

Township of Cramahe

Diamond Rental Agreement



Please complete and return this agreement to:

Parks, Recreation, and Facilities Manager, Chris Curwin

Keeler Centre

80 Division Street, Colborne, ON, K0K 1S0

Phone: 905-355-2846 Email: ccurwin@cramahe.ca

Name of Group or Organization	
Contact Person	Name/Purpose of Event
Address of Applicant	
Phone Number	Email Address
Not for Profit #	#
Date of Event (If multiple dates, attach schedule)	Time of Event (start & finish)
	Start: Finish:
Hours Requested	
Check Applicable Fees (All fees are subject to HST)	Diamonds Requested
<ul style="list-style-type: none"> <input type="radio"/> Games: \$26.55 per game <input type="radio"/> Lights: \$13.27 per game <input type="radio"/> Infield Lining: \$17.70 per game <input type="radio"/> Tournament Rate: \$119.47 per diamond, per day 	<ul style="list-style-type: none"> <input type="radio"/> Diamond "A" Rotary Park <input type="radio"/> Diamond "B" Rotary Park <input type="radio"/> Diamond "C" Victoria Street <p style="margin-left: 20px;">Ball Season (must attach season schedule)</p>
Total Price:	
Type of Function:	
Anticipated Attendance:	
I have read and agree to the above pricing.	
Renter Signature:	Date:
Township of Cramahe Staff Signature:	Date:

Terms & Conditions

Payment

1. Payment must be made prior to your rental.
2. Payment can be made at the Cramahe Municipal Office (Address: Township of Cramahe, 1 Toronto Street, P.O. Box 357, Colborne, ON K0K 1S0) via debit, cheque, or cash. Or, at the Keeler Centre via cheque or cash. **Please bring a copy of this agreement when making payment.**
3. All cheques are to be made out to The Corporation of the Township of Cramahe.

Baseball Field Start Date:

Township of Cramahe baseball fields open the day after Victoria Day Holiday of each year. (Weather permitting).

Any use prior to this date without proper authorization will be subjected to cancellation of your organization's seasonal contract for that season.

Booking Guidelines:

Seasonal Contracts:

A seasonal contract is defined as any organization which has an active Executive consisting of a President, Secretary and Board Members, which strive to provide organized recreation for youth, and would like to book weekly regular hours for the entire season length.

The Corporation of the Township of Cramahe (herein called the Corporation) will make facilities listed in the contract available to the "Applicant" on the dates provided by the Applicants attached Schedule A and at the costs set out herein. All league arrangements are to be made in conjunction with the Community Services Department no later than May 5th of each year.

Casual Bookings:

A casual booking is based on availability of fields after the seasonal bookings have been completed. For casual bookings please call 905-355-2846.

Tournaments:

All tournament bookings are to be made in writing (complete a Township of Cramahe Diamond Rental Agreement) to Manager of Parks, Recreation, and Facilities.

Schedules:

It will be the responsibility of the organization to provide schedules for each of the fields that they are allocated so that appropriate maintenance and lining may be performed. If no schedules are provided, the Corporation may discontinue maintenance of the fields.

Grooming and Lining of Fields:

During tournaments lining and grooming of fields is done once prior to the first game at no charge. Any additional lining or grooming will be an additional charge at the applicable rate.

Lining and grooming of fields will only be done to fields that are scheduled to have games, which are outlined in this agreement.

Lining and grooming will be performed to the best of municipal staff's ability allowing for weather conditions and demands.

Baseball Fields Rain Out Procedures:

Whenever inclement weather occurs, the user groups must evaluate the field conditions using the following criteria. If the criteria are not met, then the fields are not to be used as it is considered unplayable.

1. The presence of standing water/puddles
2. Water sponges up around your feet when you walk on the field.
3. If the games begin and the conditions deteriorate due to rainfall so that the field is being damaged, the game should be stopped.

When teams arrive at the baseball field and these conditions exist, you are asked **not** to play on the field. Footing conditions may be unsafe and extensive damage may be caused to the field. The permit holder will be responsible for all damages to the field.

The Parks, Recreation, and Facilities department will make a rain out decision by 3:00pm on the day of the scheduled game(s). Staff will call/email the user group on these fields to notify them of the rain out.

A Baseball Field Is Rained Out When:

Whenever inclement weather (i.e., rain out) occurs. The Manager or Foreperson of Parks, Recreation, and Facilities will visit these sites to assess the turf/field conditions for playability using the following criteria.

1. The presence of standing water.
2. Current weather
3. Immediate weather forecast
4. Current field conditions (footing), is the facility safe to play on?
5. The number of field cancellations there has been recently.
6. Are there any games/tournaments that cannot be postponed?

The Parks, Recreation, and Facilities staff will make reasonable efforts to make the facilities playable, but will have to decide by 3:00pm, Monday through Friday to notify the organization. On weekends (tournaments) the decision will be made as quickly as possible to notify the organization.

Cancellation

1. This rental agreement may be terminated by the Township of Cramahe at any time in its sole discretion; and the facility and the Township of Cramahe will not be responsible for any loss or damage of any kind. The only entitlement of the renter being a refund of the proportionate part of any fees paid. In the event the said facility, or any part thereof, shall be damaged or destroyed by fire, explosion,

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lighting or tempest so as to render the same unfit for the purpose of the renter, or the Township of Cramahe, at any time require the use of the facility for some other purpose, including but not limited to, repair, renovations or reconstruction work or in case the facility or the Township of Cramahe deem that it is in the public interest, in the interest of safety or order, or in the interest of the preservation of the facility to do so.

