

TOWN OF AYLMER
PARKS AND RECREATION

2019 BALL DIAMOND REQUEST FORM

League: _____

Number of Teams: _____

Contact Person: _____

Address _____ Postal Code _____

Phone #: _____ E-Mail: _____

Requirements:

Day of the Week

Diamond
(Steen/Optimist)

Time

<u>Day of the Week</u>	<u>Diamond</u> (Steen/Optimist)	<u>Time</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Season start date: _____

Season finish date: _____

Comments: _____

TOWN OF AYLMER

46 Talbot Street West
Aylmer, Ontario N5H 1J7
Phone: (519) 773-3164
www.aylmer.ca

BALL DIAMOND

INFORMATION AND REGULATIONS

1. All user groups wanting to reserve a time slot must complete and sign an agreement form.
2. All user groups that are scheduled through the Town must sign an agreement form and shall obtain and maintain valid general liability insurance at its own expense, in a form satisfactory to the Town and in an amount of a minimum of two million dollars (\$2,000,000.00) and provide a copy of the certificate of insurance prior to Ball Diamond use. Such insurance shall be written by an insurer licensed to conduct business in Ontario and shall include the 'Town of Aylmer' as additional insured with respect to the Renter's operation and obligation under this agreement. Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this agreement.
3. User fees shall be paid prior to utilizing the diamonds.
4. The Renter(s) shall obey and observe all laws, by-laws and regulations of the Town of Aylmer, the Province of Ontario, and the Government of Canada.
5. The Renter(s) agrees to indemnify and hold harmless the Corporation of the Town of Aylmer from and against any and all loss, claims, actions, damages, liabilities, costs and expenses, including legal fees, in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of any occurrence in, upon or at the leased premises of the Town or the occupancy or use by the Renter. If the Town shall without fault on its part be made a party to any litigation commenced by or against the Renter, then the Renter shall protect, indemnify and hold the Town harmless and shall pay all costs, expenses and legal fees incurred or paid by the Town in connection with such litigation. The Renter shall also pay all costs, expenses and legal fees that may be incurred or paid by the Town in enforcing the terms covenants and conditions of this agreement, unless a court of law shall decide otherwise.
6. All user groups are responsible to do their own lining unless otherwise stated in the signed rental agreement. The Town will supply the materials/equipment required for lining the diamonds.
7. Ball diamonds will be dragged by the Town once a day, Monday to Friday (unless unforeseen circumstances arise) excluding Statutory Holidays.

8. Special maintenance requirements for tournaments must be made with staff well in advance of the scheduled event.
9. Maintenance to all grassed areas will be scheduled on a weekly basis (unless unforeseen circumstances arise).
10. No motor vehicles are allowed in the parks or on the ball diamonds unless permission is granted by the Town prior to the event.
11. Each league will be provided access to the light box for evening play. Lights must be shut off at 11:00 p.m.
12. A \$200.00 registration deposit must be paid by minor organizations prior to diamond use. A refund shall be processed upon submission of the registration breakdown to the Town immediately following the season registration.
13. The Town reserves the right to change any costs, responsibilities or operational procedures relating to this agreement. The Town will notify the applicant in writing as soon as possible of any change.
14. Scheduled Users/Leagues may maintain an equipment box at the diamonds provided they are secure and maintained in a safe manner. The Organization will be responsible for all costs associated with this. The Town is not responsible for any lost/stolen or damaged property.
15. The Town reserves the right to cancel any practice or game when safety of the players is a concern due to diamond conditions.
16. All concerns, safety or otherwise, should be reported to Town staff.
17. Scheduled leagues are to notify the Town when their league is finished for the season.
18. The Town is not responsible for any personal items or equipment that is damaged, missing, lost or stolen.
19. If the event (tournament) includes tents, vendors, preparation and/or selling of food at the facility, the Renter is required to complete a Special Event Agreement Form with the Town.
20. All requests for fee waivers shall be received no later than 30 days prior to the event.
21. No waiver applications will be received or processed after the 30-day period.
22. This By-law and Fee Schedule is subject to amendments without prior notice.
23. Rates will be adjusted annually by the Ontario All Goods CPI (Consumer Price Index) and any booking beyond the current calendar year shall be subject to the adjusted rate.