



FACILITY RENTAL AGREEMENT

4528 - 51 Street, PO Box 270
Millet, AB T0C 1Z0
780-387-4554

THE "AGREEMENT"

The Town of Millet
(the "Owner")

BETWEEN:

and

(the "Renter")

- 1. Schedules** The following schedule form part of the Agreement:
- a) Schedule "A" – Rental Request Form
 - b) Schedule "B" – Additional Terms

The Renter, by its initials on each page of the Agreement confirms they have reviewed the Agreement in full and understands its contents and legal implications.

- 2. Rental Area** The premises rented under this Agreement shall consist of a portion of the following facility:
- Facility name: Millet Agriplex Ice / Arena Surface – Off Season No Ice
- Address: 5400 – 45 Avenue, Millet, AB
- Legal description: part of Lot 1 Plan 862 0442

The "Facility", such portion being that portion of the Facility shown or described within Schedule "A" attached hereto, the "Rental Area". The Renter and its invitees shall be entitled to non-exclusive access to and/or through those common areas forming part of the Facility which are designated from time to time by the Owner fo shared and/or common use.

- 3. Grant** The Owner has agreed to rent to the Renter, and the Renter has agreed to rent from the Owner the Rental Area subject to the terms, covenants, and conditions contained in the Agreement.

- 4. Permitted Use** The Rental Area may be used for the following purposes only, the "Function":

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- 5. User Type**
- Block User
 - Incidental User

Block Users are required to comply with Item 6. Insurance Requirements.

- 6. Insurance Requirments** The Renter confirms that at its sole cost and expense obtained general liability insurance which shall include the following:
- a) Liability limit of not less than two million dollars (\$2,000,000), preferred five million (\$5,000,000) per occurrence, and
 - b) The Town of Millet will be named as an additional insured.

The Renter agrees to provide to the Owner a Certificate if Insurance evidencing such insurance coverage not less than seven (7) days prior to the commencement of the Term. If satisfactory evidence of insurance coverage is not provided, the Owner may cancel this Agreement.

Renter's Initials _____



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- 7. Term** The term of the Agreement will be from the _____ day of _____ (month),
20____ (the "Start Date") to the _____ day of _____ (month), 20____ (the "Term").
- 8. Payment** The Renter shall pay all the applicable fees and deposits for the Term as set out in Town of Millet Bylaw 2023-10 (the "Fees"), payable as per payment terms in Schedule "B", without any deduction or abatement. The Renter shall pay all applicable GST and other taxes or assessments regarding the rent of the Rental Area.
- 9. Special Terms** In addition to all of the terms, covenants, and conditions contained in this Agreement, the Owner and the Renter agree to the following additional terms, covenants and conditions:

10. Notice Any notice to be given by the Renter to the Owner shall be in writing and delivered to the Owners' designated representative.
Any notice to be given by the Owner to the Renter may be verbal or in writing.

11. Signatures The Agreement is Granted by:

Printed Name
Town of Millet Representative

Printed Name
Witness for Town

Signature
Town of Millet Representative

Signature
Witness for Town

Date

Date

The Agreement is Accepted by:

Printed Name
Renter

Printed Name
Witness for Renter

Signature
Renter

Signature
Witness for Renter

Date

Date

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Schedule A - Town of Millet Agriplex Ice Rental Request Form

Group Name:	
Contact Name:	
Email Address:	
Phone Number:	
Mailing Address:	

User Group Information – Please Specify Numbers in Your User Group

Jurisdiction	Town of Millet	Wetaskiwin County	Other	If Other, please specify:
Quantity				

Category:

Local Minor <input type="checkbox"/>	Non-Local Minor <input type="checkbox"/>	Public Skating Sponsorship <input type="checkbox"/>
Local Adult/Business <input type="checkbox"/>	Non-Local Adult/Business <input type="checkbox"/>	School <input type="checkbox"/>
Local Junior <input type="checkbox"/>	Non-Local Junior <input type="checkbox"/>	

Day of the Week	Start Date	End Date	Start Time	End Time	Total Hours
<i>Example: Monday</i>	<i>Sept 19/22</i>	<i>March 27/23</i>	<i>5:30pm</i>	<i>6:30pm</i>	<i>1</i>

Prime Time hours Monday to Friday 3pm – 10pm, and Saturday to Sunday 8am – 10pm
 Non-Prime Time hours is anything outside of Prime Time hours

Except Date(s) and/or Additional Notes:	
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Definitions (Please select one):

- Block Users User groups that reserve regular use bookings for the regular sport season September to March.
- Incidental Users User groups that reserve randomly or regularly as availability permits.

