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The Township of Wilmot has multiple baseball diamonds available for rent in various towns throughout the Township. Fields are utilized to hold practices, games and tournaments for Minor Baseball, and Men's Slo-Pitch leagues. Baseball Diamonds are available for play generally between the months of May – September, dependent on weather and field conditions. For an additional cost, field lighting is available for many of the diamonds, which permits play later into the evening.

To book or inquire about ball diamond availability for your sporting event, please call the Sports Facility Scheduler at 519-634-9225 ext. 9355 or email Christi.Lichti@wilmot.ca

2027 Season User Fees

Rates per hour
Rates subject to HST

"A1" Fields (Doug Fischer Memorial Park)			
Diamond Rental	Monday – Sunday	9:00 a.m. - 9:00 p.m.	\$32.40
Lighting Fee	Monday – Sunday	9:00 p.m. – 11:00 p.m.	\$14.10
"A" Field Rental Rates (Sir Adam Beck Park, Norm Hill Park, Petersburg Park, St. Agatha Ball Diamond)			
Diamond Rental	Monday – Sunday	9:00 a.m. – 9:00 p.m.	\$30.22
Lighting Fee	Monday - Sunday	9:00 p.m. – 11:00 p.m.	\$12.82
"B" Field Rental Rate (Mannheim Ball Diamond)			
Diamond Rental	Monday – Sunday	9:00 a.m. – 9:00 p.m.	\$20.82
"C" Field Rental Rate (Scrub Diamond)			
Diamond Rental	Monday – Sunday	9:00 a.m. – 9:00 p.m.	\$12.31

PAYMENT OPTIONS

- Credit card payments (by phone) can be made with the Facilities Scheduling clerk by calling 519-634-9225 Monday-Friday 8:30am-4:30pm
 - Online https://ca.apm.activecommunities.com/wilmotrecweb/ActiveNet_Login
 - Cash, Debit Card or Credit Card payments in person at Wilmot Recreation Complex Recreation Complex
- ***Please Note: Signed documents must be returned prior to payment being made. Payment is required by May 31st for all league/organization bookings. ***

Terms and Conditions

Ball diamonds are maintained by Municipal staff. Diamonds are dragged and lined prior to the start of the first game. Ball Diamonds are not maintained between games. At the end of play, the renter is responsible to rake home plate and put away bases. The renter is required to remove the plugs, clean out the channels where the pegs for the bases are located, and reinsert the plugs. Please ensure the plugs are below ground level. Diamond times consist of a maximum 2-hour period – the first 1 ¾ hour allotted for play, the remaining 15 minutes to rake home plate.

MAINTENANCE & RESPONSIBILITIES

Should you have any questions or concerns about your responsibilities, please contact the groundskeeper.

Teams playing late games are responsible for pulling the pitching slab out, and turning out the lights, as well, responsible for filling in recessed/rutted areas in the batter's box, the pitching mound and the areas around 1st, 2nd and 3rd base. Access to lining equipment and lights will be the same as in previous years.

Should your team fail to do the appropriate end of game maintenance as determined by the groundskeeper, an additional staffing fee of \$76.29 for maintenance will be added to your permit for each occurrence.

CANCELLATION

Cancellation(s) and all changes must be provided by the renter with a minimum of two (2) business days' notice in advance of the rental date in writing to the Facility Scheduler. In the event written notification is not received by the Township two (2) days' prior to the rental date(s), the Licensee will be charged the full cost of the booking.

Cancellations will be subject to a \$40.00 administration fee per cancellation. Any credit for time cancelled within the cancellation requirements will be held on the account for a maximum of 3 years. Refunds issued within the terms and conditions of this contract will be subject to an Administration Fee, equaling the lower of \$42.00 or 20% of the refund, as outlined in the Township of Wilmot's Fees and Charges By-Law.

WEATHER RELATED CANCELLATIONS: Cancellations due to inclement weather can be made by either Township staff or the renter. Inclement weather conditions can include but are not limited to; thunderstorm, tornado watch, air advisory, heat advisory or any severe/extreme weather advisory. Weather related cancellations determined by the renter/group must be provided to the Township of Wilmot facility scheduler within 48 hours. Notification of weather related cancellations should be provided to the Township by emailing Christi.Lichti@wilmot.ca, alternatively by calling 519-634-9225 x9355. Failure to notify the Township of the cancellation of diamond time will result in the fee remaining on the permit. Ball Diamond closures will be indicated on www.wilmot.ca no later than 4:30pm the day of. Baseball Diamonds are deemed unplayable if the following occurs; visual pools of water on the field, water sponging under foot when walking on the field, there is lightning, the Township of Wilmot Manager of Parks and Facilities/Township designate, Groundskeeper or the Game Official deems the sport field to be unsafe/unsuitable for play. If the mentioned conditions are present upon arrival to the ball diamond, do NOT play. Playing in these conditions could be unsafe, or cause damage to the sport field.

