## Wentzville Parks and Recreation Ice Arena Facility Usage Application



This form must be completed by all tournament directors and/or team managers requesting the usage of Wentzville Parks and Recreation Ice Arena facilities and returned to the following email: Parkadmin@wentzvillemo.gov

Name:			Date Filled Out:		
Address:			Primary Phone:		
City:			Email Address:		
State:			Zip:		
Name of Organization:					
Event Name or Title:					
<b>Type of Event/Activity:</b> □ Pr □ Of	ractice □Game □Tou ther				
Will the event be advertised?			itside equipment be u		
Anticipated Attendance: Number Attending No			. Participating	Age	Group
Are Fees Charged at this Even	nt? 🗆 Yes 🗆 No Are	Outside	Vendors being Invite	d to the Event?	$\Box$ Yes $\Box$ No
Will your event be providing o	onsite staffing? $\Box$ Yes		No 🗆 NA		
Type of Staff	No. of Staff Onsite	Wh	o is Providing the Sta	ff?	
1. Athletic Trainer					
2. Score Table Personnel					
3. Tickets					
4. Police/Security					
5. Tournament Director*					
* Tournament Directors are requ	uired to be onsite at all times	for all To	ournaments - See Additie	onal Fees	
Number of Sheets Requested:	:		Amount of Time Re	quested:	
Start Date Requested:			End Date Requested	:	
Day(s) of Week Requested:	$\Box$ M $\Box$ TU	$\square$ W	$\Box$ TH $\Box$ F	$\Box$ SA	□ SU
Start Time:			End Time:		
Please select any additional it □ Additional Locker Room □ Microphone	tems that may be needed: Two Goals Walk-off Mats		□ Additional Goals □ Other:		ditional Ice Cut
Attach proof of insuranc	e listing City of Wentz	wille as	s additional insure	d in the amo	ount of \$4 millio

#### dollars aggregate. HOLD HARMLESS:

Renter agrees to defend, indemnify, and hold harmless the City of Wentzville, Wentzville Parks and Recreation, it's agents, servants and employees from and against any and all liability, actions, causes of actions, claims, demands for suits whatsoever resulting from or arising out of personal injuries, loss of, or damage to property, or involving any impairment of, or damage to any right because of or in any way related to the City resulting from my participation in this activity. Renter also authorizes any photos taken of individual participants to be used in any publicity or promotion materials by the department.

Renter and all associated participants assume full risk of harm or injury, both known and unknown, including health risks associated with COVID-19 during facility use. Renter and participants will not hold the City of Wentzville responsible for injuries or sickness arising out of their use of the facility.

Signature:

\*By signing this document, you acknowledge that you have read and understand the fees, rules and regulations contained within this application.

# Ice Arena Rink Rentals

Professional NHL Size 85' x 200'				
Ice Rink				
Blue Rink	Grey Rink			

#### Rates

Season Prime Time: August - March: M -F 3-10p.m. and Weekends	\$365/hour
Season Non-Prime Time: August - March: M -F before 3 p.m., after 10 p.m.	\$295/hour
Off-Season: April-July	\$265/hour

#### Additional or Optional Services and Fees:

- 1. **Supervision Fee (\$25 per hour with a 2-hour minimum).** Tournament Directors are required to be onsite at all times for the duration of the scheduled tournaments. Failure to comply with this requirement may result in a Supervisor Fee being charged to the event organizer. This is solely at the discretion of the City and non-compliance will result in the organizer being deemed as "Not in Good Standing" with the City.
- 2. **Outside Vendor Permit Fee (\$150 per day flat fee).** All outside vendors and/or displays must be approved by the City of Wentzville. Each vendor must provide their own supplies (i.e. tables, chairs, portable tents, extension cords and offsite storage) to operate their booth. The tournament/league host or vendor shall pay the City a \$150 fee prior to the beginning of the contracted event. Once approved, a permit will be issued and must be visible during operating hours. Failure to display permit or pay outside vendor fee will result in the forfeiture of being onsite during the event.
- 3. **Cleaning Fee (\$100/hour).** The facility used by the Renter shall be left in a clean and orderly manner. The Renter will pay a charge for custodial services (at a rate of \$100/hour), if the facility staff must clean up after the rental.
- 4. **Maintenance Fee (\$150/hour).** The Renter shall be liable to the City of Wentzville for payment in full of the cost of replacement and/or repair of any Ice Arena personal property or real property which is damaged as a result of the Renter, their employee's or guest's use of the facility, excluding ordinary wear and tear.