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Schedule B – Additional Terms Ice Rental

1. The User agrees to pay the Town of Millet as per Bylaw No. 2023-10. All payments shall be made payable to the Town of Millet; Box 270, Millet, AB, T0C 1Z0 or in person to 4528 51st Street Millet, AB, or via e-transfer to payments@millet.ca.
2. During the term of this agreement, should the premises or any portion of the premises be damaged by the act, default or negligence of the User, or of the User's agents, employees, patrons, guests, or any person admitted to the premises by the User, the User shall pay to the Town of Millet, a sum that shall be necessary to restore the premises to the condition that existed prior to the occurrence of such damage. The User hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the premises or to any portion of the premises by the consent of the User or by or with the consent of any person acting for or on behalf of the User. The damage deposit will be forfeited.
3. The User shall be liable for, and shall indemnify and save harmless the Owner, its agents, employees, invitees or contractors and the Town of Millet, its councillors, officers, employees and agents from any claim, damages, liability, cost, fee, penalty, action, cause of action, demand, damage to property, injury to person or death (including, without limitation to, legal fees of the Owner and the Town of Millet on a solicitor and his own client full indemnity basis), whether in contract or tort, suffered or incurred by the Owner, its agents, employees, invitees or contractors and the Town of Millet, its councillors, officers, employees or agents or by any other person, firm, partnership, corporation or entity resulting directly or indirectly from, attributable to, by reason of, arising out of, or in any way related to the occupation or use of the Facility and Rental Area by the User or any of its directors, officers, servants, agents, invitees, contractors, or employees, whether or not such things are done in the exercise of the rights conferred upon the User within this Agreement or from any breach of this Agreement or any other negligent act or omission or willful misconduct of the User or any of its directors, officers, servants, agents, invitees, contractors, or employees.
4. The User acknowledges and agrees that all property of the User which may hereafter be located on, under, or within the Rental Area or the Facility shall be at the sole risk of the User, and the Owner, its agents, employees, invitees or contractors and the Town of Millet, its councillors, officers, employees and agents shall not be liable for any loss or damage thereto, howsoever occurring and the User hereby releases the Owner, its agents, employees, invitees or contractors and the Town of Millet, its councillors, officers, employees and agents from all actions, claims, demands, suits or proceedings whatsoever in respect of any such loss or damage.
5. Definitions:
 - Block Users are User groups that reserve regular use bookings for the regular sport season September to March
 - Incidental Users are User groups that reserve randomly or regularly as availability permits.
6. The User shall not sublet the premises or any part of them outside of the Users organization. The Town of Millet staff can refuse use of any group not indicated on the Town of Millet facility schedule.
7. The User may contact the Town during regular business hours (Monday-Friday 8:30am to 4:00pm) to reassign the premises or any part of them. If the User wishes to reassign the premises or any part of them to an alternate organization, said organization must complete a new agreement with the Town of Millet. A \$25.00 administration fee will be charged to the User for any exchanges of less than 10 days notice.
8. The User shall at all times during the said term, keep and at its expiration, leave the premises in good repair; reasonable wear and tear only accepted.
9. The User shall be responsible to meet standards of all provincial and municipal regulatory bodies.
10. The User shall be responsible for adult supervision of minor participants.
11. Agreements for Block User groups shall be drawn up by the Town of Millet and signed by the Block User group prior to August 15th. No group shall use the premises until the agreement is signed. Please note that if agreements are not received by August 15th, other teams shall be contacted to rent the ice.
12. Ice shall be booked in 30 minute increments, however exceptional circumstances may be approved by the CAO or designate.

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13. Payment terms:

- For block bookings, rental payment shall be received no later than 12 noon the last business day of the previous month. For example, payment for rental fees for the month of November must be received by the Town of Millet no later than 12 noon the last business day of October. Failure to do so will result in loss of ice time.
 - Payment is required in advance of use.
 - Payment is due immediately upon reserving ice if the reservation is made with less than two (2) weeks notice.
14. All date(s) that are *cancelled* in this agreement must be cancelled (in writing) two weeks prior to the date(s) cancelled or the charges for those dates will be billed to the User.
15. Tournaments, ice carnivals and test days are considered special events and shall be booked at the beginning of the season and be incorporated into the ice schedule. These events will take precedence over the regular scheduled ice.
16. The User shall agree to supply referees or team members to move nets during flood times for the facility operators.
17. The User by signing this agreement recognizes that there is ***no alcohol, tobacco or cannabis*** allowed on the premises at any given time. They also recognize that they are responsible to ensure the teams they have invited to play abide by this rule. If at any time, alcohol, tobacco or cannabis is discovered, this agreement shall immediately become null and void. Any rental payments for future dates shall not be returned to the User. The User must complete a new agreement to reserve future dates.
18. No User group shall bring any foods or beverages into the Agriplex lobby, at any time during any event or function during Concession hours for distribution to participants during the event or function, unless they have received prior consent from the CAO or designate.
19. Users using this facility are expected to vacate the change rooms within 30 minutes. Any time over the 30 minutes the team will be charged 1 hour of ice time. This will be paid in full before their next scheduled game.
20. Failure to comply with this agreement in its entirety will result in the following: this agreement will be cancelled and become null and void. Any rental payments for future dates shall not be returned to the User.