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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](mailto:Christi.Lichti@wilmot.ca)

## 2024 Season User Fees

Rates per hour  
Rates subject to HST

<b>"A1" Fields</b> (Doug Fischer Memorial Park)			
Diamond Rental	Monday – Sunday	9:00 a.m. - 9:00 p.m.	\$30.43
Lighting Fee	Monday – Sunday	9:00 p.m. – 11:00 p.m.	\$13.24
<b>"A" Field Rental Rates</b> (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.	\$28.38
Lighting Fee	Monday - Sunday	9:00 p.m. – 11:00 p.m.	\$12.04
<b>"B" Field Rental Rate</b> (Mannheim Ball Diamond)			
Diamond Rental	Monday – Sunday	9:00 a.m. – 9:00 p.m.	\$19.55
<b>"C" Field Rental Rate</b> (Scrub Diamond)			
Diamond Rental	Monday – Sunday	9:00 a.m. – 9:00 p.m.	\$11.56

### 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](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. \*\*\*

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, a \$35.00 maintenance fee 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. Any further cancellations will not be permitted. 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 \$40.00 or 20% of the refund, as outlined in the Township of Wilmot's Fees and Charges By-Law.

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.

**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](mailto: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](http://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

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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.

### **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 any damage which occurs to the facility or equipment of the Township of Wilmot due to the rental group's 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 through invitation/use of the permit holder.

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

The contract is not transferable, and the renter is not permitted to sublet diamond time designated under this agreement.

The consumption of alcoholic beverages is NOT permitted in any Township of Wilmot parks, in compliance with the Liquor License Act of Ontario and the Municipal Alcohol Policy. Any individual and or user groups found in violation may result in their permit, and all privileges for the use of the named facility, being revoked.

Municipal property is a smoke-free. Smoking/Vaping of tobacco or cannabis is NOT permitted in any Township of Wilmot owned park, recreational area, sporting areas, or spectator areas adjacent to a sporting area, as per the Smoke-Free Ontario Act (SFOA) 2017.

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\*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

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- 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](mailto: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](http://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



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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/](http://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)	
<b>Check the appropriate box to the describe incident:</b>		
<input type="checkbox"/> <b>Injury</b> (Please fill-out section 2)	<input type="checkbox"/> <b>Incident</b> - ex. fight, stole property, etc. (Please fill-out section 3)	<input type="checkbox"/> <b>Property Damage</b> (Please fill-out section 4)
<input type="checkbox"/> <b>Called 9-1-1</b>	<input type="checkbox"/> <b>Called the police</b> Police incident number:	
<b>Describe how the incident occurred</b> (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:
<b>Describe the injury as detailed as possible</b> (signs and symptoms):		
<b>Describe the First Aid Treatment Provided:</b>		

<b>Section 3: INCIDENT REPORT</b> <i>(when done section 3 skip to section 5)</i>	
Describe the incident (try to be detailed in the order of events are you remember them):	
<b>Witness information:</b> (Fill-out more than one if here are more than one witness)	
Full Name:	Phone number:
<b>Witness Statement:</b> (Witness Describe the incident)	

<b>Section 4: PROPERTY DAMAGE</b> <i>section 4 fill out section 5)</i>	
<b>Check the appropriate box:</b>	
<input type="checkbox"/> Property belongs to the Township of Wilmot	<input type="checkbox"/> Property belongs to the facility renter
<input type="checkbox"/> Property belongs to a guest	
<b>Check the appropriate box:</b>	
<input type="checkbox"/> Property was damaged on arrival	<input type="checkbox"/> Property was damaged during rental
Name of damaged item:	
Describe the Damages:	

<b>Section 5: Other Information</b>	
<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:
<b>Section 6: FOLLOW-UP FOR TOWNSHIP STAFF ONLY</b>	
Date of Call:	Time of Call:
Who did you speak to:	
Outcome of the call:	
Staff Review Signature:	
Managers Signature:	