### **Guidelines/Policies/Procedures**

#### Article I. Intent

The purpose of this policy is to:

- 1. Create a standardized approach to fee assessment and space allocation for users.
- 2. Provide equitable and efficient access to facilities and services while attempting to recover taxpayer costs incurred by users who have exclusive use of public property.
- 3. Educate the public on the value of our facilities and services.
- 4. Create equitable facility distribution, aid in discipline control; promote respect and value of the facility and services.
- 5. Develop and maintain a fee structure based on a fair market value.

#### Article II. General Reservation Guidelines

1. **Supervision.** The Renter shall provide appropriate supervision to ensure the protection of persons and property. The Renter will restrict all participants to authorized areas only. If the facility is rented for a youth activity, there shall be, at all times, one adult (18 years or older) present in the facility.

- 2. **Insurance.** Renter shall:
  - a. Indemnify and hold the City of Wentzville harmless for any and all claims resulting from the use of the facility by the Renter, their employees and guests.
  - b. Provide liability insurance for itself and all participants in the amount of \$4,000,000 combined single limit for each person/occurrence for bodily injury and/or property damage.
  - c. List City of Wentzville as additional insured. Certificates must be supplied to the City 21 days prior to usage.
  - d. Be responsible for their own personal property, accidents, injuries, damages, or loss of property during the time the facility is being used by the Renter.
- 3. **Use of the Facility.** The Renter is only entitled to the use of the ice surface, goals and scoreboard, if requested, assigned locker room(s) and an ice cut before the session begins. Use for any other area of facility or utilizing any additional services outside of the scope of the approved rental agreement must be arranged in advance with the City.
- 4. **Helmet Safety.** Any time a stick and puck are on the ice a proper hockey helmet must be worn by all participants including coaches or supervisors. Participants shall abide by all safety rules designed to protect participants from injury.
- 5. **Inspections.** The City of Wentzville reserves the right to make spot checks on all events being held in the facility.
- 6. Renter's End Time. The Renter agrees to end the rental session at the scheduled time on the day of rental.
- 7. **Post Rental.** Renters are responsible for picking up trash at the conclusion of their event and ensuring the trash is placed in trash receptacles. Any damage determined to have occurred during the term of the rental agreement will be the responsibility of the group or the organization using the facility.
- 8. Right to Cancel or Refuse Service. The City of Wentzville reserves the right to:
  - a. Move any practice due to rescheduled league games or internal programs. If this occurs the reservation fees will be refunded, credited or not invoiced for all time not used.
  - b. Cancel all practices and rentals without additional cost to the City when the rinks are deemed, at the sole discretion of the City, NOT PLAYABLE. If this occurs the reservation fees will be refunded, credited or not invoiced for all time not used.
  - c. Refuse rental to individuals or organizations who, at the sole discretion of the City, do not represent the City's Mission or best interests of the City.
- 9. Lost Revenue due to Cancelations. The City of Wentzville is not responsible for any lost revenue, rescheduling fees, penalties, etc. associated with cancellations related to:
  - a. Emergency or critical repairs to the building or ice systems.
  - b. Any actions by a tournament director, team, coach, manager, booster, parent or vendor which in the City's sole discretion warrants cancelling the activity, tournament, practice and/or other use.
- 10. Adherence to City Rules and Policies. The renter will comply with all applicable rules and policies of the City of Wentzville, the Parks and Recreation Department, and any special rules posted in the ice arena.