Facility time is reserved and NOT GUARANTEED. The Township of Wilmot retains the right to adjust, cancel, withdraw, or reschedule any and all allocated facility time. This will be in the event of unsuitable playing conditions as a result of rain; tournaments, special events, or playoff games, or in the case of emergency, or unforeseen circumstances. All reasonable efforts will be made to advise affected groups as early as possible. The rental fee for cancelled diamond time shall not be payable. The Township will not be liable for any costs/damages as a result of cancelled diamond time.

The Director of Community Services or designate, at their sole discretion, may deny future permits for reasons including, but not limited to, the failure of the Permit Holder to comply with any Federal, Provincial or Municipal laws, by-laws, policies and regulations, and any other conditions that may be imposed by the Township.

INSURANCE & INDEMNITY

Insurance is required for all rentals. All permit holders must hold proof of \$2 Million Liability Insurance with the "Township of Wilmot" <60 Snyder's Road West Baden, ON N3A 1A1> named as additional insured, including cross-liability endorsement, severability of interest provisions and contractual liability.

The Event Organizer, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the Township of Wilmot, its elected officials, officers, employees, volunteers, agents, contractors, and all respective heirs, administrators, executors, successors and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damage to property and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to proceedings of a criminal, administrative or quasi criminal nature) 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 Event proposed by the Event Organizer, its agents, employees and sub-contractors on the property of the Township of Wilmot, provided such losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the Event Organizer, its agents, employees or sub-contractors.

CONDUCT & USE

The permit holder will be held responsible for the conduct of all persons in their group, and individuals attending the event, including to abide by all Federal, Provincial and Municipal laws, by-laws, policies and regulations, and any other conditions which may be imposed by the Township. Any damage which occurs to the facility or equipment of the Township of Wilmot due to the rental group's misconduct or negligence will be the responsibility of the permit holder, who will be held responsible for the 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 through invitation/use of the permit holder.

The Township of Wilmot is committed to a hate-free environment for all who use Township facilities or property and does not tolerate, ignore or condone harassment or discrimination of any kind. Individuals are obliged to refrain from harassment/hate activity. Violence will not be tolerated and will result in the immediate cancellation of the permit(s). The renter agrees not to hold, sponsor and promote any function deemed to be publicly or morally offensive or that in any way would contravene any Statute, Law or Regulation of the Government of Canada or the Province of Ontario.

There is absolutely no subletting of Township Facilities. Permit Holders who sublet a Township of Wilmot facility risk their permit being cancelled immediately and will jeopardize all future permitted time with the Township of Wilmot.

Persons under the age of 18 are not permitted to be a permit holder or sign this ball diamond rental contract.

Zero Tolerance Alcohol Policy - Any unauthorized use of alcohol on Township property will result in the immediate cancellation of the permit(s). The consumption of alcoholic beverages/drugs or having open containers of alcohol in non-licensed areas is NOT permitted at any Township of Wilmot facility.

Smoking/Vaping is NOT permitted in any Township of Wilmot facility as per the Smoke-Free Ontario Act (SFOA) 2017. The Smoke Free Ontario Act prohibits smoking within 20 metres of playgrounds, play areas, sporting areas, and spectator areas next to sporting areas. All Township indoor facilities and Community Centre grounds are smoke free environments. These restrictions apply to the smoking of tobacco, cannabis (medical and recreational) as well as vaping or electronic cigarettes.

*Outline of Coverage-this information applies only if you have purchased insurance through GAME DAY INSURANCE through the Township of Wilmot.

LIABILITY INSURANCE

Who is Eligible?

Any Renter using The Township of Wilmot facilities. The program is designed principally to provide affordable Liability insurance. Some Restrictions may apply.

Why Liability Insurance?

Your operations or actions are open for possible suit from Third Parties. You may not be liable, but you will need to be defended in court. A liability policy pays for this defense as well as any costs found against you. Legal fees can be very expensive and this can be an affordable way to have them covered. This Policy covers your legal liability for bodily injury to or damage to property of others such as spectators, passers-by, property owners and others resulting from your activity. In addition, your legal liability for injury to participants is covered in most cases (a few sports disciplines may not be eligible).

Who is covered?

All members collectively, this includes Participants, Executives, Managers, Coaches, Trainers, Officials and Volunteers while acting within the scope of their duties on your behalf.

