



**FALLS COMMUNITY ICE FOUNDATION  
2022-2023 AFFILIATE ICE USER AGREEMENT**

1. **PARTIES:** The parties to this permit are Great Falls Community Ice Foundation (GFCIF) acting as designated agent for Arena Management and \_\_\_\_\_ (Permit Holder).
2. **PURPOSE OF PERMIT:** This agreement will establish basic guidelines for the use of the GFCIF Ice Plex/Arena by Permit Holder for its ice activities covering practices, games and tournaments.
3. **TERMS OF PERMIT:**  September 2022 through ~~March~~ April 2023  
Dates of Start & End  \_\_\_\_\_

Commented [MOU1]: March changed to April

**WHILE IN EFFECT, GREAT FALLS ICE PLEX COVID-19 POLICIES SUPERSEDE ANY AND ALL POLICIES AND REGULATIONS OUTLINED IN THIS USER AGREEMENT.** The authorized affiliate user representative named on this agreement will be informed of any changes to Ice Plex Covid-19 policies during the season. It is that individual's responsibility to ensure all of the users in their group are aware of all Ice Plex policies at all times. Affiliate Ice Users must submit a Covid-19 plan to the GFCIF board for approval prior to their first ice use. The plan will, at a minimum, detail how the user group will track attendance for contact tracing, policies on locker room use and spectators.

4. **USAGE FEE:** Permit Holder shall pay Arena Management to cover ice usage at the GFCIF Ice Plex/Arena for the term of the permit.
5. **LOSS OF ICE TIME:**
  - a. In the event that the ice scheduled cannot be used by Permit Holder due to equipment failure, Arena Management will not charge the Permit Holder for loss of ice time.
  - b. Permit Holder waives is right and ability to fine, file suit, or recover any financial loss from GFCIF, Ice Plex, Arena Management, or any other Permit Holder, that stems from unexpected loss of ice due to mechanical failure or unexpected closure of the arena.
6. **DESCRIPTION OF FACILITY:** Permit Holder may use only the common areas, locker room(s) and skating rink as assigned. Use of any additional rooms will need to be scheduled through Arena Management.

Representatives Initials / Date: \_\_\_\_\_

7. **ORDINANCES AND RULES:** Permit Holder shall comply with all City, County, State and Montana State ordinances enacted and adopted concerning the use of the GFCIF Ice Plex/Arena. Permit Holder agrees to be responsible for all damages to property, public or private that may be caused by this use and not to use or occupy the GFCIF Ice Plex/Arena for any unlawful purpose.
8. **PERFORMANCE/DAMAGE:** Permit Holder agrees to leave the GFCIF Ice Plex/Arena property at the expiration or prior termination of this permit in good condition or state of repair as when received except for ordinary wear and tear or damage caused by an Act of God. A one-time, non-refundable performance bond/damage deposit of \$100.00 is required. This deposit is fully refundable within 30 days following termination of this use permit upon satisfaction of all obligations to Arena Management. The Permit Holder has the option to leave the damage deposit with GFCIF to apply to the following year.
9. **RINK GUARD DAMAGE:** Permit Holder agrees to pay for the replacement of any rink guard material (glass or poly) that may be broken intentionally or accidental by a player on the ice or spectator during permit holder's rental of the facility. Affiliate users will be allotted three accidental breakage of glass/poly from on ice activity during the course of this agreement prior to being billed. Spectator damage not included in allotment. GFCIF will bill the Permit Holder for the cost of the rink guard material replacement, which will be included in the ice use invoice.
10. **CONCESSIONS:** Arena Management shall retain sole control of food and beverage concessions, including vending machines. Users may request permission from Arena Management for sale of concession items for special events.
11. **MERCHANDISE:** Permit holder may only sell skating equipment, clothing or other miscellaneous merchandise during their own event(s). Any merchandise stored at the IcePlex must be kept in the Permit holder's dedicated storage space, not in common areas, the skate rental office or the "conference room".
12. **MAINTENANCE:** Arena Management shall provide all maintenance and utilities for the facility. Users are expected to leave any occupied space in satisfactory condition as determined by Arena Management and/or Staff. (Including tape, cans, garbage in locker rooms). User will be fined \$100 after 2 written violation notifications.
13. **SCHEDULING:** GFCIF will designate a representative who will be responsible for all scheduling of ice time and use of locker rooms, usually the facility Manager. Locker room access will begin 1 hour prior to scheduled ice use, unless the rink is open and the assigned locker rooms are vacant earlier. The Great Falls Americans and University of Providence may occupy to locker rooms 1 & 2 up to 2 hours prior to their scheduled game start time.
14. **INDEMNIFICATION AND HOLD HARMLESS:** Permit holder agrees to Indemnify and hold GFCIF Ice Plex/Arena, its board members, and its agents and employees harmless against loss, damage and liability occasioned by, growing out of, or arising or resulting from any default herein under or negligent act on the GFCIF property of Permit Holder or its agents or employees. With the exception of adult hockey leagues, all users must provide GFCIF with a certificate of insurance naming GFCIF as Additional Insured. **All adult hockey user groups must use the GFCIF-approved liability waiver in order to be**

