

TN Iceplex Limited Partnership, by its general partner TN Iceplex Inc. (“**TN Iceplex**”) endeavors to provide all users of Bell MTS Iceplex (“**Facility**”) with a superior patron experience by operating a safe, clean and state-of-the-art training facility. By entering into a Limited Use Agreement (“**Agreement**”), Renters agree to abide by the following Facility Guidelines & Conditions of Use (“**Guidelines**”):

1.0 GENERAL FACILITY REGULATIONS

- 1.1. TN Iceplex shall not be responsible for any lost or stolen goods or money, whether from a dressing room or elsewhere in the facility, including vehicles in the neighboring parking lots, whether or not arising or resulting from TN Iceplex’s negligent acts or omissions. Renters are advised to take appropriate measures to protect valuables.
- 1.2. Renter shall be responsible for the enforcement of the Guidelines, as outlined herein, and any of Bell MTS Iceplex’s COVID-19-related Protocols as posted on TN Iceplex’s website and as amended by TN Iceplex management and staff from time to time.
- 1.3. Renter shall supervise and ensure that all affiliated persons with the ice rental, including spectators, adhere to the Guidelines. TN Iceplex shall have the right to eject from the Facility or refuse admittance to any person who, in the opinion of TN Iceplex, is creating a disturbance, is behaving in an objectionable or unacceptable manner, or fails to adhere to the Guidelines or any of Bell MTS Iceplex’s COVID-19-related Protocols as posted on TN Iceplex’s website and as amended by TN Iceplex management and staff from time to time. This extends to objectionable or unacceptable behaviors directed towards game officials and/or associated game organizers operating within the Facility.
- 1.4. No smoking, including cannabis products, chewing tobacco, and the use of e-cigarettes, is permitted in the Facility, per City of Winnipeg By-Law No. 88/2003.
- 1.5. Sunflower seeds are not permitted in the Facility, including dressing rooms, players benches and spectator stands.
- 1.6. Use or consumption of alcoholic beverages within the Facility is prohibited, unless purchased and consumed in the licensed premises within the Facility.
- 1.7. TN Iceplex reserves exclusive rights for the purpose of selling all food and beverage products. Renters may not sell, serve, or allow the selling/serving of food, beverage, or refreshments of any kind on, or in the Facility.
- 1.8. All persons under the age of 12 must be supervised by their parents, guardians, or coaches at all times.
- 1.9. All fire exits, aisles, lobbies, passageways, stairways, halls, entries, and doorways must be kept clear and accessible at all times. TN Iceplex reserves the right to request that all equipment, property, or persons blocking such areas be removed.
- 1.10. Renter shall supply, at its expense, all supervision and preserve and maintain good order, discipline and safety in the use of the Facility. The Renter may be asked to provide an operations plan detailing ice event(s), ticketing, guest services and security plans, which shall be reviewed by TN Iceplex. TN Iceplex must approve of this plan, and has the authority to mandate supplemental operating measures, at the cost of the Renter, to ensure patron safety and security.
- 1.11. Renter agrees to remove all equipment, displays, goods and belongings (collectively “**Items**”) of the Renter

from the Facility on or before the termination of the Agreement. If Renter fails or neglects to do so, TN Iceplex may remove and store the Items at the expense of Renter without liability for any loss or damage.

- 1.12. Any agent or employee of TN Iceplex shall be entitled to enter areas occupied by the Renter and inspect the Facility and make any alterations, repairs or additions as deemed necessary by TN Iceplex.
- 1.13. Renter agrees to accept the Facility as is, and that TN Iceplex makes no representations, warranties, or guarantees as to the suitability or condition of the Facility.
- 1.14. Renter may not advertise at the Facility without the prior written approval of TN Iceplex.
- 1.15. Renter shall not construct, erect or attach, or cause or permit to be constructed, erected, or attached any device, fixture or other thing of any nature to any part of the Facility.
- 1.16. No animals are permitted in the Facility, except service animals specifically trained to aid a person with a disability.
- 1.17. If the Renter fails to comply with any conditions of the Guidelines or any Bell MTS Iceplex's COVID 19-related Protocols as posted on TN Iceplex's website and as amended by TN Iceplex management and staff from time to time, TN Iceplex may terminate the Agreement and consequently, all rights of the Renter are also terminated without entitlement to claim any damages, reimbursement, compensation or remuneration.
- 1.18. All terms and conditions of the Agreement and the Guidelines shall be binding upon the parties, their heirs, executors, administrators, successors and assigns, and cannot be varied or waived by any oral representation or promise.

