

SPECIFIC TERMS AND CONDITIONS FOR SPORTSFIELD & BALL DIAMOND USE

CONTRACT HOLDER: PLEASE READ ALL OF THESE PROVISIONS

Access

1. Contract holders must have a copy of the rental contract available at all times.
2. The City reserves the right to close City of Ottawa and School Board owned/operated fields without notice due to emergencies and unforeseen circumstances such as, but not limited to, inclement weather and urgent repairs. In such cases, the City will make every effort to provide the contract holder with 24 hours notice of the closure, however, such notice may not be possible in all circumstances. Affected contract holders will be informed of the closure through various mediums, including the City of Ottawa website, a rainout/closure phone-line (580-2595) and public service announcements.
3. Access to City owned/operated fields and diamonds is not permitted prior to May 1st for baseball diamonds, and May 15th for sportsfields and softball diamonds. Access to the Terry Fox facility is not permitted prior to the second week in June.
4. The City shall not be held liable for losses or any other damages that may be suffered by contract holders, their members or participants, resulting from the failure to supply game/practice time due to unforeseen circumstances such as, but not limited to, inclement weather, urgent repairs or maintenance to the fields and ball diamonds.
5. Contract holders must vacate the premises and return them to their original condition at the end of the rental period.
6. If applicable, all lights on playing fields and diamonds must be turned off by 11:00 p.m. at the latest.
7. If applicable, dressing rooms must be vacated within 25 minutes of the end of the rental period specified in the rental contract.
8. The consumption, sale or distribution of alcoholic beverages is prohibited at City of Ottawa premises, unless authorized by the City of Ottawa, and unless the appropriate permits have been obtained.
9. The City reserves the right to designate City staff to attend any function to ensure that all regulations are being observed and respected.

Cancellations/Changes to Contract

- 10 The City shall have the right to cancel the rental contract immediately without notice if the contract holder, or any person(s) using the facility with the consent of the contract holder, fails to use low-flight balls or is found to be using any high performance bat (for example: titanium, double walled or water filled) as noted on the contract for specific sites.
11. The contract holder agrees that sportsfield/ball diamond user time is not to be exchanged between organizations without prior authorization from the City's Allocation Staff.
12. Changes to contracts can only be considered subject to availability of hours.

Safety/Insurance

13. All contract holders using City of Ottawa premises should be equipped with proper First Aid supplies and have a person certified in First Aid on-site at all times.
14. The City of Ottawa recommends that all necessary protective equipment be worn for the appropriate sports.
15. Refer to Clause #27 of the Ottawa Rental Contract General Terms and Conditions for insurance requirements.

For the information of contract holders, the City of Ottawa also administers an affordable third party liability insurance program that you can purchase directly from your city/community partner representative.)

Risk Management/Incident Reporting

16. As a proactive risk management practice, contract holders are encouraged to ask their participants to complete the Consent, Assumption of Risk & Indemnity Form, attached as Annex A. Completed Consent, Assumption of Risk & Indemnity Forms should be maintained for two (2) additional years after the game program has ended.
17. Contract holders are required to immediately report injury and property damage incidents to the designated facility/park rental representative within 24 hours. Contract holders are required to adhere to the procedures identified in the Quick Guide Claim and Incident Reporting "Do's and Don'ts Hints", attached as Annex 'B'.
18. Contract holders are responsible for line painting on the field and are encouraged to ensure the contracted firm providing the line painting service maintains and provides evidence to the contract holder of their Commercial General Liability insurance coverage to a minimum limit of \$1,000,000 per occurrence for bodily injury, death and damage to property, endorsed to add the contract holder and the City of Ottawa as additional insureds. The City reserves the right to request a copy of such evidence of insurance coverage.

User Maintenance

19. Contract holders are responsible for infield maintenance after each game and practice (mound and home plate).
20. It is the responsibility of the contract holder to ensure all garbage is disposed of in accordance with recycling practices and the direction of the Facility Manager.
- 21 It is also the responsibility of the contract holder to ensure sportsfield and ball diamond lights are shutdown at the end of each booking. Failure to comply will result in the levy of additional lighting charges to the permit.

Parking Restrictions

- 22 Parking is not permitted on City of Ottawa parks, diamonds or fields. Parking at School Board facilities is restricted to designated areas only. Disregard for parking restrictions can result in cancellation of the rental contract(s).

Rainout or Inclement Weather

23. If the City decides to close fields and diamonds during heavy rainfall or inclement weather, the contract holder agrees not to play on the affected fields and diamonds.
24. Rain dates must be booked and paid for in advance.
25. Additional charges for damages could be levied on groups who disregard City closure notices and continue to use fields, as indicated in Clause 9 of the Ottawa Rental Contract General Terms and Conditions.

Damage to Sportsfields & Ball Diamonds

26. The contract holder agrees not to play on damaged or closed sportsfields or ball diamonds.
27. The contract holder agrees not to knowingly cause damage to sportsfields or ball diamonds. Refer to Clause 23 in the Ottawa Rental Contract General Terms and Conditions.
28. If damage occurs to the premises as a result of the rental contract, the contract holder may be held accountable for all repair costs and may also have booking privileges revoked. Refer to Clause 25 in the Specific Terms and Conditions.
29. Cases of extended shutdown will affect league play for the season and may cause the cancellation of future games. This will have an impact on the City's Allocation Staff's ability to provide an alternative location for rescheduling of play. The City will make every effort to best accommodate contract holders, but cannot guarantee the rescheduling of play.

Equipment Installation

30. Installation of equipment and conduct of activities including but not limited to tents, motorized vehicles, portable toilets are not permitted unless prior authorization is received from the City of Ottawa.

Use of Barbecues

31. The use of gas barbecues is permitted provided they are installed a minimum of a five meters distance from any building structure. Charcoal barbecues are permitted at designated sites only. Please contact your facility/park rental representative for additional information.

Communication

32. The contract holder shall be responsible for making its members, users and participants aware of these terms and conditions and for making a copy of these terms and conditions available for inspection by its members, users and participants, if requested.

Non-compliance with the terms and conditions of this contract could result in the immediate suspension of the contract(s) or a written warning. A second incidence of non-compliance will result in the cancellation of the contract.

Note: These terms and conditions are reviewed annually.