Representatives Initials / Date: \_\_\_\_\_

covered by GFCIF's insurance policy; otherwise, they must provide a certificate of insurance naming GFCIF as additional insured. All participants in adult hockey leagues must sign a liability waiver prior to participating and league organizers will provide copies to GFCIF upon request.

**15. It is mutually agreed by and between Arena Management and Permit Holder:**

- a. If Permit Holder shall pay the permit fee as herein provided and shall keep, observe and perform all of the other terms of this permit, Permit Holder shall and may peaceably and quietly have, hold and enjoy the GFCIF property for the dates and times aforesaid; otherwise, this permit shall immediately terminate and be of no further force or effect.
- b. This permit and all covenants and provisions herein contained, shall inure to the benefit of and the binding upon the successors and assigns any right, title or interest whatsoever.
- c. GFCIF and Arena Management reserves the right to determine who may use said GFCIF property.
- d. GFCIF shall have the right and privilege of canceling and terminating this permit upon giving Permit Holder thirty (30) days notice in writing of its intentions so to cancel and terminate this permit.
- e. Permit Holder must cancel scheduled ice at least 72 hours prior to use or will be billed for that ice time. Cancellation must be submitted in writing to the facility manager ([rinkmanager@gf-ice.org](mailto:rinkmanager@gf-ice.org)).
- f. Per GFCIF Policy & Procedures, any event using 4 or more hours of ice for which ice is reserved pre-season (i.e., at the pre-season affiliate users ice scheduling meeting) are subject to the following cancellation policies: cancellation with less than 60 days notice days will result in automatic invoice of 1 hour at prime ice rate; cancellation with less than 30 days will result in an automatic invoice of 2 hours at prime ice rate. The GFCIF Board has the authority to waive these fees with written notification from the user group of extenuating circumstances surrounding the cancellation.

**16. PAYMENT AGREEMENT:** Affiliate users: GFCIF will email Permit Holder a monthly invoice by the **5th** of each month detailing the Permit Holder's ice use fee for the previous month. All other users must pre-pay for contracted ice use.

- a. Permit holder agrees to pay IN FULL by the **15th** of the month for all ice used the previous month. If the Permit Holder's payment IN FULL is not received by GFCIF Treasurer by the 20th of the month, the Permit Holder shall pay a 3% late fee of the total amount owed for the previous month ice use.
- b. GFCIF Board of Directors has the authority to waive a late fee upon request.
- c. If Permit Holder is delinquent in paying for its ice use and late fee, the Permit Holder will not be permitted on the ice the following month until ALL delinquent payments have been received by GFCIF Treasurer.

