



## Space Rental Policies and Conditions for 2022/23 Season

### SPACE RENTAL POLICIES

1. Applicants must be a minimum of 19 years of age, and all rentals require that a representative of the applicant who is 19 years of age or older be on site during the rental.
2. Booked Space area are allowed 1hr prep time for their booking and 30min after meeting
3. Event organizers and their visitors will have access to the booked space, as well as hallways connecting the booked space to the washrooms and fire exits during the rental period and the concourse area. The lobby and box office area are open to the public during regular hours. All other areas will be closed to Licensees
4. No user is permitted on the ice surface at any time during the booked space rental time.
5. Once the booked space time is completed the area is available for them for 30min to clear out. The host for the rental will remind you when time is closes
6. The parking lot at the Meridian Centre is always enforced by the City of St. Catharines. Any rentals Monday - Friday from 6pm-11pm, and all times on the weekend will have access to park in the middle-unmarked spaces and the signed Arena Patrons only spots. Any rentals outside this time, please contact the rental coordinator to inquire about the parking. There is **NO PARKING** at any time in the numbered parking spaces that face McGuire Street. Any tickets issued will be the sole responsibility of the vehicle owner.
7. NO outside Food or Drink (Alcohol) is permitted in the Meridian Centre and if catering is required the booker can aid with that request.
8. Nothing to be taped, stapled, pinned to the walls, windows, or any other surfaces in any areas, including the exterior of the building, unless written permission is given.

**GENERAL TERMS AND CONDITIONS:** You, as the Licensee, agrees to the following:

### CANCELLATIONS, REFUNDS AND TRANSFERS

1. Fees are non-refundable unless event is cancelled by the Licensor which is permitted at anytime. The Licensee acknowledges that the Meridian Cente may at any time and without notice cancel the Licensee's rental, booking or permit due to an event booking in the event of cancellation, the Licensee shall be entitled to a refund of fees. Meridian Centre shall endeavor to notify the Licensee 72 hours in advance of any cancellation.
2. The booking of dates and times of use specified in this permit is an advance reservation for use of parts of the facility which is not guaranteed by the Licensor. The Licensor retains the sole right to reschedule or cancel any dates and times at any time. In the event of cancellation by the Licensor for reasons other than the Licensee not abiding by the terms and conditions of this agreement, a full refund will be provided.
3. Changes to date and times of the booked Ice Rental can be accommodated within the present season if the request is submitted in writing a minimum of 72 hours in advance.
4. That the use of the facility is restricted to the stated facility, time, dates, and activities listed herein.
5. This agreement is not transferable without the express written permission of the authorized representative of the Meridian Centre. Agreements prepared for ice must be signed and returned within 2 business days or your ice request will be cancelled. Once the agreement has been signed an invoice will be sent which is to be paid 24hrs before the booked ice rental.

## **INSURANCE AND INDEMNITY**

1. Where insurance is required from the Licensee, a permit will not be issued until a certificate of insurance, naming "The Corporation of the City of St. Catharines" as an additional insured, and indicating the required insurance coverage being provided, is received by the City.
2. The Licensee releases and forever discharges the City from any and all actions, causes of action, claims, and demands for damages, loss, or injury, however arising, which may be sustained by the Licensee in consequence of entering or using any municipal facility as part of the Licensee's booking, rental or permit including theft or loss of property.
3. The Licensee shall indemnify and save harmless the City against all liability, claims, damages, or expenses due to, or arising out of, any act or neglect by the Licensee, or members, users, agents and guests of the Licensee, on or about the facility, or due to, or arising out of, the entry or use of the facility, including liability for injury or damage to the persons or property of the Licensee, or members, users, agents and guests of the Licensee, except claims arising from the negligence or intentional acts or omissions of the City and those for whom they are responsible at law.
4. The Licensee shall and does hereby release, discharge and covenant and agrees at all times to indemnify and save harmless the City and its agents, officers and employees from and against any and all liabilities, damages, costs, claims, suits or actions arising out of the Licensee's booking, rental or permit or arising out of any breach, violation or non-performance by the Licensee of any covenant or provisos in these terms and conditions and such indemnification shall continue in effect after the expiry of the Licensee's booking, rental or permit with respect to any such matter arising during the currency thereof.

## **FOOD AND BEVERAGE**

1. Catering food and beverage services are available at the Meridian Centre. We are a fully licensed facility, including all dressing rooms and corridors, and alcohol service is always available to accompany catering services purchased. However, any 'off-licence' or 'personal' alcohol brought into the facility is strictly prohibited, anywhere in the facility, including any dressing room, at any time. Venue Management will strictly enforce this Alcohol and Gaming Commission of Ontario Regulation during our ice rentals. The presence of 'off-licence alcohol' anywhere in the facility may result in the loss of your rental privileges. Alcoholic beverage may be purchased via the Catering Department by calling 905-684-8400 x 6360.
2. The Meridian Centre, or those agents authorized by the Meridian Centre, shall have the sole and exclusive right and control over all food and beverage concessions. If the Licensee is granted permission by the Meridian Centre to serve food and beverages, compliance with the Public Health Department's "Guidelines for Outdoor Food Service Ontario Regulation 586-99" and approval from the Public Health Department is required. Documentation of the approval must be provided to the Meridian Centre.
3. If the Licensee fails to conform to all the Terms and Conditions in this agreement, the Licensor may revoke the permit granted without refund.