#### Article III. Reservation Policies and Procedures

- 1. Wentzville Ice Arena rink reservations must be made with the Administrative Support Supervisor, over the phone by calling the Wentzville Parks and Recreation Department at 636-639-2089, email parkadmin@wentzvillemo.gov or in person at City Hall, 1001 Schroeder Creek Blvd. Wentzville, MO, 63385.
- 2. All rental fees must be paid in full at the time a reservation is made unless a payment plan has been approved by the Parks and Recreation Director or their designee.
- 3. Organizations/Individuals seeking to utilize City facilities to host leagues and tournaments shall:
  - a. Fully complete an Ice Arena Rental Application
  - b. Provide the City with a certificate of insurance listing the City as additionally insured in the amount of 4 million dollars aggregate.
- 4. The Organization/Individual making a reservation request is solely responsible for the accuracy and completeness of any document associated with the reservation process.
- 5. Incomplete request forms may result in delays for processing, reviewing and approving a reservation request.
  - a. Once a completed Wentzville Ice Arena Rental Application has been submitted, and it has been determined that the request can be accommodated, the Administrative Support Supervisor, or their designee, will approve the Ice Arena Tentative Schedule. The Administrative Support Supervisor will email the Ice Arena Tentative Schedule to the Organization/Individual. The Organization/Individual will review the Ice Arena Tentative Schedule and email the Administrative Support Supervisor to confirm any changes or if the Ice Arena Tentative Schedule is correct. Upon notification, the Organization/Individual will be instructed that they have twenty-one (21) business days to provide the required certificate of insurance before their first rental date.

- b. If the Organization/Individual does not provide the required certificate of insurance within the required twenty-one (21) business days, the Ice Arena Tentative Schedule will become null and void and the rink space will be available to rent by another party.
- c. The Ice Arena Tentative Schedule is not transferable under any circumstances and no third party rentals are allowed.
- d. Any organization that violates any of these rules and regulations will be denied future use of Wentzville Parks and Recreation facilities.

#### Article IV. Priority of Rink Use

Wentzville Ice Arena rinks are available at a first come first serve basis, and the following priorities have been established to ensure the fairest distribution of facilities.

- 1. Wentzville Parks and Recreation
- 2. Local Tournaments Tournament director must be in good standing with the City.
- 3. Returning Local Users/Organizations These groups must be in good standing and may submit their requests beginning March 1 for the upcoming prime "hockey" season with a deadline of July 1. For the non-prime "summer" season, requests may be submitted beginning January 1 with a deadline of March 1.
- 4. Returning Non-Local Users/Organizations These groups must be in good standing and may submit their requests beginning March 1 for the upcoming prime "hockey" season with a deadline of July 1. For the non-prime "summer" season, requests may be submitted beginning January 1 with a deadline of March 1.
- 5. All other users can submit requests beginning March 1 for the upcoming prime "hockey" season and January 1 for the summer season.

<u>NOTE:</u> To be in good standing a group must have provided payment on time, managed their previous rental to the highest standards and cooperated with City Staff in all aspects of reserving, managing and cleaning their prior event(s). Any individual/organization that violates any of these rules and regulations should not consider themselves in good standing and may be denied future use of Wentzville Parks and Recreation facilities.

