

ROBERT CROWN COMMUNITY CENTER
Ice Rental Procedures & Regulations

WHEREFORE, the Undersigned has expressed a desire to utilize the facilities and services of the **Robert Crown Community Center (Robert Crown Ice Complex) (the “Facility”)**, during the days and hours the City has defined and declared available for this type of use under certain terms and conditions.

NOW THEREFORE, this lease is granted under the following terms and conditions:

1. The City will make available to the Undersigned, for their use, such ice rinks and services during the designated dates and times on the Robert Crown Community Center Rental Agreement form.
2. The ice time and related charges provided in the schedule set forth in Paragraph 1 above are not cancellable and non-refundable, except if a written notice is delivered to the City’s Agent (designated in Paragraph 4) by the Undersigned within 10 business days, and a receipt of notice is given to the Undersigned, by the City’s Agent.
3. In the event the Undersigned requires additional ice time, or changes, services not provided in the schedule set forth in Paragraph 1, hereof the changes therefore and time of payment thereof, shall be mutually agreed upon by under additional and separate lease agreement.
4. The Undersigned agrees that any ice time allowed in this lease is not transferable or assignable. Any violation of this clause without written approval from the City will result in forfeiture of all fees paid, as well as future lease consideration.

The renter will not charge an admission, sell tickets, or solicit donations at the Facility without expressed written consent of the Director of Parks, Recreation, and Community Services or Designee (the “City’s Agent”).

Cancellations and/or refunds will be allowed only if the Undersigned provides a delivers a written notice of such cancellation within 10 business days to the City’s Agent, and is in receipt of the City’s written acceptance of such notice 10 days before the date of cancellation.

The Department reserves the right to cancel this lease if such cancellation is deemed necessary by it, in the best interests of the public, and a refund shall be made to the lessee.

5. The City shall provide the following services:

Resurfacing, or fresh ice at the start of each skating session. One resurfacing will be scheduled for hour block rentals. Additional resurfacing can be made by mutual agreement on the lessee’s time.

Locker room facilities will be made available to the Undersigned. The Undersigned acknowledges and agrees that the City shall not be held responsible for the Undersigned’s equipment or valuables.

A driver’s license, or keys, will be kept for the duration of the rental time as security for the locker room key.

In the event the Undersigned desires the use of the score clock as a service, it will be made available at no charge, and will require prior approval by the City.

6. The City agrees to not charge the Undersigned for the applicable rental time if the ice is not suitable for skating at the start of any skating session because of mechanical failure, breakdown, and for any other reason. Accordingly, the Undersigned will be charged on a prorated basis for the time the ice was suitable for use.

7. The Undersigned shall have the right to employ and direct its coaches, professionals, etc., for the purpose of instructing the Undersigned's members only during such skating sessions. Any violations by the Undersigned's professionals, coaches, members of the Facility's rules and any restrictions in this lease agreement, can result in restrictive uses of the Facility, and/or termination of the Lease depending on the severity of the behavior and actions taken by the Undersigned and/or its coaches, professionals, and members subject to the discretion of the City and City's Agent.

8. The City shall have the right to admit or restrict, and the obligation to control spectators in the rink at any skating session.

9. It is understood that the City will not provide supervision for any activities or events during the period of time when the Undersigned is using the Facility, being provided hereunder, unless agreed to by the City in writing. During the period of time provided for in the lease, the Undersigned has sole responsibility for supervision of its participants, guests, agents, employees, and all others involved in the Undersigned's activities unless otherwise stipulated. Undersigned assumes sole responsibility for the actions of its participants while using the Facility of the City. Undersigned agrees to reimburse to City the total cost of repairing or replacing any portion of the City's facility, equipment, or furnishings, which are damaged or lost during Undersigned's permitted period of use.

10. If a rental involves a high-risk activity, the Parks, Recreation and Community Services Department will require Certificate of Insurance naming the City of Evanston as an additional insured. Renter will need to procure and maintain at all times during its use of the Facility, insurance in such amounts and with such coverage as shall reasonably be required by the City of Evanston.. The amounts and type of insurance required shall be determined by the City of Evanston, based upon the nature of the activity and the risk involved. The applicant shall provide the City with a certificate from an insurer evidencing such coverage prior to the applicant's use of City of Evanston property, and within the time prescribed by the City's Agent. The certificate shall also provide that the insurer shall give the City of Evanston reasonable advance notice of the insurer's intent to cancel the insurance coverage provided.

11. No acts of gambling, or drinking of alcoholic beverages, or smoking shall be permitted on the premises. The Undersigned acknowledges and agrees that it will be solely responsible for monitoring its employees, guests, coaches, etc. are not under the influence of drugs or alcohol.

I have fully read and understand the foregoing.

Printed Name _____ **Date** _____

Signature _____