



## Lord Beaverbrook Rink Facility Rental Agreement

### PURPOSE

This Rental **Agreement ("Agreement")** is entered into between the **Lord Beaverbrook Rink**, overseen by the **Board of Trustees and General Manager ("LBR Management")**, and the individual, organization, or group named as the **Renter ("Renter")**. The purpose of this Agreement is to outline the terms, conditions, and responsibilities associated with the rental and use of the **LBR facility** or any facility it operates.

The Agreement ensures that all parties understand their obligations regarding **safety, payment, insurance, conduct, and proper facility usage**. It is intended to promote responsible, respectful, and safe access to the facility for all users.

### Parties to the Agreement

- **Licensor: Lord Beaverbrook Rink (LBR)**, managed by the **General Manager**.
- **Licensee/Renter:** The individual or group named in the rental booking who agrees to the terms set forth in this document.

### Scope of Use

This Agreement governs the use of the following:

- Ice surface, dressing rooms, and other booked areas within the facility.
- Specific dates and times as confirmed in the Renter's booking.
- Approved recreational, athletic, or community activities, as approved by **LBR Management**.

The **Renter** agrees to comply with all policies, regulations, and operational procedures established by the **LBR** and applicable laws, including the **City of Saint John bylaws** and **Provincial regulations**. All uses of the facility are subject to the terms laid out in this Agreement and must not interfere with the safety or enjoyment of others using the facility.

This Agreement becomes effective upon the receipt of **full payment, proof of required insurance**, and a **signed copy** of this document by both parties. This agreement applies to all bookings including but not limited to ice rentals, floor rentals, dressing room rentals, conference room rentals, and event rentals.

The **LBR** reserves the right to **update or amend** the Facility Rental Agreement at any time. The most current version will be posted on the **LBR website** ([www.lbrink.com](http://www.lbrink.com)). It is the **Renter's** responsibility to review the agreement prior to each rental to ensure they are aware of and comply with the most recent terms and conditions.

The following terms and conditions are acknowledged and agreed to by the **Renter**.

**Updated: August 8, 2025**

## RENTAL SCHEDULE & FEES

This section outlines the **regular hours of operation** for the facility, any **holiday closures**, and the **rental fees** associated with facility use. Please note that purchasing insurance through the Facility User Insurance Program can potentially incur additional costs. For more information, please contact the LBR.

Rental Hours*	
Daily	8:00 AM – 12:00 AM
<i>*Hours of operation may fluctuate depending on the rental demand</i>	
Holidays	
<i>Closed on the following holidays unless special arrangements have been made in advance with the LBR</i>	
New Year's Eve/New Year's Day	New Brunswick Day
Family Day	Labour Day
Good Friday/Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Eve/Christmas Day/ Boxing Day
Rental Rates (inclusive of HST)	
Spring/Summer Floor Rate Hourly	\$50 (pre-prime) ; \$100 (prime & weekends) <i>Pre-Prime = 8AM-4PM   Prime = 4PM-12AM</i>
Daily Event Rental	\$2300
Summer Ice Rate Hourly	\$240
Fall/Winter Ice Rate Hourly	\$125 (pre-prime) ; \$240 (prime & weekends) <i>Pre-Prime = 8AM-4PM   Prime = 4PM-12AM</i>
Conference Room Hourly Rate <i>Includes access to TV, if requested in advance</i>	\$40
Dressing Room Monthly Rate (limited)	\$300
<i>All rentals (with the exception of the conference room) include access to the sound system and microphone if requested in advance</i>	

## PAYMENT TERMS

1. Monthly invoices will be issued. **All payments must be made in advance.**
2. **Rental is only confirmed once payment, signed agreement, and valid proof of insurance are received.**
3. Acceptable payment methods: **cash, cheque, e-transfer**
  - a. Cheques made payable to **Lord Beaverbrook Rink**
  - b. E-Transfers sent to **lordbeaverbrookrink@gmail.com**
  - c. **NSF cheques** will incur a **\$115 fee** (HST included)
4. **Late payments** will result in **late fees and rental suspension (Renters are still responsible for their rentals even if the rental has been suspended).**