#### Article V. Tournament Guidelines

- 1. These rules are in addition to the General Rules and Guidelines, and in the event that there are conflicts between the Tournament Rules and the General Rules, the Tournament Rules shall take precedence.
- 2. In the event that two or more Tournament Hosts request a specific date(s), time(s) or rink(s), the City will determine the assignment based on what is in the best interest of the City. However, a preference will be given to the Tournament Hosts who have demonstrated to the City acceptable planning and communication skills in preparing for previous tournaments; acceptable on-site tournament management; and that Tournament Hosts who have not cancelled previous tournaments or had any negative incidents at previous tournaments.
- 3. The City reserves the right to cancel tournament reservations.
- 4. Tournament Hosts shall designate to the City one (1) individual as Tournament Director (21 years of age or older), who at all times shall have the authority to act on the behalf of the Tournament Host. If the Tournament Director is not at the site for any reason, he/she must appoint a Co-Tournament Director (21 years of age or older) and this information must be on file with the City. This individual shall work with the Administrative Support Supervisor, Ice Arena Recreation Coordinator, Ice Arena Recreation Supervisor and/or the Manager on Duty on all activities associated with the tournament (permits, fees, schedules, vendors, rosters, insurance etc.).
- 5. The Tournament Host shall contact the Administrative Support Supervisor thirty (30) days and seven (7) days prior to the scheduled tournament to communicate any updates associated with the coordination of the tournament. The final schedule is due to the City five (5) days prior to the start of the event and must include game assignments. Any changes made to the schedule must be sent to the Administrative Support Supervisor.
- 6. Should the tournament have sponsorship agreements, such sponsorships may be acceptable unless they are directly competitive with City sponsorship agreements. In such an event, the City sponsor(s) shall take precedence.
- 7. The Tournament Host is responsible for providing a copy of all marketing/promotional materials or information regarding their activity. Use of the City's logo and/or other trademarked materials may not be used without expressed written consent of the City.
- 8. The Tournament Host will be charged for all facility time played in the tournament(s). However, in the event that scheduled games/activities are canceled due to inclement weather or unforeseen events (as determined by the City) the City will work with the Tournament Director/Host to provide make up dates and times as outlined in the Original Tournament Schedule.
- 9. In the event that the tournament would have to be cancelled in its entirety due to inclement weather or unforeseen circumstances (as determined by the City), the following method would be used to refund, credit or not invoice the Tournament Host for ice rental fees:

- a. If paid in advance, 100% refund of all rental fees if the tournament is cancelled by the City prior to the start of the tournament. If the tournament was not paid in advance, the facility reservation will be updated to reflect what rink time was used.
- b. Once the tournament(s) have started, the Tournament Host shall pay in full for all facility time. The City shall only refund, credit or not invoice for the amount of those games/activities not played.
- 10. Tournaments shall comply with all insurance requirements as specified in the General Guidelines.
- 11. Tournaments will be required to pay 25% of their fees 2 months prior to the event.
- 12. In the event that the Tournament Host shall cancel any scheduled date(s) or time(s) less than 30 days prior to the start of the tournament, for any reason other than inclement weather (as determined by the City), the Tournament Host may be subject to pay the City their tournament fees.