## **FACILITY USAGE**

1. Anything brought into the Meridian Centre or stored within shall be at the sole risk of the Licensee. The Licensee understands and agrees that The Corporation of The City of St. Catharines – Meridian Centre is not responsible for any lost or stolen articles.
2. Meridian Centre staff is required to be on duty during any rental and oversees the building, grounds, and equipment. The Licensee agrees to comply with staff's instructions regarding use, operation, and safety of the premises and contents.
3. The Licensee accepts the responsibility for providing adequate supervision for the maintenance of good order during the entire time the group occupies or makes use of the facility.
4. The Licensee shall ensure that all its members, users, agents, and guests conduct themselves in an orderly manner and comply with all statutes, regulations, by-laws, and rules made under federal, provincial, or municipal authority which in any way affects the use of the facility.
5. The Licensee shall ensure that all its members, users, agents, and guests are aware that the entire Meridian Centre property, inside and outside, is by law a smoke-free property. Strict adherence to this legal requirement must be observed.
6. The Licensee is responsible for the event setup and cleanup, ensuring the facility is in the same condition as when the user took possession. The Licensee will be responsible for the cost to reinstate and make good, any damage caused in, or to the facility. All garbage and recyclables are to be placed in the proper containers.
7. In the event of the Licensee's failure to conform to the applicable provisions of these general provision terms and conditions, Meridian Centre may revoke the issued permit without refund.
8. Booking of dates and times of use specified in the issued permit is an advance reservation for use of a municipal facility which is not guaranteed by the Meridian. Meridian retains the right to reschedule or cancel any dates and times booked at any time.
9. Games of chance, lotteries, raffles, and gambling are not permitted without the necessary license.
10. Fire exits and doors are not to be blocked or propped open at any time for any reason. Any person found violating Meridian fire codes may be subject to fines issued by the St. Catharines Fire Department.
11. Tables and chairs are available for indoor use only.

12. Rice, confetti, fires, grills, are strictly prohibited.
13. Nothing may be taped, stapled, or tacked to the walls, windows, or any other surfaces in any areas, including the exterior of the building of any municipal facility.
14. All furniture and equipment provided by the Licensee must be removed at the end of the rental period. Any items left for seven (7) days after the event, including tables, flatware, linens, etc. will become the property of the Meridian Centre. Furniture and equipment provided by the Licensor may NOT be removed from the facility. Licensee assumes responsibility for any furniture and equipment in the rental space as defined in this agreement. Any furniture or equipment, deemed by Meridian Centre, to be absent or damaged, shall be charged to the Licensee at full retail value of said item or comparable product.
15. No fixed advertising or sponsor recognition will be permitted within any municipal facility by the Licensee.
16. Smart devices are not permitted in the washrooms, dressing rooms or change rooms.
17. The conducting of personal business within a City owned facility during public programming (including leisure swims and lengths) is strictly prohibited.
18. The Licensee releases and forever discharges The Corporation of the City of St. Catharines, the Meridian Centre and SMG Canada ULC ("Operator") from all actions, causes of action, claims, and demands for damages, loss, or injury, however arising, which may be sustained by the Licensee in consequence of entering and using the facility.
19. The Licensee shall indemnify and save harmless, The Corporation of the City of St. Catharines, the Meridian Centre and SMG Canada ULC against all liability, claims, damages, or expenses due to, or arising out of, any act or neglect by the Licensee, or members, users, agents, or guests of the Licensee, on or about the facility, or due to, or arising out of, the entry or use of the facility, including liability for injury or damage to the persons or property of the Licensee, or members, users, agents and guests of the Licensee.

#### **ACCESSIBILITY**

1. The Licensees shall ensure it is fully aware of and meet all requirements under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time. A Declaration of Accessibility Compliance will be required by vendors providing services on City owned or operated properties.

