



OUTDOOR FACILITY USE AGREEMENT - SPORTS FIELDS

The person signing this agreement, as an individual facility user, or on behalf of the organization, user group or team that the facility rental is being made for, (collectively the "Permit Holder"), is responsible for compliance with all Terms of this Agreement. "Permit Holders" are required to read and sign the Outdoor Facility Use Agreement for Sport Fields prior to use. The "Permit Holder" acknowledges and understands that liability insurance coverage pertains ONLY for the use of the sports fields for the sanctioned events. It is the "Permit Holders" responsibility to provide evidence of insurance coverage for non sanctioned events. Organizations, user groups, teams, coaches and players utilizing the dates and times outlined on the permit through the "Permit Holder" will be referred to in this document as the "facility users". The Township of Woolwich and/or The Bloomingdale Recreation Association have the right to cancel any permit temporarily or permanently.

1. "Playing Season" shall be defined as a period from May 1st through to October 15th each year, weather permitting.
2. "Seasonal Use" means the regular or routine facility allocation for the duration of the Playing Season. Seasonal requests must be received in writing (email) by March 15th of each year. Outdoor Facility Use Agreement must be signed and returned with league schedules by April 15th each year.
3. "Occasional Use" is defined as a non-routine, or one time facility allocation, at a given time during the Playing Season. For Occasional Use, renters must sign and return the Outdoor Facility Use Agreement prior to a booking permit being issued.
4. Tournament schedules must be submitted **14 days** prior to the event.
5. Special Occasion Permit events must be approved by the Council of the Township of Woolwich. Written requests must be received 60 days in advance. A copy of the SOP and insurance Certificate (acceptable to the Township) must be submitted 14 days prior to the start of the event.

PAYMENT FEES / DUE DATES

1. General/Occasional Bookings: Fees are payable in full at the time of reservation.
2. Season Bookings / Tournaments: Fees are payable by post dated cheque on the 27th day of each month. The first month must be paid in full, at the time reservation.
3. Cash, cheque will be accepted for payments. Upon signing the Outdoor Facility Use Agreement, the "Permit Holder" is financially responsible for all the dates listed on the permit.
4. Damage deposit of \$200.00 prior to the start of the season may be required. Refunds will be issued at the end of the season pending diamond and equipment status. Refunds take up to 4 weeks to process. Damage in excess of this amount will be recovered from your insurance policy.

INSURANCE

The "Permit Holder" will provide the Bloomingdale Rec Assoc., at the time of entering into this agreement, a Certificate of Liability Insurance (acceptable to the Township), naming The Township of Woolwich and where applicable, the Bloomingdale Recreation Association, as an additional insured and **30 days** cancellation notice. Insurance may be supplied on Townships base certificate form.

The "Permit Holder" will obtain, at its own expense.

1. Public liability Insurance in the sum of not less than Two Million Dollars (\$2,000,000.)
2. Property Damage Insurance in the amount of not less than Two Million Dollars (\$2,000,000.)
3. Liquor Liability Insurance (for SOP Events) in the amount of not less than Five Million Dollars (\$5,000,000.)

Note: Gameday Insurance coverage may be purchased through the Township of Woolwich (not available for inflatable play structures and other excluded activities. See staff for details)

CANCELLATIONS

1. From May 1st (weather permitting) to October 15th groups may be permitted to cancel field time with 7 days written (email) notice.
2. When the "Permit Holder" is not able to utilize the fields due to inclement weather, the "Permit Holder" must notify the Facility Booking Agent before or by the next working day, of the unused field time. Events that are cancelled by the "Permit Holder" due to inclement weather may be rescheduled upon request, depending upon availability of facilities.
3. When the Township/Rec Association does not intend to prepare the fields due to inclement weather, the "Permit Holder" will be notified within 3 hours prior to the booking start time that the fields are unplayable.
4. Tournament cancellations will only be accepted 30 days prior to the event. If notice to cancel, as outlined above, is given, the "Permit Holder" will be refunded any monies paid to the Township for these bookings.

INCLEMENT WEATHER POLICY

The Bloomingdale Rec Assoc. and Facilities Services Operations Staff, or a designee thereof, have the right to cancel any activity or event on a Township recreational facility, at any time, to ensure the safety of the participants and to prevent Township fields from getting abused and destroyed, when the turf is vulnerable. All users of recreational facilities are REQUIRED to cancel an activity or event when potentially hazardous weather / field conditions exist. In addition to the use of common sense, if any one of the following conditions exists, immediate cancellation is mandatory.

1. Downpours, heavy rains, ongoing showers, snow, sleet, hail etc.
2. Standing puddles of water on a field.
3. Footing is unsure and slippery.



