

**ICP Sport Management Corp. “ICP Sport Management” and/or “ICP”  
Facility “Volleybarn” Rental Contract**

**Terms and Conditions**

1. The applicant shall be responsible for the conduct and supervision of all persons using the contracted facility while occupied by the applicant and shall comply with and ensure the compliance of the regulations of all persons using the contracted facility. Any regulations posted in a facility are in addition to the conditions set out herein and shall be complied with in the same manner and to the same extent as though they were specifically referred to in Condition 2 hereof.
2. All articles brought to the facility for use by the applicant or persons using the facility when occupied by the applicant shall be removed forthwith at the termination of the applicant's occupation of the premises unless otherwise authorized.
3. The applicant shall take direction from the facility personnel and comply with such direction. The applicant must be prepared to present this contract to facility personnel for confirmation of agreement.
4. ICP Sport Management may in its sole discretion cancel or postpone this permit for any or all of the below listed reasons:
  - a. This facility is required for ICP Sport Management, Summit Volleyball or partner purposes
  - b. This permit was secured by misrepresentation
  - c. This permit was transferred without the approval of the Facility Coordinator
  - d. The facility is not being used for the purpose set out in the application
  - e. Where there has been a breach of the regulations posted in the facility or set out herein
  - f. The facility required technical or emergency repairs which cannot be performed at any other time
  - g. The result of weather forces the closure of facilities
5. Where the faculty uses the power to cancel set forth in the previous condition, (exception b, d and e) they shall give notice to the applicant as soon as possible thereafter, by whatever means may be available to them. The facility office will do everything possible to find alternate locations or scheduling time for these unexpected shortfalls as to not interfere with the intended activity.
6. Any group or member of a group causing damage, whether accidental or malicious, to the facilities or equipment at the aforementioned facility will be held financially responsible for the repair or replacement of such damage. Failure to pay for said damages will result in the termination of further reservation until such payments have been received.
7. If the facility is to be used for athletic purposes, gym attire is mandatory. No outdoor clothing, cut-offs or ripped garments will be permitted. Clean athletic shoes must be worn at all time. No sandals or bare feet allowed.

8. Rental rates are \$50/hour per court plus GST, with a minimum 2 hour booking block per court, unless otherwise contracted. All booking rental fees must be paid in advance of the reserved date, unless otherwise contracted. All payments are due and payable seven (7) days before date of the first booking. If payment is not made in accordance with this clause, your booking may be automatically cancelled.

9. Except as authorized, no admission charge, collection or sale of food or refreshments shall take place. No alcohol beverages are allowed at the facility.

10. Cell phone or other electronic devices are not permitted in the change room or team areas.

11. Cancellation Fee Policy:

a. Any renter cancelling their contract or portion thereof, and requesting a refund for the cancelled contract within fourteen days of the contracted booking date will be charged Fifty Percent (50%) of the refund amount, or a minimum of Fifty Dollars (\$50.00) or whichever is greater. Any renter cancelling their contract or portion thereof, and requesting a refund for the cancelled contract with more than 14 days notice of the contracted booking date, will be charged Ten Percent (10%) of the refund amount, or a minimum of Fifty Dollars (\$50.00) or whichever is greater. Please note: There will be no refunds provided for any cancellations made within 24 hours of your rental start time. All cancellations and requests for refunds must be emailed to [volleybarn@reginayouthvolleyball.ca](mailto:volleybarn@reginayouthvolleyball.ca).

12. Parking Regulations: Parking is free out front of the Volleybarn, with the exception of designated priority or reserves stalls. Parking in these designated or reserved stalls may result in ticketing or towing by Evraz security.

13. The Volleybarn is 100 percent smoke-free and does not permit smoking or the use of tobacco or cannabis products in any of its facility space. Failure to comply may result in fines and/or loss of rental time/membership privilege.

14. Prices are subject to change without notice.

15. A copy of the signed contract must be received prior to the first rental date. If unsigned, we reserve the right to cancel the contract.