Representatives Initials / Date: \_\_\_\_\_

**17. ICE RATES:**

Peak hours: Monday – Friday 5pm – 12am, all hours Saturday & Sunday

Non-Peak hours: Monday – Friday 12am-5pm

Permit Holder is agreeing to pay the following rate: (please check one).

- Affiliate Ice Use Rate  
**\*\*User commits to a minimum of \$5,000 of ice rental during season**  
 Peak hours \$235 per hour  
 Non-Peak hours \$110 per hour
- Non-Profit 501(c)(3) Prime Rate \$235 per hour +\$2 per skate rental
- Non-Affiliate Prime Ice Use Rate \$275 per hour +\$2 per skate rental
- Non-Affiliate “filler” Prime Rate \$240 per hour (prime ice scheduled 72-24h prior to use, subject to availability)
- Commercial Ice Use Rate \$275 per hour
- Non-Peak Non-Affiliate Ice Use Rate \$150 per hour
- \$400 monthly unlimited skate sharpening
- \$20 extra Lockers / Permit Holder user group wants \_\_\_\_\_ additional lockers

**18. ICE USE:** Permit Holder’s ice time begins at the scheduled time or when the Zamboni gate is closed, whichever is later, and no skaters may enter the ice until that time. Holder is expected to complete ice use on time. During major events (hockey games/tournaments, figure skating competitions), a grace period of 15 minutes will be allowed beyond the end of scheduled ice time, *with respect to billing*. User will be charged by the quarter hour for any additional usage at the appropriate rate for time of day/day of week. User must adjust their schedule accordingly to vacate the ice on time if another user or event is scheduled.

**19. PROTECTION OF REGULARLY SCHEDULED ICE TIME:** No Permit Holder shall schedule ice use during another affiliate user’s regularly scheduled ice time, before or after the annual scheduling meeting. Only the scheduled user has authority to approve changes that affect their regularly scheduled ice time(s). If a permit holder wishes to use the ice during another user’s regularly scheduled ice time, they must contact that user ahead of time to obtain their permission, and the originally scheduled user must personally notify the rink manager of such changes, as early as possible.

**20. AFFILIATE USER BENEFIT: \* FUN HOURS\*** Affiliate users have the opportunity to contract a maximum of six (6) fun hours of ice at any time during the season at non-peak rate for fun, camps, clinics, certifications, or fundraising activities. Users are prohibited from utilizing the hours for regular scheduled ice functions. Fun ice may not be used for functions that are added to the ice schedule before October 15 (i.e., before youth hockey (GFAHA) has completed their game schedule for the season). This benefit is to promote fun activities for the individual users and to allow programs to fund-raise to offset the cost of ice. Unused hours will not roll over to the following year.

Representatives Initials / Date: \_\_\_\_\_

- 21. **LOCKERS:** Affiliate users will be assigned one locker at no charge to be utilized throughout the ice season. Additional lockers may be rented at \$20 per month. Locks must be provided by the affiliate user. Property secured in the locker is not the responsibility of GFCIF. Additional lockers are \$20 per locker for season.
- 22. **CONFERENCE ROOM:** *Until the fire escape is completed and the occupancy limit is increased, the entire mezzanine area, including the conference room, will remain closed to the public and the Permit Holder will ensure no more than 10 people are on the second floor during any of their events.* When the fire escape is completed, the Permit Holder will ensure occupancy does not exceed the newly approved limit. The mezzanine conference room will continue to have a 10 person limit and be restricted to GFCIF use until it has a second door and the GFCIF board approves it for other use. At that time, the mezzanine conference room may be used by affiliate users for League meetings that do not provide a pecuniary gain to the affiliate organization. The conference room must be reserved through the Rink Manager by email (rinkmanager@gf-ice.org). Sign-in and sign-out of the room will be required. Any damage, garbage or misuse of the room will result in immediate loss of use privileges for the all users within the affiliate group. Damages will be repaired in full within 30 days by the affiliate user and affiliate user will be billed for repair costs. Bill must be paid in full prior to reinstatement of user access to room. *GFCIF Board will determine monetary rate structure prior to the beginning of each skate season for private events, "rental"/pecuniary gain by users and/or the Ice Plex. Until rates are determined and included in this agreement, NO FEE-FOR-USE OR PRIVATE RENTAL IS PERMITTED BY USER GROUPS. Violation of this agreement will result in loss of all access for the remainder of the current skating season.*
- 23. **PROGRAMMING:** GFCIF Ice Plex/Arena Affiliate Ice Use Policies are recognized as a mutually binding addendum to this Use Permit.

