

# Gateway Ice Centre Facility Terms and Conditions for Ice Rentals

Updated: July 1, 2026

The following Terms and Conditions form part of all commitments and/or agreements for ice rentals at Gateway Ice Centre and constitute the terms of use for all user groups and organizations utilizing the facility, whether a formal contract is executed between the parties or not. By using the facility, the user agrees to be legally bound by these Terms and Conditions. No signature is required.

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## General Facility Use

A sixty (60) minute ice rental consists of fifty (50) minutes of ice time and ten (10) minutes allocated for ice maintenance.

Groups causing damage to the ice surface may have their ice time reduced to allow maintenance staff to complete necessary repairs. Continued damage to the ice surface may result in the revocation of future ice times.

Gateway Ice Centre shall not be liable for any indirect, consequential, incidental, special, punitive, or economic damages arising from or related to the use of, inability to use, or interruption of use of the facility, including but not limited to lost profits, lost revenue, lost registrations, travel expenses, accommodation expenses, officiating costs, tournament expenses, business interruption, or any other related costs or losses. In all circumstances, Gateway Ice Centre's liability shall be limited to the actual rental fees paid for the affected ice rental or facility use. The user, group, or organization acknowledges and agrees that this limitation of liability is reasonable and forms a fundamental part of the agreement between the parties.

All users, groups and organizations are required to provide a Certificate of Insurance in the amount of \$2,000,000 Comprehensive General Liability Insurance covering Property Damage and Bodily Injury. Where applicable, coverage must include Participant Liability, Liquor Liability, Tenant Legal Liability, and any other insurance deemed necessary by Gateway Ice Centre. The policy must include cross-liability and severability provisions and name Gateway Ice Centre and 610 South Service Road Inc. as additional insureds. This documentation must be submitted no later than two (2) weeks prior to the first rental date. The policy shall not be cancelled without sixty (60) days written notice to Gateway Ice Centre. Where a user group or organization does not carry their own liability insurance, Gateway Ice Centre may, at its sole discretion, permit the use of the facility under the liability insurance maintained by Gateway Ice Centre, subject to any additional requirements, waivers, or administrative fees that may apply. Acceptance of any Certificate of Insurance by Gateway Ice Centre shall not limit, waive, or reduce the responsibility or liability of any user, group, or organization under these Terms and Conditions.

All users, groups and organizations hereby release Gateway Ice Centre from liability for personal injury or loss of property. The user, group or organization agrees 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 or organization.

All users, groups and organizations acknowledge that the activities they participate in within the facility may be inherently dangerous and willingly assume those risks.

Users, groups and organizations shall ensure that all participants wear appropriate protective equipment as required for the activity. All equipment and supplies used in connection with the activity must be in safe and usable condition and must not present a hazard to participants or others within the facility.

To encourage appropriate behaviour and maintain a safe and positive environment, the group, organization, or individual renting ice at Gateway Ice Centre assumes full responsibility for the behaviour and actions of all persons associated with their program or event. Fighting or unsportsmanlike behaviour may result in the cancellation of future ice times without refund.

## Facility Compliance

All users must comply with facility rules, posted signage, and staff instructions at all times. Gateway Ice Centre reserves the right to remove any individual or group from the facility for failure to comply with facility rules or for behaviour deemed unsafe, disruptive, or inappropriate. No refunds will be issued in such circumstances.

Gateway Ice Centre shall not be responsible for any lost or stolen goods or money anywhere within the facility, nor for any damages or theft of property outside the facility. It is the responsibility of the user group or organization to ensure dressing room doors are locked or supervised while participants are on the ice.

User groups and organizations shall be responsible for all damages caused to the building, grounds, chattels, or equipment belonging to Gateway Ice Centre as a result of malicious damage or vandalism caused by members of the group before, during, or after the rental period. Any reports, repairs, or administrative work required as a result of such damage will be invoiced to the user, group or organization and must be paid in full.

Failure to pay for damages may result in legal action.

Gateway Ice Centre reserves the right to apply reasonable administrative charges where staff time is required to address damages, rule violations, excessive cleaning, incident reports, security matters, or other issues resulting from the actions of the user group or organization. Users, groups and organizations will be permitted access to their assigned dressing rooms thirty (30) minutes prior to their scheduled rental time and must ensure dressing rooms are vacated within thirty (30) minutes after the rental has concluded. Dressing rooms must be left in a clean condition.

Cellular phones and personal electronic devices may only be used in hallways or outside of the facility and are strictly prohibited in dressing rooms, washrooms, or shower areas.

Gateway Ice Centre reserves the right to accept or modify ice flood requests to maintain operational efficiency and pad coordination.

Special flood requests must be discussed with the Ice Scheduler a minimum of fourteen (14) days in advance and will be accommodated only where operationally feasible.

Alcoholic beverages are strictly prohibited anywhere inside or outside the facility without an approved Special Occasion Permit. Violations may result in the immediate cancellation of ice time without refund.

