



**Cowichan Valley Regional District
Community Services Department
Cowichan Lake Recreation Division**

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Cowichan Lake Sports Arena Ice Conditions of Use

Please read, sign, date and return a copy of this form with your signed rental contract. The User Group will be responsible for and comply with the following requirements:

- a) The User Group may not sublet any portion of the space contracted for without the written permission of Cowichan Lake Recreation.
- b) User groups will have access and usage of the facility as specified by their rental contract. Insurance will not cover users outside of the times specified by their contract (i.e. going on the ice early).
- c) Loss or damage to articles or equipment (including vehicles and items left in vehicles) are the sole responsibility of the user. The User Group is recommended to obtain property insurance for any articles or equipment left on site and to report any loss or damage to the Manager of Cowichan Lake Recreation.
- d) All changes (additions/deletions/amendments) to bookings on facility rental contracts must be done through email so that copies can be attached to contracts. E-mail the Manager at lblatchford@cvrd.bc.ca or admin staff at clradmin@cvrd.bc.ca. Changes will not be made until e-mail is received.
- e) Cancellation Policy:
 - Ice will not be confirmed without a signed contract;
 - Contracts will be sent out electronically;
 - Unless otherwise stated, contracts must be signed and returned within two (2) days of being sent out for signature, or the booking will be removed;
 - Any cancellations made after your facility rental agreement has been signed or amended by e-mail will be subject to a 25% administration fee for cancellations made with more than one week's notice;
 - Tournament ice rentals can be cancelled up to 30 days prior to the event, without financial penalty;
 - There will be no refund on cancellations with less than one week's notice;
 - Cancellations due to weather, power outages, or ice equipment failure, will result in no charge;
 - Cancellation fees will be based on the value of the ice at the current hourly rate;
 - Cowichan Lake Recreation management reserves the right to cancel or alter rentals should conditions arise that necessitate scheduling changes.
- f) The User Group will provide proof of liability insurance in the minimum amount of two million dollars (\$2,000,000) naming the Cowichan Valley Regional District as additionally insured.
- g) User Groups booking 1 single ice slot or 1 weeks' worth of ice slots will be required to pay half the ice fees at the time of booking with the balance due one week prior to the date of the first ice slot as per Cowichan Lake Recreation Commission direction March 28, 2013. Seasonal user groups (i.e. minor hockey) with multiple bookings covering a number of weeks/months will be invoiced at the end of each month. Payment is due upon receipt of the invoice.
- h) The User Group will not permit liquor anywhere on the premises unless a liquor license is in effect and a copy of the liquor license is presented and attached to this agreement prior to use of the facility. Cowichan Lake Recreation has several licensed facilities and may be able to provide licensed service upon request. Unlicensed alcohol is not to be brought into the building.
- i) The User Group will not permit the use of drugs, marijuana or tobacco products, including chewing tobacco, and vaporizers in Cowichan Lake Recreation Facilities. There is no smoking anywhere on the property owned or leased by Cowichan Lake Recreation as per CVRD Bylaw #738.

- j) Spitting anywhere in the Cowichan Lake Sports Arena is not permitted for health and safety reasons.
- k) The User Group agrees that in the event of a strike/lockout, power outage, inclement weather, or ice equipment failure, the Cowichan Valley Regional District will not be held responsible or liable for providing the facility.
- l) The User Group is responsible for leaving the premises clean. Failure to do so may result in an additional fee levied for maintenance and/or extraordinary cleanup.
- m) User Groups acknowledge that emergency drills may be conducted during their allotted time. Staff training is necessary to ensure public safety. Cowichan Lake Recreation will endeavour to minimize inconvenience during emergency drills.
- n) The contract holder is responsible for the actions and safety of all persons associated with this rental including players, spectators and organization officials. If it is deemed necessary to bring in additional resources to deal with safety concerns, all costs will be borne by the contract holder.
- o) User groups agree to abide by the Facility Code of Conduct.
- p) Users are expected to vacate the ice ten (10) minutes prior to the end of their contracted ice time.
- q) User Groups are to clear dressing rooms within 45 minutes of the completion of their allotted ice time.
- r) User Groups are not permitted to be in the player's benches, or on the ice, until the ice resurfacers has completed the ice clean and the gate is closed.
- s) No Pucks on the ice until both end gates are closed and properly secured.
- t) NOTICE, the Cowichan Lake Sports Arena is under video surveillance. This area is monitored by video surveillance cameras. Personal information collected under Section 26 of FOIPPA is used to aid in the prosecution of crimes committed against persons or property at this site. Please direct inquiries to the CVRD FOI Coordinator, 175 Ingram Street, Duncan at 250-746-2500.
- u) Multiple Use User Groups are permitted to have one free meeting a month in our meeting room. Please book through the office.

WAIVER AND INDEMNITY CLAUSE

The User Group accepts and will use the Premises at its own risk and agrees that the CVRD has made no warranties or representations respecting the suitability or condition of the premises. The User Group further agrees that it will indemnify and save harmless the CVRD and its officers, employees, servants, agents, heirs, successors and assigns from and against any and all claims whatsoever, including all damages, liabilities, expense, costs, including legal or other fees, incurred in respect of any such claim(s) or any action(s) or proceeding(s) brought thereon arising directly or indirectly from or in connection with the granting of this agreement and use of the premises, except claims arising from the responsibility and/or negligence of the CVRD.

Please sign that you have read, understand and agree to the above stated conditions of use.
Please return a signed copy with your signed and approved contract.

Signature of Contract Holder

Print Name

Date

Updated May 2017