#### Article VI. Use Regulations

- 1. **Reservations/ Rink Use.** Reservations are for the designated rink(s) and use(s) designated in this agreement. If the rink(s) is utilized for a purpose that has not been preapproved by the City, additional charges will be assessed. If this occurs, the City may suspend all activities until compensation has been received.
- 2. **Rink Use Time.** Rink use begins and ends at the times stated on the Ice Arena Tentative Schedule, including inspections, set-up and clean-up. Groups are not allowed on the rinks prior to the start time stated on the Ice Arena Tentative Schedule, and must wait until staff have completed cutting the ice. Groups will have access to the assigned locker rooms once the previous group has left. Groups are required to exit the rinks once the timers go off, and have adjacent areas cleaned up at the ending time indicated on the Ice Arena Tentative Schedule. Groups will be able to access the assigned locker rooms until the next group arrives.
- 3. **Pre/Post Use Inspections.** Groups shall inspect the rink/facility prior to and subsequent to each use to determine whether conditions are safe and/or appropriate for any intended use. Groups shall promptly advise the Wentzville Parks and Recreation Department of any unsafe/dangerous condition.
- 4. Admission/Gate Fees. Unless specifically stated on the Ice Arena Tentative Schedule, it is understood that the rental is not for fundraising purposes, and that no admission/parking/gate fee is to be charged. This can, however, be waived with the approval from the City of Wentzville.
- 5. **Vendors.** Outside vendors of any nature are not allowed to conduct business on the premises unless approved in writing, in advance, by the City of Wentzville. An executed Vendor Agreement must be in place prior to the start of the rental. All vendors failing to meet this requirement will be refused access to the facility. In the event the City approves the use of outside vendors, each vendor must provide their own supplies (i.e. tables, chairs, portable pop-up tents outside, extensions cord and off-site storage) to operate their booth(s). The vendor be issued a permit that must be visible during operating hours. Failure to display permit or pay outside vendor fee will result in the forfeiture of being onsite during the event.
- 6. **Responsible Party.** The responsible party (person, 21 years of age or older, who officially rented the rink) must be on-site when the rink is being used. If this is not possible, prior approval from Wentzville Parks and Recreation Department must be granted and the name of the responsible party documented on the Ice Arena Tentative Schedule.
- 7. **Vehicles.** Private vehicles may park in the Wentzville Ice Arena Parking lot only. Private vehicles may not be driven or parked on sidewalks, service driveways or emergency or drop off zones.
- 8. **PA System/Scoreboard.** The Ice Arena renter shall provide an operator, over the age of 16, to receive instruction on the use of this equipment if applicable.
- 9. **Goals & Goal Placement.** Teams are responsible for goal placement during practices and referees are responsible for goal placement during games. No climbing on goals is allowed.
- 10. Animals. Animals of any sort are NOT ALLOWED in the facility. The only exception is certified service animals.
- 11. **Glass Containers.** Glass containers of any kind are prohibited on all park properties.

#### Article VII. Concession Related

- 1. **Concessions.** The City shall retain sole and exclusive right to sell concessions at all facilities.
- 2. **Outside Sales Prohibited.** The Renter may not sell or authorize the sale of food or concession items, in facility or surrounding property, without prior written approval of the Director of Parks and Recreation. Permits will not be issued with less than thirty (30) days notice.

#### Article VIII. Cancellation and Refunds

- 1. **Application Refusal.** The City also reserves the right to refuse or cancel any rental application that is contrary to public safety and welfare ordinances and policies.
- 2. **City Cancellations Due to Cause.** The City of Wentzville 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 Renter will, upon request, immediately remove all persons and equipment they have from the facility. There will be no refunds issued for these cancellations.

- 3. Weather & Safety Cancellations. Under certain weather conditions, the City of Wentzville may declare Rink conditions unsafe or unacceptable. This decision is at the sole discretion of the Parks and Recreation Director or their designee. The City reserves the right to cancel any event due to special circumstances, scheduling conflicts and/or program requirements. When events are cancelled, the City will make every effort to reschedule at a time convenient to the Renter. In the event the function cannot be rescheduled, a refund will be processed.
- 4. **Renter's Cancellation.** In the event the Renter finds it necessary to cancel any of the rental periods of the rink for which it has contracted, The Renter shall give written notice to the City no less than (10) days prior to the reserved date. In the case of Tournaments, it shall be 30 days in advance of the event. Standard departmental processing/cancellation fees of twenty-five percent (25%) of the total reservation shall apply in any cancellation situation and will be included to the amounts owed/invoiced.

#### Article IX. Maintenance Activities

- 1. **Scheduled Annual Maintenance.** The City of Wentzville reserves the right to block rink time each year as necessary to complete required maintenance. Should the rinks become available during these dates, they will be made available on a first-come, first-served basis.
- 2. **Emergency Maintenance.** The City of Wentzville also reserves the right to schedule critical repairs during the scheduled ice rental and may close all of the rink to accomplish these. Staff will make every effort to inform the renter of these maintenance activities or give as much notice as possible.