

TOWNSHIP OF TAY  
BALL DIAMOND CONTRACT

**DATE OF RENTAL:** \_\_\_\_\_

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF TAY**  
("TAY")

-and-

\_\_\_\_\_  
(print name)  
("THE USER")

**IT IS AGREED AS FOLLOWS:**

1. The User shall have the exclusive use of the building, ball diamond, rink, park, known as:

**PARK:** \_\_\_\_\_ **HOURS:** \_\_\_\_\_

2. The total rental shall be as calculated on the Facility Rental Fee Schedule.
3. The User shall pay in advance a security deposit in the amount of \$100.00. Such security deposit shall be returned to the User by the Friday next following the expiry of the rental period referred to above provided that this Contract has been adhered to by the User. The User shall repair and/or pay for all damages caused to the facility, including grounds, equipment or other property belonging to Tay and caused either by the User or its guests or any other person occupying the facility during the rental period referred to in this Contract. The deposit referred to above shall be considered to be a deposit only, and the User shall be responsible for any of such costs referred to above over and above such amount.
4. The rental fees referred to above may be refundable to the User only if written notice of cancellation is received more than 30 days prior to the date for which the facility has been rented. Otherwise, the rental fee shall be completely non-refundable.
5. In the event that the User is not a corporate body, the person or persons signing this Contract on behalf of the User shall be jointly and severally liable for the obligations of the User contained herein. In the event that the User is a corporate body, the person or persons signing this Contract on behalf such corporation jointly and severally warrant that they have the authority to bind the corporation.

6. Tay shall supply washrooms, garbage cans, bases, lime, rakes, shovels, picnic tables and snow fence (to a maximum of 500') to the facility. Tay shall be required to prepare the ball diamond for tournaments only when the Weekend Tournament fee has been paid. Preparation consists of placement of bases, lining of baselines and dragging of the infield (one time only). Maintenance due to inclement weather shall be the responsibility of the User.
7. The User shall be responsible for the following:
  - (a) Providing a sound system, tables, chairs, or any other items otherwise required by it for its event,
  - (b) Preparation of the ball field where no specific fee has been paid as noted above, and
  - (c) Removal of liquor bottles, beer bottles and cans, garbage and debris from the facility. Such material may either be removed from the site by the User or placed in garbage cans or dumpsters if same are available at the site. If garbage cans or dumpster at the site are not of sufficient capacity to hold all of such debris than it shall be removed by the User.
8. The User shall be responsible for complying with all regulations or conditions imposed by the Liquor License Board of Ontario, the Township of Tay Alcohol Risk Management Policies, the Simcoe County District Health Unit or any other municipal, County, Provincial or Federal authority.
9. No food or beverages shall be sold at the facility without the express written approval of Tay.
10. All music or any other sounds broadcast by any form of speaker or loudspeaker shall cease by 11:00 p.m. and, in no event, shall music or other sounds so broadcast be so loud as to cause unreasonable interference with nearby residences.
11. The User shall abide by all rules or regulations normally posted at the facility from time to time.
12. The User, on behalf of him/her/itself, releases Tay from any claim he/she/it might have against Tay with respect to use of the facility described in this Contract by the User or his/her/its guests. The User specifically acknowledges that guests or invitees who park their cars where they might be hit by baseballs do so at their own risk. Tay shall not be responsible for damage to any motor vehicles caused by baseballs. The User agrees to indemnify Tay and save it harmless from any claims made against it with respect to damages or injury suffered by anyone at the facility referred to in this Contract during the rental period referred to in this Contract.

**13. Park – Facilities**

The Ball Diamond parks owned and operated by the Township of Tay include:

**Talbot Park, Waverley Park, Sunset Park, Oakwood Park  
and Bridgeview Park (Diamond 'A' and Diamond 'B')**

The facilities available at these parks may be inspected at any time. The standard form Rental Contract used by the Township will refer to one or more of these parks by name. The Rental Contract will include all of the facilities normally available to users of these parks from time to time.

#### **14. Applications**

Applications for rental of Township facilities shall be made in writing in advance. The Applicant should state clearly:

- (a) the name of the Applicant or organization;
- (b) the address and telephone number of a contact person representing the Applicant;
- (c) the nature of the event;
- (d) the time and date of the event;
- (e) the number of people expected to participate in the event, and
- (f) whether the Applicant intends to apply for a Special Occasion permit or other form of licence from the L.L.B.O.