## CANCELLATIONS & AMENDMENTS

5. **No season cancellations** are permitted once **agreement, payment, and insurance** are submitted. For all other cancellations, please contact LBR Management.
6. The **LBR reserves the right to cancel** this agreement or any rentals upon notification, or by any reason beyond the control of the LBR (**weather, power outages, ice condition, playoff games, mechanical failure, or any other unforeseen condition**).
7. **Renters may not transfer or allow another group to use their rental time** without prior approval from **LBR Management**.
  - a. The LBR **may assist** in reselling the rental time(s)
  - b. The Renter is **responsible for collecting payment from other groups** upon approval to sell rental time.
  - c. The Renter is **responsible for payment even if the time goes unused**
8. If the condition of the facility (ice, floor, etc.) is not considered in satisfactory condition by the Renter, they must **notify staff immediately**.
  - a. If the condition cannot be corrected, and staff considers the facility unsafe for use, the rental will be **cancelled at no charge** to the **Renter**.
  - b. If a rental is cancelled, the Renter **CANNOT** use the rental time.
9. **Force Majeure:**
  - a. The **LBR is not liable** for failure to fulfill obligations under this agreement due to uncontrollable circumstances, including but not limited to acts of God, fire, flood, earthquake, severe weather, pandemic, public health emergency, war, terrorism, government actions, labour disputes, utility failures, or any other cause beyond the control of the affected party.
  - b. If such an event occurs, the **Renter** will be notified as soon as reasonably possible. Any payments made by the **Renter** for the affected rental period may be:
    - i. Applied to a future rental date (subject to availability), or
    - ii. Refunded in full or part at the sole discretion of **LBR Management**

## INSURANCE REQUIREMENTS

10. Renters must carry **Commercial General Liability Insurance** with a minimum of **\$5,000,000 per occurrence**, or higher if required by **LBR Management**. The policy must include:
  - a. **Lord Beaverbrook Rink & City of Saint John** added as additional insured
  - b. Inclusive limits for **bodily injury & property damage**
  - c. **Personal injury liability**; explicitly including any injury due to physical or sexual abuse (**abuse coverage required for youth rentals**)
  - d. **Cross liability clause** and **thirty-day written notice of cancellation** to the licensor
    - i. *Eligible renters wishing to purchase insurance coverage may do so through the City of Saint John's insurance carrier. Contact for details.*

## GENERAL TERMS OF USE

11. All facility rental times are **NON-TRANSFERABLE** and the **Renter** is not permitted to sublet facility time without prior approval from **LBR Management**.
12. The **Renter** agrees to follow and obey all facility rules outlined and to supervise and control all users of their group and to ensure that all users are aware of the rules and terms of this agreement.
13. The staff member on duty is in charge of the facility and their instructions are to be **followed at all times**.

## RENTAL USE & CONDITIONS

14. The facility **opens 30 minutes before** the first rental and **closes 30 minutes after** the last. Additional time must be booked in advance **including setup/tear down**.
15. Rental of the facility is based on **60 minutes per hour**.
16. For applicable rentals, **one ice cleaning (flood)** is allocated every 60 minutes of rental unless otherwise noted by the schedule or staff. Any variances will be **charged to the Renter**.
17. Users **must not enter** the ice/floor surface until the ice machine and staff are clear and the doors are closed.
18. **Renters may not enter** the rink surface before their scheduled time.
  - a. Dressing rooms are only available once they have been vacated by the previous group and **checked by staff**
19. The **Renter** must conclude their rental at the scheduled time including planning for overtime if applicable.
20. **Delays** are possible due to **equipment or mechanical issues** beyond our control.
21. The facility will normally **remain open** during periods of inclement weather. It is the responsibility of the **Renter** to decide whether to cancel rental times and notify their users; however, the **Renter will still be charged** for their allotted rental times.