4. Ground is waterlogged and slushy or squishy
5. Grass can be pulled out of the ground easily.
6. Lightning: with a minimum of 30 minutes with no reoccurrence before re-entering the field.

The safety and well being of persons participating in athletic programs is of primary concern. Sports related injuries caused by poor playing conditions can lead to career ending injuries and permanent disabilities. Additionally, when games are played on fields with poor condition, it often causes irreversible damage to the fields. Surface damage is obvious and visible, but as of equal concern for maintenance perspective, is the sub-surface damage. It shall be the responsibility of the individual who signed the agreement to ensure that all individuals, teams, or groups using a Township recreational field DO NOT USE and / or vacate the field(s) when said conditions exist, and / or when the Township deems a field closed. Notwithstanding above, the "Permit Holder" is fully liable for all property damage or personal injury in regards to their rental.

Each organization, user group, league shall:

1. Provide a copy of these guidelines to each team/coach within their organization.
2. Provide a copy of these guidelines to any officiating organizations that may control the suspensions of a game or match once play has begun.
3. Post these guidelines on their official website.

Organizations, user groups and leagues that refuse to follow this policy will be subjected to one or more of the following actions:

1. Written warning.
2. Suspension of the team, league or organization from utilizing the fields for one week.
3. Forfeiture of a team, league or organization privileges to either practice or play games on the Township fields for the remainder of the season, or in the future.
4. Having the team, league or organization pay for damages caused by disregard to this policy.

GENERAL TERMS AND CONDITIONS

1. Rental of field time is based on 2 hour blocks.
2. ALCOHOL IS NOT ALLOWED at any outdoor facility that has been issued a permit by the Township, unless authorized by the Council of the Township of Woolwich and under the authority of a Special Occasion Permit issued by the Alcohol and Gaming Commission of Ontario (formerly the LLBO). Any individual / user group found in violation of the Alcohol and Gaming Commission of Ontario, Ontario Criminal Code and / or the Municipal Alcohol Policy, will result in the permit, and all Privileges for the "Permit Holder" and user group for the use of the named facilities, being revoked as per the Municipal Alcohol Policy Section 3 Enforcement Procedures. Failure to comply will result in a facility suspension and potential loss of field privileges for event and future events. The Township of Woolwich has a Zero Tolerance policy.
3. Alcohol functions that have been approved by council, must complete and comply with the Municipal Alcohol Policy Section 3 Enforcement Procedures.
4. Food provision during tournaments: Hosts must apply for a Township of Woolwich License 14 days in advance of the event with proof of Two Million Dollars (\$2,000,000.) liability insurance with products and completed operation acceptable to the Township. A Public Health Special Events Form must be submitted to the Region of Waterloo Public Health Unit 30 days prior to the event and a Hawkers/Peddlers must be obtained through the Township (a fire inspection may be required at the time of application) – Fee \$50/day, \$10/day if the event is charitable/ non- profit.
5. The use of propane BBQ's are permitted under the following conditions of use.
 - a. A 5lb class B or ABC Fire Extinguisher must be within 20 feet.
 - b. The BBQ must be in a well lit area that is barricaded off.
 - c. The BBQ must not be left unattended during use.
 - d. Storage of flammable items on site is not permissible, all products are to be kept out of harm's way.
 - e. No briquettes, charcoal, wood, fire pit or cooking oil are permitted on site.
 - f. Where permit holders are selling food, a bbq permit needs to be obtained from the Township of Woolwich (see 4. above).
6. Open fire burning and the use of any pyro material are strictly prohibited.
7. It is recommended that all facility users wear full CSA approved equipment.
8. The "Permit Holder" is solely responsible for supervising all individuals at the facility/premises during the event. The Township of Woolwich is not responsible for providing this supervision. However, the Township ,Bloomingdale Recreation Association Member, or Game Umpire/Referee, may evict individuals from the facility/premises during the event, if their conduct is not in the best interest of the public, or is deemed to be detrimental in any way i.e.: Aggression, threats, violence, racial slurs, profanity disorderly, etc. The "Permit Holder" will be held responsible for the conduct of all persons associated with the permit use and for any damage which occurs to the facility due to the user group's misconduct, intended acts of damage or negligence; and will be responsible for payment of all/any repairs.
9. The "Permit Holder" shall be responsible for leaving the facility and adjacent grounds, clean and free of litter, at the end of the rental. All refuse and recycling generated by the activity, or is in any way connected with their use of the facility, shall be picked up, bagged and disposed of in the proper provided containers. "Permit Holders" shall also leave all fixtures in good working condition. The Township of Woolwich will provide garbage cans and garbage bags. If not done, the Township may perform this activity and charge back the related costs.
10. No persons under the age of 18 will be allowed to enter into a rental agreement with the Township of Woolwich or Recreation Association.
11. The Township of Woolwich or Bloomingdale Recreation Association will not be responsible for personal injury, damage, loss or theft of personal property, of anyone attending.
12. Towers and light standards on Township property are not to be used to fly any banners, erect a tent or support, or have any form of article attached to them in any manner. Removal costs will be charged back to "Permit Holder"