2. Force Majeure – means any act, event or circumstances or any combination of acts, events, or circumstances which...prevents, hinders or delays the affected party in its performance of all (or part) of its obligations under this contract...without limiting the generality of the foregoing...an Act of God, including drought, fire, flood, lightning strike, or other natural disaster...any act, event or circumstance of a nature analogous to any of the foregoing.

Decorating

1. All Exits must be free from obstructions.
2. NO confetti or similar material of any sort is to be used on the grounds.
3. Only Painters tape may be used to post signs on any walls. No nails, tacks or other articles are permitted. Renter must supply.
4. Decorations that are required to be hung from any height over 6 feet must be approved by management. All hanging decorations must be removed after the event.
5. Any decoration that uses a flame is not permitted on the grounds.
6. NO offensive decorations permitted on the premises.
7. Any unorthodox decorations must be approved by management.

Liquor

1. No Alcohol other than that sold by the Township of Cramahe is permitted on the Townships property.

Smoking

The Corporation of The Township of Cramahe By-Law #2014-06 prohibits smoking and the use of all tobacco products within Municipal Playgrounds or nine (9) meters of any entrance ways surrounding Municipal Buildings. In accordance with the Smoke Free Ontario Act, all smoking is prohibited within any municipal building or enclosed public places.

Insurance

Prior to using the facility, the Licensee must deliver to the Municipality proof of liability insurance in an amount of not less than 2 million dollars, naming the Municipality as an additional insured **or, where the Licensee chooses not to obtain the liability insurance, the Licensee hereby acknowledges its voluntary assumption of risk and agrees to indemnify the Municipality.**

Licensee will deliver proof of liability insurance to the Municipality Yes / No

Licensee chooses not to obtain liability insurance Yes / No

Other

1. The Corporation of the Township of Cramahe will not be responsible for personal injury, damaged, loss or theft of personal property or equipment of the renter or anyone attending the event.
2. The renter is responsible for any loss or damage incurred to the premises by their helpers, hired staff, other service providers and their guests.
3. The renter is responsible for the conduct of their helpers, hired staff, other services providers, and guests, on and off the premises during and following the event and proper handling of all equipment and furnishings owned by the Township of Cramahe.
4. The rental agreement is not accepted until it is read, signed and the deposit is made.
5. To use the premises only for the purpose and at the time agreed upon.
6. The Township of Cramahe shall remain, always during the terms of this agreement, under the control of the Township of Cramahe Staff.
7. The facility shall have the right at any time to eject or refuse admittance to the grounds, any person who is likely to, create a disturbance or behave in an objectionable or improper manner.
8. The rights granted to the renter may not be assigned or sublet in any way.
9. The renter abides by and conform to all by-laws and regulations of the Township of Cramahe.
10. The renter shall preserve and maintain good order, discipline, and safety in the facility.
11. Should the renter fail to pay any monies required to be paid pursuant to this agreement, at the time such monies are required to be paid, or if the renter shall fail to perform or observe any terms or conditions of this agreement, the Township may declare this agreement terminated forthwith and there upon all rights of the renter in respect thereof shall be terminated without entitlement to claim any damages, reimbursements, compensation or remuneration whatsoever.
12. The renter shall indemnify the Township of Cramahe and/or the facility from all claims, damages, loss, costs and charges occasioned to have suffered by or imposed upon the Township and/or the facility, either directly or indirectly, in respect of any matter arising out of the use of the premises by the user or out of any operation, event, activity or other things connected therewith, or out of the improper use of the premises or the breach of this agreement with respect thereto and waives and releases the Township of Cramahe from any claim or the user in respect of any such matter.
13. During the use and occupation of the premises the renter will indemnify and save harmless the Township of Cramahe from and against any and all liability whatsoever resulting from injury or damage to any person, persons, or property by reason of or as a result of the use

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of The Keeler Centre/Rotary Hall directly or indirectly as herein set forth, or by reason of or as a result of the acts of it or its servants, agents, employees or workmen.

- 14. The renter, by executing this agreement, acknowledges having read and understands this agreement, including the conditions which form part hereof and agrees to abide by all the terms and conditions.

Declaration

I, the undersigned, do hereby release and agree to indemnify and save harmless THE CORPORATION OF THE TOWNSHIP OF CRAMAHE and their respective officers, employees or agents from all claims for loss, injury or damage, to persons and property while participating in or travelling to and from the above facility which I or any person claiming through me or on my behalf, may at any time have arising out of or connected with the operation of said facility.

I have read this agreement and hereby covenant and agree to all the terms and conditions set out and, in particular, hereby covenant and agree that I am personally responsible and obligated to pay all charges due to the Township of Cramahe. I further acknowledge and agree that any breach of any or the conditions or terms may result in the termination of my rights to use the premises at the discretion of the Township of Cramahe.

I, the undersigned, have reviewed the terms and conditions for facility use and hereby agree to comply with each and every item.

Renter Signature:	Date:
Township of Cramahe Staff Signature:	Date:

Reviewed by,

Parks, Recreation, and Facilities Manager – Chris Curwin