## ROOM RENTALS & CONDITIONS

22. Use of **conference rooms, canteen, private dressing rooms, or other rental spaces** is **subject to all terms in this agreement**.
23. Renters are responsible for the following room-related conditions:
  - a. Keeping floors, entryways, heaters, etc. **clear of obstructions** as per Fire Marshall regulations
  - b. **Regular cleaning** of the rented space during the rental period including **garbage removal, mopping etc.** Supplies including garbage bags, brooms, mops, etc. remain the **responsibility of the Renter**
    - i. **Fines will be applied** if cleaning is not performed regularly
  - c. **Removing all personal items** immediately after rental period or upon notice of a special event/maintenance work.
    - i. **Unclaimed items** will be disposed of and additional cleaning or removal **fees may apply**

- d. **Not making copies of facility keys**
  - i. **Lost keys** requiring replacement will result in a **\$230 charge (HST included)**
- e. **Rented dressing room & canteen access:**
  - i. Keys will be provided in the **assigned key box** outside rooms
  - ii. Key codes may be changed upon request and **approval** by LBR Management
  - iii. Access is permitted **only during regular operational hours**
  - iv. **LBR staff are not authorized** to open rooms for Renter's users
- 24. **No alterations** to the room (e.g., painting, wall hangings, decals, fixtures, etc.) without written approval from LBR Management.
- 25. Use of the space will be strictly for its **intended purpose** (e.g. dressing rooms for changing, team talks and canteen/pro shop for sales).
- 26. Canteen/Pro Shop responsibilities:
  - a. The **Renter** will be the **sole vendor** for food/beverages (with the exception of vending machines), hockey equipment, and sharpen skates.
  - b. If the **Renter** chooses not to operate, **other groups will be given permission**
  - c. The **LBR** reserves the right to provide **certain rentals the sole ability to sell product instead of the Renter upon notification**
  - d. The **Renter** is responsible for obtaining all applicable **licenses including food safety training, first aid, etc.**
  - e. **No liquor** may be consumed or sold by the **Renter**

## **SPECIAL EVENTS & TOURNAMENTS**

- 27. Tournaments and special events:
  - a. Must be submitted to **LBR Management** at least **three months prior** to the start of a rental season.
  - b. **Finalized tournament schedules** must be submitted at least **four weeks prior to the event**.
  - c. If schedules are not submitted on time, the **LBR** reserves the right to charge the **Renter the full-day rate** for each day originally requested.
- 28. **Cancellation policies for special events and tournaments may differ** from standard rentals. Please contact **LBR Management** for details prior to booking.

## **EQUIPMENT & SCOREKEEPING**

- 29. For ice rentals, the **Renter** must delegate a **responsible individual** to safely and gently remove the hockey nets and slide them against the boards once the ice machine has completed one full lap on the ice.
- 30. The **Renter** must **supply their own scorekeeper** if they wish to use the score clock. They must ensure the scorekeeper is **responsible and familiar** with the controls of the clock.

## FACILITY EQUIPMENT USE

31. The LBR may provide access to equipment and digital tools including:
  - a. **TV** in the conference room
  - b. **Facility sound system & microphone**
  - c. **Electronic display boards** for dressing room assignments
  - d. **Additional** hockey nets & dividers
  - e. **Tables & chairs**
32. **Dressing room assignments** will be displayed on the **electronic displays** inside the lobby and downstairs. It is the **Renter's** responsibility to check the display and ensure users go to their assigned rooms.
  - a. **Room assignments can change** for a variety of reasons so please consult with staff if there are any problems
33. Renters must:
  - a. **Request access in advance** if use is required
  - b. **Ensure responsible use and report any malfunctions immediately**
  - c. **Not alter settings** or configurations beyond standard use
  - d. **Be liable for any damage** caused by themselves or their users
  - e. **Return equipment** to its original state and location when done
  - f. **Provide collateral** (car keys, etc.) when using certain equipment.
    - i. The **LBR is not responsible for any loss, theft, or damage** to collateral items

## FACILITY USE RULES

34. The Renter is responsible for:
  - a. **Any damage** to the facility, property, or equipment
  - b. **Cleaning** dressing rooms and benches
  - c. **Disposing of garbage/recyclables**
  - d. **Reporting any damages** to staff immediately
  - e. **Returning all facility keys** at the end of their rental
  - f. **Vacating dressing rooms** and facility promptly following their rental (**maximum of 30 minutes**)
35. In the event of any **damage or additional cleaning**, the **LBR** will make any necessary repairs and the **Renter** will be **responsible for repayment to the LBR**.
36. **Lost keys** will incur a **\$230 charge (HST included)**
37. The **LBR is not liable for any damage, theft or loss of property** brought into the facility or on the property in conjunction with the use by the **Renter/Licensee**, the group represented on the signed agreement, or any of their rental sublets.
38. The **LBR** has exclusive vendors for **food/beverage and equipment sales**. The **Renter** is not permitted to provide or sell any food, beverages, or equipment without **prior approval from LBR Management** (this includes skate sharpening).
39. **Animals are not permitted in the facility**, with the exception of certified service animals as recognized by the New Brunswick Human Rights Act. **Emotional**

