

## Arena Facility Use Agreement – updated Oct 2025

1. The Contract Client must comply with all policies and bylaws set out by the Town of Oliver.
2. Fire Regulations expressly prohibit the use of candles or open flames in community facilities without written permission of the local Fire Department. It is the responsibility of the Contract Client to ensure such permission is received and returned to the Recreation Admin office prior to the event.
3. A Special Event Permit (SEP) must be obtained and in the group's possession during each ice time if alcohol is to be consumed in the facility. A copy must be provided to the Recreation Facility Clerk prior to the ice time or season (if bookings are on-going).
4. The Contract Client will inspect the facility immediately prior to use and advise the facility manager of any hazards or areas or concerns requiring maintenance.
5. The Contract Client accepts and will use the facilities and/or equipment at their own risk and agrees that the Town of Oliver and their respective officers, employees, servants, agents, heirs, successors and assigns (the "Municipalities") has not made any warranties or representations respecting the suitability or condition of the facilities and/or equipment.
6. The Contract Client agrees to comply with Town of Oliver's "Smoke Free Bylaw 1375". See below excerpt from said bylaw:
  - a. *"Section 2.1 - No person may smoke:*
    - i. *In a public premises or public vehicle*
    - ii. *In, on or within 6 meters of a:*
      1. *Community Facility*
      2. *Outdoor public Space*
      3. *Park*
      4. *School Property*
      5. *Town Street when used as part of an outdoor public event to which the public has access as of right or by express or implied invitation*
      6. *within 6 meters of an entrance or exit to a public premise.*
  - b. *Section 2.2 – This Bylaw does not apply to:*
    - i. *A designated smoking area established for the purpose of an outdoor public event with the area being determined by and with the agreement of both the Town of Oliver and the event organizer*
    - ii. *Aboriginal cultural activity*

*iii. Carrying of lighted incense or other lighted smoking equipment used solely for ceremonial or religious purposes.”*

7. The Town of Oliver will charge a cleaning fee of \$200+GST will be charged to any group that is found to have chew spit or other contraband left behind in change rooms, team benches or boxes, hallways or walkways accessed by the team, or on the ice. Refusal to adhere to this regulation may result in loss of future ice rentals in addition to this fee.
8. The Contract Client further agrees that it will indemnify and save harmless the Town from and against any and all claims whatsoever, including personal injury, property damage, damages, liabilities, expenses, costs, including legal or other fees, incurred in respect of any such claims or any actions or proceedings brought therein arising directly or indirectly from or in connection with the use of the facilities, whether brought forward by the Contract Client, its guests, or any other third parties.
9. The Contract Client will obtain comprehensive general liability insurance covered all times and dates listed in this contract (not just “event day”). The Town of Oliver is to be listed as additional named insured. Such policy will be written on a comprehensive basis with inclusive limited of not less than two million (\$2,000,000.00) dollars per occurrence included two million (\$2,000,000.00) dollars for bodily injury. A copy of this policy will be provided to the Recreation Facilities Clerk prior to the event. Such insurance shall be maintained and provided at the sole expense of the Contract Client.
10. The Contract Client warrants and represents that if they execute this Agreement on behalf of a group or organization that the Contract Client has sufficient power, authority and capacity to bind the group or organization with their signature. The Contract Client further agrees to inform all responsible officials associated with the group or association of the terms of this Agreement.
11. All ice users are permitted access to dressing rooms and arena building a maximum of 30 minutes prior to game/practice/scheduled ice time. All ice users must vacate dressing rooms and arena building no more than 30 minutes following the end of the game/practice/scheduled ice time. Cooperation is expected and teams will be assessed any overtime that is incurred by our staff.
12. CANCELLATION POLICY For Arena Ice –
  - a. Major or public events or standard hockey tournament bookings may be cancelled with written notice no less than thirty (30) full days prior to the scheduled ice time. Any cancellations received within thirty (30) days of

scheduled ice time shall be accepted but the Contract Contact will be invoiced for the full amount of the ice time. (NOTE: Refunds may still be granted if the Town is able to sell the ice that has been cancelled, however no extraordinary measures will be guaranteed to be taken by the Town of Oliver staff to make that happen. The Contract Client is welcome to reach out to contacts about booking the ice they're wishing to cancel and reduce the penalty if they can.)

- b. Standard ice bookings may be cancelled with written notice no less than seven (7) full days prior to the scheduled ice time. Any cancellations received within seven (7) days of scheduled ice time shall be accepted but the Contract Contact will be invoiced for the full amount of the ice time.

13. Unless by wilful negligence or misconduct, the Town of Oliver is not responsible for the loss, damage or theft of any property of the Contract Client, their guests, players, skaters, or third-party companies on site due to the Contract Client's event, in or around the facilities covered by this Agreement.

14. The Contract Client is responsible for leaving the facility and all rooms and spaces utilized within the facility in the same condition they were accessed in. It is the responsibility of the Contract Client to bring to the Recreation Facility Operators attention any damage, loss or excessive disorder that results from their group accessing the arena. Maintenance/Cleaning fees may be applied to this contract if warranted.

15. The Contract Client is responsible for proper supervision during their use of the facility and will be assessed for any and all damages to the facility and/or equipment utilized. The Contract Client is expected to ensure an adult is supervising minors in the dressing rooms at all times and to ensure supervision in other areas accessed by the organization and its members. The Contract Client shall have the right to eject any person or persons, who, in the opinion of the Town of Oliver is or are creating a disturbance or behaving in an inappropriate manner.