COMMERCIAL GENERAL LIABILITY

This Policy covers your legal liability for bodily injury to or damage to property of others such as spectators, passers-by, property owners and others resulting from your activity. In addition, your legal liability for injury to participants is covered. (*A few sports disciplines may not be eligible see exclusions*). User Groups are only covered while using the Township of Wilmot facilities.

\$2,000,000 per occurrence
All Claims Subject to a \$500 deductible

IMPORTANT NOTICE:

Effective 2020 Game Day insurance specifically excludes against all losses, illness and claims pertaining to communicable diseases including COVID. It is recommended that the permit holder have all attendees sign a waiver holding the permit holder harmless.

Rental Rules & Regulations

- The renter or designate is responsible for inspecting the sport field prior to each use to ensure it is safe for use and take necessary steps to make a safe playing area if found unsuitable (i.e., remove broken glass). If the condition remains unsuitable for safe play and cannot be rectified, the permit holder/group must not play on the sport field and is required to report the field condition to the facility scheduler the next business day.
- Games are not permitted to go into extra time past their rental time, as others could be scheduled after. Renter will be subject to additional fees should the field not be vacated by rental end time and causing the next group to delay.
- Groups are required to clean up all waste (water bottle, food wrappers, etc.) from all player areas (player benches, fields, field goals, spectator bench) at the end of the rental. Failure to leave the facility in the condition it was found could result in staff cleanup fees being charged back to group/renter.
- Sunflower seed shells, orange peels and other organic waste must be collected and taken home for disposal or deposited in the facility waste receptacles.
- Group is responsible for being adequately equipped with their own first aid supplies. Contaminated or potential contaminated items (masks, athletic tape, sweat bands, mouth guards, medical gauze, bandages, adhesive bandages, clothing, etc.) must be collected and take home and not deposited in public garbage cans.
- Renter is responsible for providing own sports equipment.
- Loitering on park groups is prohibited after 11:00 p.m.
- Parents/Coaches are reminded that they are responsible for the proper conduct of their children/players while at the premises.
- Each visitor is responsible for his/her own personal health, medical, dental and accident insurance coverage. Please recognize and accept the risks inherent in the activity.
- Ball diamonds are for organized play only. Vehicles, activities, or equipment are not permitted on ball diamonds. Parking is only permitted in designated areas, and activities on the grounds must be approved by the Township of Wilmot

PURPOSE

The development of this procedure ensures a proactive approach to maintaining infield and turf integrity of the Township of Wilmot's outdoor sports facilities resulting from interfering natural or uncontrollable factors. (e.g., inclement weather). Prompt recognition of the potential for damage resulting from aggressive use under poor field conditions will reduce the need for costly and disruptive short- or long-term field closures needed to accommodate revitalization.

This procedure also recognizes the increased potential for participant injury resulting from play on fields or diamonds impacted by poor field/infield conditions. This procedure provides for early detection of such conditions, and mandates restricted participant use in an effort to prevent injury.

PROTOCOL

Sport field conditions are assessed by Township staff on a daily basis. The decision to delay and/or cancel the use of the sports fields as a result of a previous, current and/or prolonged period of inclement weather will be made no later than 4:00 pm on weekdays. Facility Schedulers will be responsible to notify sports field user groups of the delay and/or cancellation. Notification of delays and/or cancellations made after 4:00 pm, Monday to Friday or on weekends will be provided by Facility Maintenance Staff.

Due to inconsistent usage of sports fields on weekends, decisions to delay and/or cancel usage of a sports field will be made on an as needed basis. Staff will make every effort to notify weekend users of a delay and/or cancellation at least two hours prior to usage.

Cancellation and delay at the discretion of the Township of Wilmot staff

The temporary cancellation, or imposed delay, of any rental program on any Township maintained field and/or diamond as a result of a previous, current and/or prolonged period of inclement weather is at the discretion of **authorized staff of the Township of Wilmot**. Officials residing over the activity (umpires, referees, conveners) must abide by the decision of the staff under any circumstances. In the event of cancellation, Township staff will document accordingly and notify Recreation Schedulers to make any appropriate fee adjustments.

Weather Related Cancellations: Cancellations due to inclement weather can be made by either Township staff or the renter. Inclement weather conditions can include but are not limited to; thunderstorm, tornado watch, air advisory, heat advisory or any severe/extreme weather advisory. Weather related cancellations determined by the renter/group must be provided to the Township of Wilmot facility scheduler within 48 hours. Notification of weather related cancellations should be provided to the Township by emailing Christi.Lichti@wilmot.ca, alternatively by calling 519-634-9225 x355. Failure to notify the Township of the cancellation of diamond time will result in the fee remaining on the permit. Ball Diamond closures will be indicated on www.wilmot.ca no later than 4:30pm the day of.