**support animals, therapy animals, and personal pets** do not qualify as service animals and are not permitted.

## **ADMISSIONS & SECURITY**

40. **Renters** wishing to charge admission fees must:
- a. **Receive prior approval from LBR Management**
  - b. **Provide and pay for security** if required
41. The **Renter** is responsible for **clearing the facility of patrons** following their rental

## **SAFETY REQUIREMENTS**

42. **All Renters** are responsible to ensure the **safety of their users**, including:
- a. **Ensuring CSA-approved equipment is used**
  - b. **Mandatory helmet use for all users**
  - c. **Limiting rink access** to registered users only
  - d. **Supplying a first aid kit and qualified first aid personnel**
    - i. Events may require medical staff at the **Renter's expense**
  - e. **Ensuring restricted areas** are not accessed by their users including the **"stage" area** as well as any areas noted as **"authorized personnel only"**

## **PROHIBITED ACTIVITIES**

43. The following activities are **strictly prohibited** in the facility and on the property:
- a. **Alcohol:** possession or consumption will result in immediate revocation of rental privileges. No refunds will be issued.
  - b. **Smoking, vaping, or nicotine pouches:** prohibited under the Smoke-Free Places Act. Violators will lose rental privileges without refund.
  - c. **Any other activity deemed inappropriate by LBR Management or staff.**

## **DISCIPLINARY PROCESS**

44. The **LBR** may, but is not obligated to, abide by the following guidelines for suspension or termination of the agreement due to behaviour of the Renter or its users regarding **breach of contract agreement** of the facility rules and regulations.
- a. **First Offense – Verbal Warning:** Staff may issue a verbal warning which will be documented and kept on file.
  - b. **Second Offense – Written Warning:** Renter will receive a written warning that will be documented and kept on file.
  - c. **Third Offense – Termination of agreement** and forfeiture of any funds held by the **LBR**.
45. Any breach of the terms or serious breach as deemed by **LBR Management** may result in **immediate termination** without warning and the forfeiture of any funds held by the **LBR**.

## **WAIVER & INDEMNITY**

The **Renter** agrees to protect, indemnify, and hold harmless the **Board of Trustees of the Lord Beaverbrook Rink and the City of Saint John**, including their employees, agents, successors, and assigns, from any and all claims, actions, proceedings, fines, penalties, damages, losses, or expenses (including legal fees) arising out of or related to:

- Any loss, injury (including death) or property damage occurring in connection with the **Renter's** use or occupancy of **the Lord Beaverbrook Rink** and its property or other operated facilities; and
- Any act, omission, negligence, or misconduct by the **Renter**, their participants, officers, employees, agents, contractors, invitees, or any other individual attending the event or rental on behalf of the Renter.
- Any claim related to **abuse, harassment, or misconduct**, including but not limited to physical, sexual, or emotional abuse, whether actual or alleged, arising from the actions or negligence of the **Renter** or their affiliated individuals.

The **Renter** is fully responsible for any damage to the facility, equipment, or property belonging to the **Lord Beaverbrook Rink or the City of Saint John**, caused during the rental period. The **LBR** reserves the right to make repairs as needed and in voice the **Renter** for the full cost.

## **RELEASE OF LIABILITY**

The **Renter** hereby releases and discharges the **Board of Trustees of the Lord Beaverbrook Rink and the City of Saint John**, along with their employees and agents, from any and all liability for any bodily injury, death, or property damage — whether foreseen or unforeseen — arising from or during the **Renter's** use or occupancy of the facility.

**The Renter is responsible for ensuring:**

- Appropriate supervision of all minors and participants during the rental period; and
- That all participants are wearing **CSA-approved helmets and other applicable safety equipment** as required by facility policy.