



ADDENDUM I



Flyers Skate Zone Group Contract- Private Ice Rental

Group Name: Black Horse Pike Regional High School (Timber Creel) Phone #: (856) 287-9186
Group Contact: Suzanne Nordone Fax #:
Address:
E-mail: snordone@bhprsd.org

Estimated Number of Guests: 140

FACILITY: FLYERS SKATE ZONE
LOCATION: Voorhees

Event Date: Friday Day: February 9th Times: 10:20AM-12:20PM # Hours Rented: 2

Hourly Rental Rate: \$300 Total Contract Hours: 2

Table with 4 columns: Item, Amount, Price, Cost. Includes Food Order (34 Pizzas/34 Soda Pitcl, Special Rate, \$600.00) and Party Rooms (2.00).

Total Cost of Additional Items \$600.00

Total Due to Flyers Skate Zone \$ 1,200.00

NO OUTSIDE FOOD OR BEVERAGE ALLOWED INSIDE FLYERS SKATE ZONE

I understand that no outside food is permitted to be brought into the facility

Please initial or sign here:

I also understand that any party rooms requested by the group must be arranged before the event. If not, a \$75 fee may be charged to you the day of your event

Please initial or sign here:

Flyers Skate Zone has the right to refuse service for your event if release waivers for all group members are not signed**

Please initial or sign here:

All groups must have signed contract before any event can take place. Any private ice time without a signed contract will not be reserved

All Deposits are Non-Refundable, Checks Made Out to: Flyers Skate Zone*

Payment Schedule as follows:

\$ 125.00 Deposit due by 1/9/18
\$ 1,075.00 Due by 2/9/18

\$ 1,200.00 Total Due

Contract Sent to Customer:

9/5/2017

Customer Signature

Group Sales Signature

**ICE ARENA LICENSE AND
INDEMNIFICATION AGREEMENT (not for USA Hockey)**

This Agreement, dated this 5 day of September, 2017 entered into between:

LICENSOR:

Flyers Skate Zone

Name

601 Laurel Oak Rd

Address

Voorhees Township, NJ 08043

City, State, and Zip Code

LICENSEE:

Timber Creek High School Transition Project

Name

Suzanne Nordone

Address

City, State, and Zip Code

for use of the ARENA known as Flyers Skate Zone for ice skating, including hockey games and practice. This Agreement goes into effect on the 5 day of September 2017 and remains in effect until February 9, 2018.

This Agreement is subject to the following conditions:

1. **LICENSE.** This Agreement authorizes Licensee to use the ice surface, locker rooms, spectator stands, public areas of the Arena, and areas of ingress and egress to such areas. Licensor shall also permit the use of the parking area and other areas normally used by members of the skating public. The license granted pursuant to this Agreement only applies to the time specified in Exhibit 1 attached hereto.
2. **PERSONS COVERED.** Only Licensee's members, prospective members, and invitees are licensed by this Agreement to use the Arena.
3. **LICENSE FEE.** In consideration for the license granted pursuant to this Agreement, Licensee shall pay to licensor a total of \$1200.00 for the time specified in Exhibit 1 and in accordance with the payment schedule set forth therein (the "License Fee"). Licensee owes the full amount of the License fee whether or not the ice time is actually used.
4. **LICENSOR'S DUTIES.** Licensor's duties shall include advance preparation of the ice surface, placing all nets and boards, maintenance and lighting, maintenance of the ice surface from time to time, heating, and cleaning of the locker rooms, all in accordance with Licensor's usual and customary practices.

5. **LICENSEE'S DUTIES.** Licensee's duties shall include inspection of the Arena subject to this Agreement prior to each use (including, but not limited to, the ice surface, glass, boards, spectator stands and locker rooms), notifying Licensor's of any potential problems or defects, and crowd control during the licensed times set forth on Exhibit 1. Moreover, Licensee shall obtain the written release, hold harmless and waiver of claim of every participant (including the written consent of the parent or guardian for minor participants) in a manner and form satisfactory to Licensor.