13. Only balls that are labeled "FLIGHT RESTRICTED" are permitted for play in the Breslau Lower Ball Diamond.
14. In compliance with Slo Pitch National's policy to restrict the use of new technology altered/illegal "loaded" bats, commencing January 1st 2012, only USSSA bats marked with the "NEW" USSSA stamp on the taper of the bat, ASA or ISF approved bat lists will be permitted for use. See <http://slo-pitch.com/content/new-2012-spn-bat-policy>
15. Cars may be parked only in the designated parking areas provided and not on lawns. The Township is not responsible for any damage to vehicles of any kind.
16. All pre-game warm-ups must take place within the fenced ball field designated location. The use of bats outside of the fenced ball field designated location is strictly prohibited. Proper safety practices should be used.
17. Under no circumstances shall the "Permit Holder" sublease or allow any other organization or individual to use the facility for the period for which the "Permit Holder" had been contracted.
18. The "Permit Holder" shall report any personal injuries or property damage occurring at any time during and/or arising out of, or in any way connected with the "Permit Holder" use or occupancy of the facilities and adjoining property to the Township of Woolwich Recreation and Facilities Services Department at customerservice@woolwich.ca, in writing (email) as soon as practical. It is recommended that volunteer services such as St. John's First Aid be used and a Portable AED be available during all events. An incident form should be used to collect this information.

FIELD PREPARATION AND MAINTENANCE

For issues or concerns please contact: **519-741-9671**

1. Ball diamonds are groomed daily. Additional grooming is available for an additional charge.
2. Outfield foul lines are painted on a rotational basis. This schedule is based on weather and on an as needed basis.
3. Facility Users are responsible for lining the infield skinned area.
4. The Township supplies lining chalk. Facility users are to supply liners.
5. Mag bases are provided by Permit Holder. It is the Permit Holder responsibility to install and put away bases at the end of their rental time. Be sure to replace the caps as well.
6. Slo Pitch Groups: please do not remove home plate. Simply place your own wooden strike plate on top so that the home plate does not get broken or lost due to constant removal.
7. Ball diamond outfields and Soccer fields are lined on a rotational basis. This schedule is based on seasonal growing conditions and is also based on weather conditions.
8. Lights, where available, are programmed through a computer system or on a timer and have been set to a predetermined schedule based on facility use. For parks with lights that are turned on manually, please be sure to turn them off at the end of your rental time.
9. It is the responsibility of the facility users to leave the facility and adjacent grounds, clean and free of litter, at the end of the rental. All refuse and recycling generated by the activity, or in any way connected with their use of the facility, shall be picked up and disposed of in the proper provided containers.
10. Facility Users are to inspect the premise prior to event to identify any possible hazards and report to Township.

The "Permit Holder" shall indemnify and save the Township of Woolwich and the Bloomingdale Recreation Association harmless including the Township of Woolwich's elected officials, officers, employees, agents and contractors, volunteers, from and against any loss, cost and expense, including legal fees, incurred by the Township of Woolwich or Bloomingdale Recreation Association because of any demand, action or claim brought against the Township of Woolwich or Bloomingdale Recreation Association as a result of any loss of or damage to property, personal injury or death, or any other losses or damages both direct or indirect, including such other costs and expenses, howsoever and whatsoever incurred, on the Facility by the "Permit Holder" or by anyone for whom in law the "Permit Holder" is responsible, including any losses or damages which have been caused or contributed to by any negligence, negligent misrepresentation, breach of the Occupier's Liability Act or breach of statutory duty on the part of the Township of Woolwich or Bloomingdale Recreation Association or on the part of anyone for whom the Township of Woolwich or Bloomingdale Recreation Association is in law responsible, by the presence of the "Permit Holder" or anyone else upon the Facility, the condition or state of repair of the Facility and the breach of any of the provisions of this Agreement by the Township of Woolwich or Bloomingdale Recreation Association, including, but not limited to, any negligent act or omission of the Township of Woolwich or Bloomingdale Recreation Association, it's or their employees, volunteers, agents, contractors or invitees, which causes or contributes to any such injury, damage or loss.

I, the authorized agent of the organization submitting this agreement have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of uses.

Failure to abide by any or all of the Outdoor Facility Use Agreement Terms and Conditions may result in cancellation of the permit and /or forfeit a contract renewal for the next season.

Permit # _____ Date _____

Permit Holder Name _____ Permit Holder Signature _____

Witness _____ Group Name _____

