

**SPARTA YOUTH HOCKEY ASSOCIATION
ICE RENTAL AGREEMENT
FOR BIRTHDAY PARTIES OR NON-PROFIT GROUPS**

This agreement is entered into by and between SPARTA YOUTH HOCKEY ASSOCIATION (Here in after referred to as "ASSOCIATION"), P.O. Box 331, Sparta, WI 54656 and _____ (Here in after referred to as the "USER") In consideration of the mutual covenants in this Agreement, the parties agree as follows:

1. Description of Premises: Association leases to User and User agrees to rent The Sparta Youth Hockey Association Ice Rink at Sparta, WI.

2. Purpose: User represents that the rink is being rented for the purpose of _____ And for no other purpose unless the Association consents in writing on this and for no other purposes unless the Association consents in writing on this Agreement. User will use the rink on the Dates and times specified in the attached Exhibit "A". The Association reserves The right to accept or refuse any request for use of its facility and to impose Additional regulations for the use of its facility.

3. Quiet Enjoyment: The Association agrees to permit the User, upon faithful Performance of the terms and conditions of this Agreement, peaceably and Quietly to have, hold, and enjoy use of the Rink for the purpose and the term Stated here in. The Association retains jurisdiction over the Rink at all times. The Association reserves the right to enter the Rink for inspection, repair or emergency and revoke the privilege of Rink if any User's conduct or the conduct of any employee, agent, or guest of User becomes harmful or potentially harmful to property or persons, in the sole opinion of the Association.

4. Rent: user will pay the Association for the use of the Rink, the sum of: _____ . User will pay the Association a non-refundable deposit of \$_____ upon execution of the Agreement. The balance is due and payable prior to User taking the ice.

5. Rules and Regulations: User will abide by and conform to all rules and regulations from time to time established by the Association for the management of the Rink. Failure to abide by Association rules and regulations constitutes a sufficient basis for termination of this Agreement.

6. Compliance: User will comply with all applicable law and regulations of the United States and the State of Wisconsin, all ordinance of the city of Sparta, and all rules and requirements of the Police and Fire Departments or other municipal authorities of the City of Sparta and will not allow anything to be done at the Rink during the term of this Agreement that violates any such laws, regulations, ordinances, rules or requirements. User hereby assumes full responsibility for the character, acts and requirements. User hereby assumes full responsibility for the character, acts and conduct of all persons entering the premises with full knowledge or consent of any person acting for or on behalf of User.

7. Parental Release: Prior to the use of the Rink, User will provide the Association with medical releases for hospital / medical treatment signed by on or both of the parents and any minor children unaccompanied by a parent to the Rink. Said release will allow for the treatment should any accident or injury occur.

8. Damages to Premises: If the Rink, or any part of the Rink, or any equipment located at the Rink during the term of this Agreement is damaged by the act, default or negligence of User, or of User's agents, employees, patrons, guests or any person admitted to the Rink by User, User will pay to the Association, upon demand, such sums as will be necessary to restore the Rink or equipment contained in or on the Rink to their present condition.

9. Release of the Association: The Association will not be responsible for any damage from any cause whatever prior, during or after the period covered by the Agreement. The Association will not be responsible for any loss of personal property supplied by user of User's agents, employees or guests. User hereby expressly releases the Association from and agrees to indemnify the Association against any and all claims for such loss, damage or injury.

10. Indemnification: User agrees to so conduct its activities upon the Association's premises so as not to endanger any person thereon or damage any property and further agrees to indemnify, defend (with counsel acceptable to the Association) and claims for injury to person or damage to property (including claims of employees of User or of any contractor or subcontractor of User) arising out of the presence of and activities conducted by user, its agents, member or guests on the Association's premises. Without limiting in any way

the foregoing, User specifically agrees to pay the costs and expenses of whatever nature for the defense of any action or proceeding at law that may be brought against the Association, its trustees, officers and employees upon any such claim to pay on behalf of the University, its trustees, officers and employees, upon demand, that amount of any judgment that may be entered against them in any such action or proceeding.

11. Default: If any required deposit or other sum is not paid promptly when due, or in the event User violates any terms of this Agreement, the Association may cancel this Agreement and require User to vacate the premises. The Association will retain all sums paid prior to such terminations.

12. Rent Refund: If User cancels an event with less than ten (10) day advance notice, 25% of the expected rent called for by this Agreement, including any disbursements or expenses incurred by the Association in connection therewith, will be payable by User to the Association as liquidated damages, and not by way of penalty. If User cancels an event with no notice, the full rent called for by this Agreement, including any disbursements or expenses incurred by the Association in connection therewith, will be payable by User to the Association as liquidated damages, and not by way of penalty.

13. Assignment: User will not assign this Agreement without prior, written consent of the Association nor suffer any use of the demised premises other than as specified in this Agreement.

14. Entire Agreement: This Agreement will constitute the entire Agreement between the parties. Any prior understanding or representation of any kind proceeding the date of this Agreement will not be binding upon either party except to the extent incorporated in this Agreement.

15. Modification of Agreement: Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will be binding only if evidenced in writing signed by each party or an authorized representative of each party.

16. Paragraph Heading: The titles to the paragraphs of this Agreement are solely for the convenience of the parties and will not be used to explain, modify or aid in the interpretation of the provisions of this Agreement.

17. Manager of Rink: Any matter not expressly provided for in this Agreement will be in the discretion of the Manager of the Ice Arena.

18. Representative of User: User will provide adequate leadership and supervision to assure appropriate behavior and conduct during the use of the Rink. At least one representative of User will be present for the duration of the event.

In witness whereof, each part of this Agreement has caused it to be executed on the dates indicated below

SPARTA YOUTH HOCKEY ASSOCIATION:

By: _____ Date: ____/____/____

By: _____ Date: ____/____/____
(Contract void one day after agreement date of contract).

User:

By: _____ Date: ____/____/____

Birthday or Non-Profit Group Ice Rental Rate: \$150 FOR 2 HOURS

You may occupy the facility at the scheduled rental time and must exit the rink at the scheduled end time, unless otherwise documented. Set up and cleanup/tear down time is not added to the front or back of your rental timeslot, unless otherwise agreed upon.

Sparta Youth Hockey Association Check Payment Coversheet

Please enclose this page with payment to
SYHA, P.O. Box 331, Sparta, WI 54656

Group Name: _____ No. In Group: _____

Activity: _____

Contact Person: _____ Phone: () _____

Email address: _____

Address: _____ City: _____

_____ State: _____ Zip: _____

Rental Rate: _____

Day(s)/Date: _____

Times: _____

Number of locker rooms (if needed): _____