Considerations for delays and/or cancellations

Programming will be delayed or cancelled when turf and infield surfaces show signs of saturation, including standing water, sponginess and water being drawn to the surface when aggravated, due to prolonged periods of rain prior to, or during a rental. Staff will also consider the forecast for the remainder of the rental period in determining the extent of the cancellation or delay. Delays and cancellations will also be considered when a

temporary and immediate unsolvable physical condition exists in which staff is in the opinion that a risk to players is imminent, or field integrity will be severely jeopardized with use.

Duration of imposed delays

Delays will remain in effect for as long as it takes for inclement weather conditions to cease, and field conditions improve to where Township staff is satisfied that play on that particular field or diamond can commence without risk of participant injury, or the contribution of significant field damage is reduced.

Duration of Cancellations

Where conditions exist, and staff have made their assessment to cancel, unless otherwise indicated, a cancellation will extend for the full allotted time period, or any remaining time of the allocated rental.

Communication of Cancellations, Status of Delays

Township of Wilmot staff will advise the initial league contact person by email of all advance cancellations and delays no later than 4:30 pm Monday to Friday based on current and anticipated field and weather conditions. Notification of delays and/or cancellations made after 4:00 pm, Monday to Friday or on weekends will be provided by Facility Maintenance Staff.

Due to the inconsistency of sports field usage on weekends, notification of cancellations/delays will be made on an as needed basis. Every effort will be made to notify weekend users of a delay and/or cancellation at least two hours prior to usage.

Group responsibilities under cancellation / delay situations

It is the responsibility of the league contact person to ensure that all officials and coaches receive timely notification of the cancellation/delay. The Township of Wilmot will not accept failure to communicate as an excuse for non-compliance by coaches and officials, nor will it be held responsible for any inconveniences created by communicated cancellations and/or delays.

The league representative or designate will be responsible for communicating the terms of this procedure to all staff, including coaches, and officials in a timely manner.

Compliance of cancellation / delay orders

It is expected that all patrons, players and officials occupying a specific field for a rental respect the decisions of Township of Wilmot staff and refrain from use of the facility for the period of the cancellation.

On review of reported instances of user groups failing to comply to a cancellation or delay order, the Township of Wilmot reserves the right to cancel the rental agreement in its entirety without refund.

Users will not be charged for the duration of the cancellation or delay if such are respected as deemed by staff.

PLEASE NOTE:

Fillable Incident reports can be found online on the Township of Wilmot website www.wilmot.ca/. Reports submitted online will automatically be forwarded to the appropriate person.

Section 1: DETAILS OF INCIDENT		
Name of the permit Holder:		Permit number:
Date:	Time:	# of participants:
Name of Person filling out Report:		Phone number:
Name of Facility Rented:	Description of Incident Location (ex: Front Right sided of stage)	
Check the appropriate box to the describe incident:		
☐ Injury (Please fill-out section 2)	☐ Incident - ex. fight, stole property, etc. (Please fill-out section 3)	☐ Property Damage (Please fill-out section 4)
☐ Called 9-1-1		☐ Called the police Police incident number:
Describe how the incident occurred (Do not write what you think happened, only what you know happened) add a separate sheet of paper if necessary and sign the bottom of the separate sheet of paper.		
Section 2: DETAILS OF INJURED PERSON (when done section 2 skip to section 5)		
First Name:	Last Name:	Birthdate:
Address:		Phone number:
Describe the injury as detailed as possible (signs and symptoms):		
Describe the First Aid Treatment Provided:		

Section 3: INCIDENT REPORT

(when done section 3 skip to section 5)

Describe the incident (try to be detailed in the order of events are you remember them):

Witness information: (Fill-out more than one if here are more than one witness)

Full Name:

Phone number:

Witness Statement: (Witness Describe the incident)

Section 4: PROPERTY DAMAGE

section 4 fill out section 5)

Check the appropriate box:

☐ Property belongs to the
Township of Wilmot

☐ Property belongs to the
facility renter

☐ Property belongs to a guest

Check the appropriate box:

☐ Property was damaged on arrival

Property was damaged during rental

Name of damaged item:

Describe the Damages:

Section 5: Other Information	
<i>Remember to call the on-call number and report your incident. 519-465-0876</i>	
Name of Township staff you contacting to report the Incident:	Time:
Signature:	Date:
Section 6: FOLLOW-UP FOR TOWNSHIP STAFF ONLY	
Date of Call:	Time of Call:
Who did you speak to:	
Outcome of the call:	
Staff Review Signature:	
Managers Signature:	