**Commented [MOU2]:** Ryan I believe received some sort of permit to allow for this to be used by more than 10.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by duly authorized representatives and will be interpreted according to Montana Law.

Received this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 \_\_\_\_\_  
 Great Falls Ice Plex/Arena Management

Received this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 \_\_\_\_\_  
 Signature – Permit Holder Representative  
 \_\_\_\_\_  
 Permit Holder Organization

\*\* LiveBarn Opt, Ice Use Policy, and Code of Conduct included as part of this contract and must be completed/signed by the Permit Holder representative. The contracted Permit Holder and its members are expected to comply with Ice Use Policy and Code of Conduct.

Representatives Initials / Date: \_\_\_\_\_

**USER INFORMATION FOR GFCIF MGMT:**

First Skate: \_\_\_\_\_

Weekly Day & Time of Use: \_\_\_\_\_

Skip Dates: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Event Dates Historical \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Intended Dates & Use of Fun Hours  
\*\*Affiliate Users ONLY \_\_\_\_\_  
\_\_\_\_\_

Last Skate: \_\_\_\_\_

Representatives Initials / Date: \_\_\_\_\_

**2022-2023 Live Barn Opt-In/Out**

**Commented [MOU3]:** Date changed to reflect current year

Name of user group: \_\_\_\_\_

Please indicate your group's request(s):

We do not want to have Live Barn on during *any* of our skates/events

We want to have Live Barn on during *all* of our skates/events

We want Live Barn on during practices only

We want Live Barn on during games only

Other: \_\_\_\_\_

Authorized by: \_\_\_\_\_

(name of representative & title within organization)

\_\_\_\_\_

(signature)

Date: \_\_\_\_\_

Representatives Initials / Date: \_\_\_\_\_

**GFCIF ICE USE POLICY ~~2020-2021~~2022-2023**

Commented [MOU4]: Date changed to reflect current year

1. Ice users must have a signed User Agreement, Certificate of insurance and/or liability waiver on file with GFCIF and/or Arena Management prior to skating.
2. Ice user and its affiliates are required to remain in compliance with the Ice User Agreement, Ice Use Policy and Ice Plex Code of Conduct. Non-compliance may result in termination of agreement.
3. Ice user must pay a damage deposit of \$100 to GFCIF prior to skating. If a portion of the damage deposit is used, it must be replaced before the end of the Month in which the damage deposit was used. The damage deposit will be returned in full at the conclusion of the season upon request
4. Use Permit provides for use of designated ice surface and specific dressing room(s) and restrooms only.
5. Ice user groups will assume all responsibility for their member's conduct on and off ice, to include patrons inside the building, during term of rental. GFCIF Arena Management reserves the right to remove anyone for misconduct and/or vandalism. Progressive disciplinary measures will be employed including permanent revocation of Arena use.
6. Ice users must request any special needs from GFCIF Arena Management at least 72 hours in advance.
7. Ice users must obtain authorization from GFCIF President to access the GFCIF Arena in the absence of Arena Management or employee.
8. Permit Holder must provide notification to GFCIF of raffles, drawings, or merchandise sales of any kind.
9. Once a revised occupancy permit has been issued by the fire department, the mezzanine may be reserved for tournaments and special events with proper notification and approval of the Rink Manager (see item 18 in the in the Affiliate Ice User Agreement). Direct adult supervision is mandatory for youth under age 18 on the mezzanine.
10. Bulletin boards will be provided for schedules and general information needing to be posted. NO taping of posters or materials to painted surfaces. All bulletins must be approved by the representing Ice User group prior to being posted. All digital material must be submitted 1 week prior to the event. ([rinkmanager@gf-ice.org](mailto:rinkmanager@gf-ice.org)).
11. Permit Holder will be allowed to permanently display banners/signs inside the arena. All permanent signs/banners will be approved and installed by Arena Management. Additional banners may be displayed for special events and/or tournaments with prior approval from Arena Management. Ice Plex is not responsible for any damage, loss, and/or maintenance of banners/signs displayed.
12. No alcohol will be allowed during youth events. Permit Holder may request authorization from GFCIF Board to provide alcohol (at no cost) on the Ice Plex property by Permit Holder for an adult special event and/or tournament. Alcohol sales must be coordinated through the GFCIF Board prior to the event.
13. Safety requires that only 1 -2 ADULT recognized affiliate instructors are allowed on the ice to move nets when the Zamboni is being used.

