



## Township of Woolwich

### OUTDOOR SPORTS FIELD USE AGREEMENT

1. "Playing Season" shall be defined as a period from May 1<sup>st</sup> through October 15<sup>th</sup> each year, weather permitting.
2. **Alcoholic beverages are NOT permitted at any Township of Woolwich facility (both indoor and outdoor) in compliance with the Liquor License Act of Ontario and the Municipal Alcohol Policy.** Any individual and/or user groups found in violation will result in their permit, and all privileges for the use of the named facility, being revoked.
3. **Smoking/Vaping is NOT permitted in any Township of Woolwich facility as per the Smoke-Free Ontario Act (SFOA) 2017.**
4. The permit holder agrees to abide by and enforce the Township's smoke-free and alcohol policies at all Facilities.
5. **Insurance is required for all permits.** The Permit Holder shall provide the Township of Woolwich, upon entering into this agreement, a Certificate of Liability Insurance (acceptable to the Township), naming The Township of Woolwich as an additional insured and 30 days cancellation notice. Insurance may be supplied on the Township's base certificate form. The Permit Holder will obtain, at its own expense:
  - Public liability insurance in the sum of not less than Two Million dollars (\$2,000,000)
  - Property damage insurance in the amount of not less than Two Million dollars (\$2,000,000)
  - Bouncy castles & other inflatables require additional insurance naming The Township of Woolwich as an additional insured at the customer's expense

***NOTE: Gameday Insurance coverage may be purchased through the Township of Woolwich (not available for excluded activities including bodily injury caused by COVID or viral infection). See staff for details.***
6. The Permit Holder is solely responsible for supervising all individuals in the facility/premises during the event. The Permit holder will be held responsible for the conduct of all persons in their group and will be responsible for any damage which occurs to the facility due to misconduct or negligence; and will be responsible for payment of any repairs. **The Township will not be responsible for personal injury, damage or the loss or theft of personal property of anyone attending the facility/outdoor space.**
7. The Permit Holder is responsible for ensuring that all Public Health and municipal guidelines are followed. In addition, any liability associated with these measures or alleged failures to protect attendees/third parties stemming from the rental/booking is not the responsibility of the Township.
8. Open fire burning and the use of any fireworks are strictly prohibited.
9. All rented spaces must be left in the same condition as you found them. The Permit Holder is expected to clean up and leave things the way they were found. The Township provides garbage cans. Report any damage immediately to staff.
10. When the Permit Holder is not able to utilize the parks due to inclement weather (downpours, heavy rain, snow, sleet, hail, lightning, unsafe field conditions, etc.), the Permit Holder must notify the Township before or on the next working day of the unused field rental times; events that are cancelled by the Permit Holder due to inclement weather may be rescheduled upon request depending on availability of facilities.

11. Towers, light standards and pavilions on Township property are not to be used to fly banners, erect or support tents or have any form of article attached to them. Removal costs are charged to the Permit Holder.
12. Cars may be parked only in designated areas and not on lawns. Damage costs are charged to the Permit Holder. The Township is not responsible to any damage to automobiles as a result of any cause whatsoever.
13. Under no circumstance 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.
14. Persons under the age of 18 may not be a permit holder or sign the rental agreement. The transfer of a permit to a third party is not permitted.

#### FIELD PREPARATION AND MAINTENANCE


For issues or concerns please contact: **519-514-7000**

- Ball diamonds are groomed daily. Additional grooming is available for an additional charge.
- Soccer field lines and ball diamond outfield foul lines are painted on a rotational basis. This schedule is based on weather and on an as needed basis.
- Facility Users are responsible for lining the infield skinned area.
- The Township supplies lining chalk. Facility users are to supply liners.
- Bases are not provided and are the responsibility of the permit holder.
- 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.
- 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.
- Facility Users are to inspect the premise prior to event to identify any possible hazards and report to Township.

**Failure to abide by any or all Terms and Conditions in this agreement may result in cancellation of the existing Permit and /or forfeit a Permit renewal for the next season.**

The Permit Holder shall indemnify and save harmless the Township of Woolwich and if any, the Township's elected officials, officers, employees, agents and contractors, and/or volunteers (together with the Township referred to as the "Indemnified Persons") from any and all losses, damages, liabilities (including liabilities for injury to persons, including death, caused or contributed to by the negligence of one or more Indemnified Persons), judgments, claims, demands, causes of action, suits, actions or other proceedings of any kind and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the Indemnified Person or Persons may suffer or incur, howsoever caused, arising out of or in consequence of or directly or indirectly attributable to the presence of, or operations of, the Permit Holder or its invitees to the facility, provided, however, that the Permit Holder shall not be required to indemnify the Indemnified Persons for losses, damages, or liabilities to the extent such losses, damages, or liabilities are caused by or contributed to by the gross negligence of an Indemnified Person or Persons.

By signing below, I, the authorized agent of the organization or permit holder submitting this agreement, have read and understand this agreement and agree to all the afore mentioned rules, regulations, and conditions of uses. **Fees and charges are subject to change. Payments and agreements can be completed at the Woolwich Memorial Centre (24 Snyder Ave. S., Elmira).**

Permit #	Permit Holder Name	Permit Holder Signature	Date
R 13370	KW Masters Slo pitch		5/7/26