2.0 ICE RENTAL REGULATIONS & CONDITIONS

- 2.1. One hour of ice rental consists of 60 minutes of ice time. Renter shall include their warm-up, cool-down, picking up of pucks and other equipment within their scheduled ice-time.
- 2.2. All rental participants, team-members, and bench staff (collectively "**Rental Users**") must remain off the ice during the resurfacing and shall not go on the ice until the resurfacing has been completed and the Zamboni Door is closed.
- 2.3. Rental Users must leave the ice surface after the horn, signaling the end of the scheduled time slot.
- 2.4. Rental Users must wear CSA approved helmets and other applicable safety equipment when on the ice surface. Access to the ice surface will be denied and individuals will be asked to leave the ice surface until the appropriate equipment is worn. Rental Users under the age of 16 must wear a CSA approved helmet and other applicable safety equipment at all times when on the bench.
- 2.5. Only Canadian or Slovakian made pucks, manufactured to NHL/AHL standard, are permitted for use. Use of other foreign made pucks may result in damages to the facility and are strictly prohibited.
- 2.6. Rental Users causing damage to the ice surface shall have their ice time reduced to accommodate the necessary repair work by maintenance staff and will be responsible for the costs associated with these damages.

- 2.7. The use of sticks, pucks or balls outside of ice surfaces is strictly prohibited.
- 2.8. Portable skate sharpening machines are prohibited, unless written approval is provided by TN Iceplex.

3.0 FEES

- 3.1. License Fee must be paid in full, prior to the use of the ice rental.
- 3.2. Renters will be assigned a service fee of \$20.00 on all NSF cheque and/or denied credit card fees.
- 3.3. All facilities shall be left in an acceptable condition or extra charges for damages or excessive clean up shall be charged to the Renter. Renter will be notified of additional charges.

4.0 CANCELLATIONS & TRANSFERS

- 4.1. If Renter's rental is for 5 hours or less and wishes to cancel the rental, Renter shall provide written notice to the Iceplex Master Scheduler within 48 hours of receiving the Agreement. If such notice is not provided, no refund of any sum paid towards the rental shall be repaid by TN Iceplex and Renter may be responsible for payment of the License Fee.
- 4.2. If Renter's rental is for 6 hours or more and wishes to cancel the rental, Renter shall provide written notice to the Iceplex Master Scheduler no less than 10 business days prior to the date of the rental. If such notice is not provided, no refund of any sum paid towards the rental shall be repaid by TN Iceplex and Renter may be responsible for payment of the License Fee.
- 4.3. Renter acknowledges that TN Iceplex may be required to change or cancel Renter's rental at any time. In the event of such a change or cancellation occurring, Renter shall be able to exercise one of the following three options: (1) accept to move the conflict rental to a different available date and time as proposed by TN Iceplex; (2) accept a credit for the License Fee for the lost ice usage rental to be used at a later date; or (3) receive a reimbursement cheque equal to the License Fee for the lost rental.

In the event that TN Iceplex changes or cancels the Renter's rental, the Renter agrees that TN Iceplex, any affiliate thereof, and any of their respective parents, directors, officers, employees, agents or representatives shall not be liable to the Renter for any damages related to the changing or cancelling of the rental.

- 4.4. The rights granted to Renter shall not be transferred or assigned in any way.

5.0 DRESSING ROOMS

- 5.1. Dressing rooms shall be available thirty (30) minutes before the scheduled ice time and must be vacated within thirty (30) minutes after the scheduled ice time.
- 5.2. Renter ensures that dressing rooms shall be left in a reasonably tidy condition.
- 5.3. Rental Users are prohibited from using cameras or any electronic device with a camera function while in dressing rooms, shower areas, or any other area where other Rental Users would have a reasonable expectation of privacy. Rental Users are asked to immediately report any concerns to staff related to others using camera cell phones within the Facility.
- 5.4. Dressing rooms should be locked before leaving to the ice surface. Please leave the key inside the dressing room after use.

6.0 INSURANCE & INDEMNIFICATION

- 6.1 Rental Users acknowledge that the activities they are taking part in within the Facility are inherently dangerous, and willingly assume those risks.
- 6.2 Renter shall indemnify and hold TN Iceplex, its affiliates, its employees and agents (collectively, the "Indemnitees") harmless from and against and in respect of any and all claims, rights, demands, causes of action, proceedings, actions, suits, liabilities, losses, damages, costs, charges and expenses of every nature and kind which may be made against or incurred by the Indemnitees arising out of, in connection with (i) any negligent or wrongful act or omission of the Renter or any of its officers, directors, employees, agents or invitees and (ii) any breach, violation or non-performance of the Renter of any of the Guidelines or any Bell MTS Iceplex's COVID 19-related Protocols as posted on TN Iceplex's website and as amended by TN Iceplex management and staff from time to time, and the Renter shall defend and protect the Indemnitees from and against the same at the Renter's own cost and expense. TN Iceplex does not provide the Renter with liability insurance coverage. The Renter may, at the request of TN Iceplex, be required to obtain a general liability insurance policy, in ISO form or other form which provides coverage at least as broad, written on an "occurrence basis" with appropriate policy limits. Upon request, the Renter shall furnish TN Iceplex with a certificate of insurance evidencing such coverage and showing TN Iceplex as an additional insured. This indemnification shall survive the expiration or earlier termination of this Agreement.