions at any time, without prior notice. It is the responsibility of the user group/organization to review the Terms and Conditions periodically to ensure awareness and compliance with any changes.