



# OpenIceOnline.com Account Setup Form

Email: [nfield@openiceonline.com](mailto:nfield@openiceonline.com) or fax to: 248.282.1822

Team Name \_\_\_\_\_  
League That Your Teams Plays in \_\_\_\_\_  
Contact Person \_\_\_\_\_ Contact Person email \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Arena Team Skates Out Of \_\_\_\_\_ Zip/Postal Code of Arena \_\_\_\_\_

## Accounts Receivable Information

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State/Province \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Contact Person (if different than above) \_\_\_\_\_

## OpenIceOnline.com Terms and Conditions

1. Parties. This agreement is between OpenIce Online and \_\_\_\_\_ ("Seller").
2. Terms. In exchange for listing Seller's open ice time, OpenIce Online is entitled to 20% upon sale of the available ice time. All payments for time listed on OpenIce Online will be made payable to OpenIce Online with Seller's proceeds remitted from OpenIce Online. Upon the sale of any time listed on OpenIce Online, OpenIce Online becomes entitled to a its commission. An ice time is considered listed on OpenIce Online once a written request to post is submitted to OpenIce Online by Seller. Payments will be made to Seller on the 1st of the month following any sales.
3. Damages for Breach. If Seller breaches the terms and conditions of this agreement, Seller is liable for all commissions for all ice times that are currently listed with OpenIce Online.
4. Liability. OpenIce Online assumes no liability for any errors made by the Seller. If the ice time is double booked by the Seller, OpenIce Online is still entitled to its commission and OpenIce Online is not responsible for any damages incurred by the end user.
5. Indemnification. Seller will defend, indemnify, and hold harmless OpenIce Online and its staff for any third-party claims which may arise out of the renting of the ice time.
6. Governing Law. This agreement is governed by the laws of the State of Michigan without regard for conflicts of laws principles.
7. Personal Jurisdiction. By signing this agreement, Seller hereby expressly consents to personal jurisdiction in the 44th District Court in Royal Oak, Michigan. If the dispute exceeds the jurisdiction of the 44th District Court in Royal Oak, Michigan, Seller hereby consents to personal jurisdiction in the 6th Circuit Court in Pontiac, Michigan.
8. Attorney Fees. By signing this agreement, Seller agrees to pay all attorney fees incurred by OpenIce Online for the enforcement of this agreement.
9. Modification. This agreement may not be modified except by amendment reduced to writing and signed by both OpenIce Online and Seller.
10. Cancellation. Cancellation of this agreement must be done with 30 days notice by the Seller sent to OpenIce Online via First Class Mail, return receipt requested. OpenIce Online will be entitled to any and all commissions for ice times listed by Seller at the time of cancellation. OpenIce Online may cancel this agreement at any time. If the agreement is cancelled by OpenIce Online, all ice times currently listed on OpenIce Online will be returned to Seller and OpenIce online will not be entitled to commissions for any sale after the cancellation.
11. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussion between the parties.
12. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

Authorized Representative \_\_\_\_\_ Name \_\_\_\_\_  
(Signature) (Print)

Team Name \_\_\_\_\_ Phone \_\_\_\_\_ Date \_\_\_\_\_