#### **ONTARIO FIRE CODE: The Licensee agrees to comply with the following requirements with respect to operation of an outdoor public amusement area under any rental, booking or permit:**

1. Outdoor public amusement areas shall be designed so that they do not create a fire hazard to the public using them.
2. Hay, straw, shavings, textiles, films or similar combustible materials shall not be used in the design and construction or as decorative features in outdoor public amusement areas unless approved provisions are made to control the hazard.
3. Smoking, open flames, temporary wiring, heat-producing equipment and similar ignition sources shall not be permitted where they constitute a fire hazard to the public except in specifically approved areas.
4. Outdoor public amusement areas that involve enclosed, confined or otherwise confusing configurations shall be provided with emergency egress points that: have appropriate width, height and capacity of the anticipated number of occupants; are not more than 15 m travel from any point within the public amusement area except as approved; are clearly identified with signs and are equipped with lighting providing a minimum lighting level of 10 lx at floor or pathway level for a duration of at least 30 minutes where natural lighting is not sufficient in the circumstances.
5. The operator of the outdoor public amusement area shall develop and implement written fire safety procedures that include:
6. a means of alerting the persons in the public amusement area of a fire emergency and notifying the fire department; evacuation of endangered persons; appointment and instruction of supervisory staff to carry out fire safety duties and fire prevention and control of fire hazards.
7. The procedures described in Item 5 (above) of this Section F. Ontario Fire Code shall be made available to the Chief Fire Official upon request.

#### **PROPANE COOKING/HEATING**

#### **The Licensee agrees to comply with the following requirements with respect to use of propane for cooking or heating as may be permitted under any rental, booking or permit:**

1. Fuel fired cooking appliances are to be positioned a minimum of 10 feet clear of any buildings or tents (exception item 2 (c). Ensure that a qualified person conducts all tank connections and performs a soap test prior to and after use.
2. Propane appliances and tanks used for cooking shall be used and stored in compliance with Propane Storage and Handling Regulations under authority of the Technical Safety Standards Authority [www.tssa.org](http://www.tssa.org) or call TSSA at 1-877-682-TSSA.
3. Provide an operational 5 lb. multi-purpose, dry chemical portable fire extinguisher with minimum 2A10BC rating in close proximity to any propane fire cooking equipment. Competent adult personnel shall always maintain and supervise the cooking operations.
4. Propane heaters are prohibited from all tent enclosures used by the public due to the potential for carbon monoxide poisoning and risk of fire or burn injury.
5. Provide two (2) remote exits of not less than 36 inches in width in all fenced enclosures. Ensure that exits are always kept clear and unobstructed and available for immediate use. Where on site building facilities are used as part of the event, ensure that the posted occupant load where applicable, is not exceeded.

6. It is a violation of the Ontario Fire Code and City By-law to conduct any open air burning or the discharge of any pyrotechnics without the approval of the St. Catharines Fire Services.
7. At the discretion of the St. Catharines Fire Services, a pre-event inspection may be required, and additional inspections may be conducted during the event.

## **TENTS**

**The Licensee agrees to comply with the following requirements with respect to use of propane for cooking or heating as may be permitted under any rental, booking or permit:**

1. The Licensee is responsible for obtaining a Building Permit for any temporary tents or group of tents to be used by the Licensee for its rental, booking or permit. In this regard the City of St. Catharines Building Department should be consulted at 905-688-5600.
2. Ensure that all tent or tarpaulin material has been certified and is fire retardant in accordance with either the CAN/ULC S-109-M, "Standard for Flame Tests of Flame Resistant Fabrics and Film", or the NFPA705, "Recommended Practice for a Field Test for Textiles and Films". Suppliers or rental firms should be asked to confirm that all materials meet either of the two standards.
3. Cooking with fuel fired appliances or the use of candles is strictly prohibited in any tents used by the public. Cooking appliances can be located under a canopied area meeting the above flame proofing standards providing that the tent is not used or accessed by the general public and shall not be enclosed with sidewalls.
4. Provide and maintain unobstructed access to at least two (2) remote exits of not less than 36 inches for tents exceeding 700 sq. ft. in area and in any fenced enclosures surrounding tent. Where larger occupant loads are anticipated (exceeding 290 persons), additional exit openings are required based on the following criteria: each exit opening of 36 inches will accommodate an occupant load of 144 people.
5. The ground enclosed by the tent and for at least 10 feet outside of the structure shall be cleared of all flammable material or vegetation that will support and allow fire extension.
6. Conspicuously locate a fire extinguisher with minimum 2A rating within each tent.
7. Ensure that a sufficient number of extinguishers are provided so that travel distance does not exceed 80 feet.

## **PAYMENT**

1. Except where a scheduled payment plan has been approved by Meridian Booker, the Licensee shall pay all fees and applicable taxes associated with the Licensee's booking, permit or rental of a municipal facility prior to use of the municipal facility.
2. For one-time rentals or bookings or for recreational programs, all associated fees plus applicable taxes shall be paid at the time of booking or registration.
3. The total fees and applicable taxes for multiple rentals over a playing season shall be payable by the Licensee prior to the first rental or in accordance with a scheduled payment plan approved by Meridian Booker. In the event any one scheduled payment by the Licensee is late, Meridian is entitled to cancel all future bookings and rentals by the Licensee.
4. Where a security deposit is required as part of a municipal facility booking, rental or permit, the Licensee shall submit the deposit as cash or certified funds made payable to "The Corporation of the City of St. Catharines" and, until such deposit is received, the Licensee's booking, rental or permit is not confirmed.