#### **15. Fees and Charges**

Fees and charges relating to ball diamond rentals, including practice games, league games, play-off games, tournaments, business or corporate recreational use, organized social use, etc., include:

##### **WEEKLY RATES:**

Ball Diamond (No Lights – Maximum 1.5 hours) \$20.00 (Plus G.S.T.)  
Ball Diamond (Lights – Maximum 1.5 hours) \$25.00 (Plus G.S.T.)

No lining of the fields will be conducted by the Township for weekly rentals.

##### **TOURNAMENT OR SPECIAL EVENTS:**

###### ***One Day Rate – Ball Diamond***

(1 <sup>st</sup> ) Ball Diamond	\$125.00 (Plus G.S.T.)
(2 <sup>nd</sup> ) Ball Diamond	\$100.00 (Plus G.S.T.)
Event with liquor permit	\$100.00 (Plus G.S.T.)

###### ***Weekend Rate – Ball Diamond***

(1 <sup>st</sup> ) Ball Diamond	\$200.00 (Plus G.S.T.)
(2 <sup>nd</sup> ) Ball Diamond	\$100.00 (Plus G.S.T.)
Event with liquor permit	\$150.00 (Plus G.S.T.)

Tournament or Special Events include the Township dragging and lining the diamond prior to the event. (Once only).

## **16. Special Occasion Permits**

- (a) The User is required to obtain whatever special occasion permits or other similar approvals from the L.L.B.O., which they may require if consumption of alcohol is taking place on property owned by the Township of Tay.
- (b) The User should be aware that only liquor, wine or beer purchased under the authority of a Special Occasion Permit may be sold or served on the premises described in the Permit. Alcohol may be consumed only in a defined, properly fenced area specified in the Special Occasion Permit granted by the L.L.B.O.
- (c) If an organization is sponsoring beer gardens in conjunction with a tournament, a liquor license shall be obtained by the User and a copy of the license shall be filed with Township prior to the event. (The User shall comply with all regulations or conditions imposed by the Liquor License Board of Ontario, the Township of Tay's Municipal Alcohol Risk Management Policy, the Simcoe County District Health Unit, or any other Municipal, County, Provincial or Federal Authorities and is responsible for enforcing the provisions of all statutes and regulations).
- (d) The User is responsible for controlling the number of people in attendance in the facility in accordance with stated room capacities and the Special Occasion Permit issued by the L.L.B.O.
- (e) The User is normally required to vacate the licensed area within 30 minutes after the time limit of the Special Occasion Permit.
- (f) The User shall ensure all aspects of the Municipal Alcohol Risk Management Policy are carried out. Although bartenders appointed for outdoor events do not have to come from the Township's list of qualified bartenders they must have completed the Smart Serve Program and be qualified and aware of their responsibilities and legal liabilities.
- (g) No person under the age of 19 years shall be admitted to an event held under the authority of a Special Occasion Permit unless the Applicant has specified in the Permit and the application that the Applicant intends to admit persons under the age of 19 years.

## **17. Insurance**

Users are advised to arrange their own liability insurance coverage for the Scheduled event as per the rules outlined in the Municipal Alcohol Risk Management Policy. The user hereby agrees to indemnify and save harmless the Corporation of the Township of Tay from any and all damages, claims or causes of action of any nature or kind whatsoever that may arise out of the use of the facility by the applicant or any of the persons attending the event for which the premises are booked. The User agrees to abide by the rules and regulations as set out in the Municipal Alcohol Risk Management Policy.

**18. Keys**

Keys as required are available at the Tay Township office, 450 Park Street, Victoria Harbour, on the weekday before the event. Keys must be returned on the weekday next following the event.

**THE CORPORATION OF THE TOWNSHIP OF TAY**

DATE: \_\_\_\_\_

PER: \_\_\_\_\_  
(Signature of User)

\_\_\_\_\_  
(Print Name of User)

DATE: \_\_\_\_\_

PER: \_\_\_\_\_  
(Signature of Township Representative)

\_\_\_\_\_  
(Print Name)