6. **ASSUMPTION OF RISK.** Licensee, and all its members, is prospective members, invitees of Licensee and other persons that access or use the Arena under or pursuant to this Agreement for any purpose hereby expressly assumes all risks and dangers incidental to such intended use. These risks and dangers include, but are not limited to, the danger of being injured while on the ice surface, pucks, hockey sticks, other players or skaters, skates, training apparatus, nets, boards, or any other element incidental to the use of the Arena by Licensee or its members, prospective members, invitees or any other persons that access or use the Arena under or pursuant to this Agreement for any purpose. This provision shall survive the expiration or earlier termination of this Agreement.

7. **RELEASE.** Licensee hereby waives, releases and discharges Licensor from any losses, damages, costs, expenses, causes of action and claims they may have arising out of the use of the Arena pursuant to this Agreement or otherwise.

8. **INSURANCE.** Licensee shall maintain public liability insurance during the full term of this Agreement. The insurance shall name the Licensor as an additional insured. The insurance shall have limits of not less than \$1 million per occurrence for injury or death and \$25,000 per occurrence for property damage. This insurance shall provide that before any cancellation or a reduction in coverage, the insurance company will give Licensor at least 30 days prior written notice. Before this Agreement goes into effect, Licensee shall deliver to Licensor a Certificate of Insurance satisfactory to Licensor.

9. **INDEMNIFICATION.** Licensee hereby agrees to indemnify, defend and hold harmless Licensor, its partners, stockholders, members, principals, officers, directors, managers, employees, agents, affiliates, residents and invitees from and against any and all loss, damage, liability, claim, cost or expense, including reasonable attorney's fees and other legal expenses, any of such parties suffer or incur as a result of injury or death to persons or damage to property arising out of or relating to any intentional or negligent acts or omissions by Licensee or its members, prospective members or invitees pursuant to or in connection with the exercise of any of its obligations under or pursuant to this Agreement. This provision shall survive the expiration or earlier termination of this Agreement.

10. **PROMOTIONAL ACTIVITY.** Licensee agrees not to conduct any promotional activity with respect to any event to be conducted at the Arena without the prior written consent of the Licensor.

11. **ARBITRATION.** Any disputes regarding this Agreement that cannot be resolved by the parties shall be submitted to binding arbitration in accordance with the rules and procedures of the American Arbitration Association in effect at the time of the submission. Arbitration shall be commenced within one (1) year from the date the claim first arose. Unless otherwise agreed, the arbitration shall be held in the town where the Arena is located, and the decision of the arbitrator shall be final, binding and conclusive upon the parties.

12. **POLICIES/PROCEDURES.** Licensee agrees to comply with Licensor's policy and procedures for the Arena as specified in Exhibit 2, which may be amended from time to time.

13. **ASSIGNMENT.** Licensee may not assign this Agreement or any portion thereof without the prior written consent of Licensor, which consent may be withheld at the Licensor's sole discretion. Any purported assignment without the consent of Licensor shall be null and void.

14. **NOTICE.** All notices shall not be deemed to have been duly given or served unless in writing and personally delivered or mailed in the US mail by first-class registered or certified mail, postage prepaid, or delivered by a nationally recognized courier service addressed to the parties above. Notice is deemed effective if the delivered (or refused) pursuant to this section.

15. **WAIVER.** No waiver by Licensor of any rights or remedies pursuant to this Agreement shall be effective unless in writing and signed by Licensor. The written waiver by Licensor of any breach by Licensee of any term, covenant or condition herein shall not be deemed a waiver of any subsequent breach or any breach of any other term covenant or condition herein by licensee.

16. **BINDING EFFECT.** This Agreement shall be binding upon Licensor, its successors and assigns. It shall be binding upon Licensee, its officers, employees, members, agents, and representatives together with their heirs and assigns.

17. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state where the Arena is located, without reference to the conflict of laws or choice of laws provisions thereof.

18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the parties.

IN WITNESS WHEREOF, the Licensor and Licensee have executed this Agreement.

LICENSOR:



9/5/17

Date

LICENSEE: 

Date