16. All payments must be remitted by credit card through our online invoicing system.

17. Insurance/Waiver: Users shall provide a policy certificate for liability insurance. Minimum coverage will be \$2,000,000. Renters shall use release of liability waivers approved by ICP Sport Management stating that ICP Sport Management Corp and/or any of its affiliates, directors, staff or volunteers are not responsible for any damage, injury or liability resulting from the use of the facility.

18. The User will be solely responsible for obtaining copyright authorization/licenses to utilize copyrighted live or recorded music, dramatic, or other works at the Event. The User is solely responsible for paying any required copyright royalties to SOCAN or ReSound.

19. The user shall abide by all Covid-19 protocols as identified in the Regina Exhibition Association Limited Covid-19 Emergency Action Plan, and develop their own programming plan that adheres to current Saskatchewan Health Authority regulations and recommendations.

I have received, read, and will abide by both of these Covid-19 action plans and regulations/recommendations as identified above.

Signature: \_\_\_\_\_

20. Contacting Security: Should renters need to contact security to report any concern or suspicious activity, they should call **Security Dispatch at 306-789-REAL (7325)**.  
**In the event of an emergency call 9-1-1**
21. Evacuation and Muster Points: In the event of an evacuation, everyone must immediately exit the facility using the emergency exit doors and gather in the muster locations. *Please do not use Elevators, in Evacuation situations they will not be working.* Renters are required to identify a fire marshal on-site during their rental time to ensure everyone is out of the facility safely in the event of an evacuation. The Muster Point location for the Volleybarn (located in Canada Center) is the light pole closest to the Lewvan Drive LED sign in Parking Lot B.
22. In the event of a power outage, all user groups are required to cease their activity and gather on their respective court to wait for the power to return. If after 30 minutes the power does not come back on, parents will be contacted to come pick their child up and everyone will be asked to vacate the facility for safety reasons. Coaches or supervisors must remain on site until all participants have been picked up by a parent/guardian or designate. Refunds or rebooking for missed time due to a power outage are at the discretion of ICP and will be considered based on the time and duration of the power outage as reported by REAL.
23. In the event of an alarm being triggered: Occupants will be notified of a potential fire alarm by a slow, intermittent alarm tone. This means that there is a potential issue. Evacuation is not necessary however renters may evacuate to their appropriate Muster point per their discretion. REAL Management staff will immediately move into place to determine the issue and correct if safe to do so. The City of Regina Fire Department (RFD) will be on route. Once the RFD and REAL Management have corrected the issue, an email will be sent out to ICP Sport Management that is safe to re-enter the building. ICP Sport Management will notify the contact listed on this contract with that information. If the alarm tone changes to a speedier pattern then evacuation to muster points is mandatory. This does not necessarily indicate a severe issue it just may mean that staff and the RFD Authority are taking additional steps to ensure everyone's safety. Once the RFD and REAL Management

have corrected the issue, an email will be sent out to ICP Sport Management that is safe to re- enter the building, ICP will convey this information to the contact listed on this contract.

24. Renters are required to provide their own equipment and are not permitted to use the equipment on site, with the exception of the sport court, poles, nets and court chairs, unless otherwise contracted.

#### RELEASE, WAIVER, CONSENT and INDEMNIFICATION FORM

The Renter agrees that ICP Sport Management Corp ("ICP"), its servants and agents, are in no manner responsible or liable to the Renter or any persons attending at or participating in, the activity planned or otherwise. The Renter agrees to indemnify and save from and against all costs, expenses, demands, claims, damages, and liabilities whatsoever which ICP, its servants and agents, may incur, suffer, sustain or be or become subject to by reason of the rental of the facility and any event, incident or happening related thereto. On my own behalf and/or on behalf of the Organization I represent, I hereby waive all present and future claims against ICP, and its directors, Board of Governors, employees, officers, servants, instructors, representatives, insurers and agents (and their respective successors and assigns) (collectively, "the Releasees") and hereby release the Releasees from and against any and all liabilities, losses, damages, claims, actions and/or causes of action, demands, costs and expenses relating to injury, illness, death, loss, damage to person or property or loss of property, foreseen or unforeseen, howsoever caused (including as a result of negligence of any one or more of the Releasees), arising out of or in connection with the Service at the Volleybarn.

Contact Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_