Grand Forks Park District - Ice Rink Rental Agreement PO Box 12429

Grand Forks, ND 58208

Applicant Information (Lessee)

Name:	Organization:	
Address:		
City:	State:	Zip:
Phone:	Email:	
Activity Notes or Special Requests: Usage: Per Addendum Usage Area: Ice Surface, Locker Rooms, access to same Rental Fee: Per Addendum Use Period: Per Addendum		

The Park District of the City of Grand Forks (hereinafter "GFPD") and Lessee in consideration of the terms set forth herein, hereby agree to the following:

- 1. The GFPD will make available the agreed upon Rink (Purpur, Gambucci, Eagles, BLC, Rydell, or Judd) the exclusive use of the Lessee at the time and place agreed upon. The Lessee will not sublease the Rink.
- 2. The Lessee will comply with all applicable rules and policies of the GFPD, also any special rules posted in the Rink.
- 3. The Lessee shall provide proper supervision to ensure the protection of persons and property. The Lessee will restrict all participants to authorized areas only. If the Rink is rented for a youth activity, there shall be at all times one adult, 18 years or older, present in the Rink.
- 4. In the event it shall become necessary for the GFPD to enforce any or all of the terms, covenants and conditions of this agreement, the Lessee agrees to pay all expenses incurred by the GFPD in so enforcing the agreement, including reasonable attorney's fees and court costs.
- 5. During the time the Rink is being used by the Lessee, the Lessee is responsible for their own personal property, accidents, injuries, damages, or loss of property. Lessee shall indemnify and hold the GFPD harmless for any and all claims resulting from the use of the Rink by the Lessee, their employees and guests. In the case of large special events, Lessee may be required, at the discretion of the GFPD, to have liability insurance, name GFPD as Additional Insured, and present a Certificate of Insurance prior to use.
- 6. The facility used by the Lessee shall be left in a clean and orderly manner. The Lessee will pay a charge for custodial services (at a rate of \$50/hour), if the GFPD personnel must clean up after the rental.
- 7. The Lessee shall be liable to the GFPD for payment in full of the cost of replacement and/or repair



1060 47th ave. south p.o. box 12429 grand forks, nd 58208 - 2429 p 701.746.2750 f 701.746.2753 www.gfparks.org

commissioners

Jay Panzer, Pres. Greg LaDouceur, V.P. Paul Barta Tim Skarperud Molly Soeby

of any Rink personal property or real property which is damaged as a result of the Lessee's, their employee's or guest's use of the Rink, except ordinary wear and tear.

- 8. The Lessee may not sell or authorize the sale of food or concession items without prior written approval of the GFPD. Use or consumption of alcoholic beverages is prohibited unless approved by the Executive Director of the GFPD.
- 9. The Lessee is entitled to the use of the ice surface and locker rooms only, unless other facilities or services have been arranged in advance with the GFPD.
- 10. Rental fees shall be paid in full at the time of application. For large amounts of ice rentals, one half (1/2) of the rental fee is due upon date of application; the remaining one half (1/2) is due 14 days **before** the first scheduled rental time is used unless prior arrangements or alternative payment plans have been made with the GFPD Recreation Coordinator.
- 11. All hockey participants on ice must have a proper hockey helmet on at all times and all participants shall abide by all safety rules designed to protect participants from injury.
- 12. The GFPD reserves the right to make spot checks on all events being held in the Rink. The GFPD reserves the right to refuse or cancel any rental application that is contrary to public safety and welfare or the GFPD ordinances and policies.
- 13. The Lessee agrees to end rental session at the scheduled time on the day of rental.

14. Cancellation and refunds:

- a. The GFPD reserves the right to cancel this agreement and withdraw the permission hereby granted for just cause or failure to comply with any of the above terms and conditions. In such cases, the Lessee will, upon request, immediately remove all persons and equipment they have from the Rink. There will be no refund.
- b. Under certain weather conditions, the GFPD may declare Rink conditions unsafe or unacceptable. This decision is at the sole discretion of the GFPD Recreation Coordinator, the GFPD Executive Director, or any authorized GFPD employee. The GFPD reserves the right to cancel any event due to special circumstances, scheduling conflicts and/or program requirements. When events are cancelled, the GFPD will make every effort to reschedule at a time convenient to the Lessee. In the event the function cannot be rescheduled, a refund will be processed.
- c. In the event the Lessee finds it necessary to cancel any of the rental periods of the Rink for which it has contracted, the Lessee shall give the GFPD Recreation Coordinator (14) days prior notice in writing of intent to cancel. In the event the GFPD sells the cancelled contracted time to another party, then the Lessee will no longer be liable for the charge on the cancelled contracted time. If the time cannot be sold, the Lessee shall pay for the cancelled contracted time at the specified rate.

Applicant (Lessee) has reviewed and agrees to adhere to all policies, rules, and regulations of the GFPD. Applicant agrees to the terms on this Ice Rink Rental Contract.

APPLICANT (LESSEE) SIGNATURE

DATE



1060 47th ave. south p.o. box 12429 grand forks, nd 58208 – 2429 p 701.746.2750 f 701.746.2753 www.gfparks.org

commissioners

Jay Panzer, Pres. Greg LaDouceur, V.P. Paul Barta Tim Skarperud Molly Soeby