Representatives Initials / Date: \_\_\_\_\_



## ICE PLEX CODE OF CONDUCT ~~2020-2021~~2022-2023

Commented [MOU5]: Date changed to reflect current season

Participants and skaters assume all risks and dangers of personal injury or death arising from or related in any way to the Great Falls Community Ice Foundation (GFCIF) Ice Plex and including specifically (but not exclusively) ice conditions, the danger of being injured by ice skates, hockey pucks and sticks, other spectators or ice skaters, or by thrown objects. Patron/visitor agrees that the GFCIF Ice Plex and its employees are expressly released by patron/visitor claims arising from such causes. Patron/visitor further agrees to abide by the policies of the GFCIF Ice Plex and the instructions of the GFCIF personnel. By entering the GFCIF Ice Plex, the patron/visitor consents to the use of his/her image, without payment of consideration, in any news broadcasts, commercial broadcasts, advertising or promotional publicity for the GFCIF Ice Plex.

### FACILITY GUIDELINES

- All skaters must show proof of payment
- No one under the influence of illicit illegal drugs is allowed on the premises
- All skaters 5 years of age and younger must wear a helmet
- No running or horseplay
- No stick, puck, or ball play allowed outside of the ice surface or on-ice during public skate
- No food or beverages allowed on the ice at any time
- No use of tobacco is permitted anywhere inside the GFCIF Ice Plex or within 25 feet of doorways.
- Skating in a manner that endangers or interferes with other skaters' safety or pleasure is strictly forbidden
- Roughness, excessive speeding, or weaving through other skaters is prohibited
- No Tag or chasing games of any kind are permitted on or off the ice
- No more than 2 people may skate together (i.e., holding hands, forming trains, etc.)
- No one is permitted on the ice without skates
- While on the ice, skaters must keep moving in the direction of the flow
- Cutting through the center or weaving through cones is not allowed
- Skaters are not allowed to carry children or secondary items such as cell phones, cameras, handbags, etc. while skating
- Patrons must not sit on, lean over, or leave articles on the dasher boards
- Incidents of malicious destruction are to be reported to the manger/ supervisor immediately
- No one is allowed on the ice during resurfacing. The Zamboni doors must be closed before anyone is permitted onto the ice surface
- Throwing snowballs or any objects is strictly prohibited
- Management has the right to refuse admittance as they deem fit.
- Management has the right to eject a patron without a refund if they have not followed rink guidelines
- NO POUNDING ON THE GLASS - Users are required to enforce this rule during rental of the ice and during the event. GFCIF Staff is not responsible for enforcement of this rule.

The Ice Plex, Arena Management and/or GFCIF are not responsible for any personal items stolen or left within or around the premises.

Representatives Initials / Date: \_\_\_\_\_