

ATTACHMENT TO AGREEMENT
WILLIAM G. MENNEN SPORTS ARENA

Morris County Park System Rules & Regulations for ice rentals:

1. All contracts are to be signed by a consenting adult (must be 18 years of age). That person is responsible for the group using the ice at that time.
2. When acquiring a team room, which should be no sooner than ½ hour before your rental time, car keys must be left in the main office in lieu of the team room key.
3. Persons in charge of rental are responsible for the team room. This person is to see that the team room is maintained properly and also that the team room is locked when not in use during the rental time.
4. Absolutely no alcoholic beverages are permitted in the building or on any Commission property.
5. We ask that you treat this facility with the best of care.
6. If any person in your group is injured, they must report the injury to the arena personnel on duty as soon as possible.
7. When your allotted time is up, you must leave the ice promptly.
8. The scoreboard will be available for use by authorized **adults** only.
9. Renter shall not injure, mar, nor in any manner deface said premises or any equipment contained therein, and shall not cause or permit anything to be done whereby the said premises or equipment therein shall in any manner be injured, marred, or defaced; and will not drive or permit to be driven: nails, hooks, tacks, or screws into any part of said building or equipment contained therein and will not make or allow to be made any alterations of any kind to said building or equipment contained therein. Failure to comply requires renter to pay for any and all damages that may have occurred during the term of this agreement.
10. Renter agrees to pay promptly all taxes and license fees and to take out all licenses or permits for use of the rental space as required by federal, state or local laws and ordinances and lessee agrees to provide evidence of same to renter on call.
11. Renter shall not deny participation in any event of renter or membership in renter because of race, creed, color, sex or national origin.
12. Based on availability and with arena confirmation the Lake Placid Room and/or Salt Lake City Room may be utilized for club business with a fee waiver. The prevailing rate of \$50.00 or 15% of fees collected whichever is greater will be applicable for all other room usage such as clinics, seminars, parties, etc.
13. The Commission reserves all concessions and all concession rights including but limited to food, beverages, and parking privileges. Renter shall have the right to sell programs, novelties, and other non-food or beverage show-related items as are approved in advance by the Commission in designated locations. Should Commission grant to lessee such privilege, Commission will retain \$25.00 plus 10% of gross sales excluding taxes in addition to the rental fee. In advance of any set-up, each vendor shall provide the Commission a \$200.00 security deposit to be held by a Mennen

Arena representative until a report and payment in full is received by the Commission for all payments due the Commission as a result of the event. The \$200.00 security deposit shall be cash, money order or certified check made payable to the Morris County Park Commission. Once payment in full is received, security deposit will be returned to vendor.

14. This Agreement and addendum shall not be assignable except with written consent of the Commission nor shall the renter sublet any portion of the premises except with written consent of the Commission.
14. In the event the renter or members of renter do not turn up to practice, participate in games or activities, the renter is not relieved of its responsibility to pay the Commission for ice time not used.
15. CANCELLATION OF THE EVENT: By the Renter: No refunds on any type of ice rental, unless the Morris County Park Commission can rebook the ice. The refund would be the new rental fee (hours re-rented) less the 10% administrative fee.

By the MCPC: The MCPC reserves to itself the right to cancel an event, either before it takes place, or during the event taking place. The basis for cancellation of an event before it takes place is limited to weather and ice conditions. Cancellation of an event during the event is limited to conditions which would cause health and safety issues. The right to cancel an event before it takes place or during the event is reserved to the sole discretion of the MCPC. If an event is cancelled by the MCPC, the MCPC shall have no duty, responsibility, or liability to the Renter for any lost profits or expenses incurred by the Renter. The Renter shall have no recourse against the MCPC for any income loss or expenses incurred by the Renter as a result of the cancellation.

By Executive Order of Federal Directive: In the event that a Federal Directive or an Executive Order from the Governor of New Jersey is in effect that causes the MCPC to close the rental facility, the renters non-refundable deposit will be credited to the household for a future rental date. Requests for refunds must be made in writing to the General Manager of the Arena.

15. Any further arrangements or requests must be presented to the arena manager for approval by the Commission.
16. Any further arrangements or requests must be presented to the arena manager for approval by the Park Commission.
17. The terms, conditions, covenants and provisions of this Agreement shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.
18. The renter has agreed to this Agreement and will stand by all items listed on the Agreement and addendum and will follow all rules and regulations of the Commission or this Agreement and addendum will be null and void.

THE MORRIS COUNTY PARK COMMISSION & THE MENNEN SPORTS ARENA ARE NOT RESPONSIBLE FOR ANY LOST AND/OR STOLEN ARTICLES.



Representative
Wm. G. Mennen Sports Arena

Representative
on behalf of Organization