All users must comply with the Smoke-Free Ontario Act, which restricts the use of cigarettes, vaping products, and cannabis on facility property. Gateway Ice Centre reserves the right to curfew games where necessary to maintain the posted facility schedule.

Gateway Ice Centre reserves the right to amend, modify, or update these Terms and Conditions at any time without prior notice.

# Payment Terms and Cancellation Policy

## **Invoice Review**

It is the responsibility of the user, group, or organization to review all invoices for accuracy and notify the scheduler of any discrepancies or required modifications no later than five (5) days prior to the scheduled rental date, or within five (5) business days of invoice receipt for ongoing contract ice. Invoices not disputed within this timeframe shall be deemed accepted as issued. Delivery of invoices by email shall constitute proper notice of payment due.

## **Contracted Ice Rentals**

Contracted ice refers to ice rentals booked on a recurring basis for four (4) consecutive weeks or more, typically occurring on the same day and time each week and scheduled in advance as part of a seasonal or ongoing rental arrangement.

Users, groups, and organizations are responsible for payment of all contracted ice. Invoices are due on the first (1st) day of each month unless otherwise specified. All contracted ice is billed in full regardless of use.

Gateway Ice Centre reserves the right to require a deposit to secure any ice rental. Deposits will be applied to the renter's account balance and may be applied to any outstanding balances owed to Gateway Ice Centre.

Written cancellation is required at least seven (7) days prior to the scheduled rental date. Ice cancelled with less than seven (7) days written notice is non-refundable and non-creditable.

## **Non-Contract Ice Rentals**

Non-contract ice refers to single rentals, occasional bookings, tournaments, special events, private rentals, training sessions, or any ice time not scheduled as part of a recurring weekly rental for four (4) consecutive weeks or more.

Payment in full is due upon booking to confirm and secure the reservation, unless otherwise specified in writing by Gateway Ice Centre. Gateway Ice Centre reserves the right to require a deposit to secure non-contract ice rentals, including tournaments, private rentals, special events, or other high-demand bookings. Deposits will be applied to the renter's account balance and may be applied to any outstanding balances owed to Gateway Ice Centre.

Cancellations with less than forty-eight (48) hours written notice will be subject to a cancellation fee of Fifty Dollars (\$50.00) per hour, plus applicable taxes. This fee applies to all late cancellations and remains payable regardless of whether the cancelled ice is subsequently rebooked. Gateway Ice Centre reserves the right to release, cancel, or reallocate unpaid non-contract bookings where payment has not been received within the timeframe specified at the time of booking.

## **Statutory Holiday Rentals**

No refunds will be issued for ice rentals booked on Statutory Holidays.

## **Refund Policy**

Approved refunds will be issued to the original payment method (excluding cash). Refunds by e-transfer are subject to a \$5 administrative fee.

## **Subleasing, Transfers and Booking Responsibility**

Ice rentals may not be assigned, transferred, sublet, shared, or otherwise provided to another individual, team, organization, or participant without the prior written consent of Gateway Ice Centre. The individual, group, or organization booking the ice shall remain the responsible renter and must be present at the facility or otherwise directly responsible for supervising and administering the activity. Any insurance provided in support of the rental must belong to the responsible renter and may only be used in connection with that renter's operations and activities.

Payment may be made by a third party; however, responsibility for the rental, compliance with these Terms and Conditions, and all liabilities arising from the rental shall remain with the responsible renter. Gateway Ice Centre reserves the right to cancel rentals or revoke future booking privileges where this provision is violated.

## **Tournament & Special Event Rentals**

Tournament or special event rentals require a twenty-five percent (25%) non-refundable deposit at the time of booking to confirm and secure the reservation. Full payment is due thirty (30) days prior to the rental date, unless otherwise specified in writing by Gateway Ice Centre.

Failure to remit payment by the required due date may result in the cancellation or release of the reserved ice time without further notice.

Tournament and special event bookings cancelled within thirty (30) days of the rental date are non-refundable and non-creditable.

The renter is responsible for ensuring that all participants, teams, and spectators comply with the Facility Terms and Conditions of Gateway Ice Centre.

Gateway Ice Centre reserves the right to adjust ice schedules where necessary for operational requirements. Any additional ice time requested or used beyond the confirmed schedule will be invoiced accordingly.

## **Late Payments**

Any balance outstanding thirty (30) days after the due date will incur interest at a rate of 1.25% per month (15% per annum) until paid in full.

## **Payment Enforcement**

Three or more late payments or cancellations may result in Payment in Advance status. Gateway Ice Centre reserves the right to suspend bookings if accounts are not in good standing.

## **Outstanding Accounts**

Gateway Ice Centre may refuse bookings where an outstanding balance exists, including attempts to book under a different team name or organization.

## **Responsibility for Payment**

The individual booking the ice represents that they have authority to bind the organization and agrees that both the individual and the organization shall be jointly and severally liable for all amounts owing under these Terms and Conditions.

## **Collections**

If an account is referred to collections or legal counsel, the customer agrees to pay all reasonable recovery costs including collection fees and legal expenses.

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.