

# TOWN OF DIAMOND VALLEY

## Schedule A: Ball Diamond & Sports Fields Booking User Agreement Terms

1. **User fees:** The User agrees to pay to the Town of Diamond Valley (Owner) the user fee and any other applicable charges as outlined in the conditions, by cash, debit, Credit or cheque upon receipt of the booking confirmation and invoice. All costs are subject to GST and applicable taxes. An applicable fee will be charged for cheques with non-sufficient funds.
2. **Payment of User Fee:** where applicable, payment of the user fee is due 48 hours prior to the first booking date.
3. **Cancellation:** Where possible, please provide notice in writing to the Recreation Scheduler at [bookings@diamondvalley.town](mailto:bookings@diamondvalley.town) one week before the event to allow bookings by other users. No user fee will be charged in the event of cancellation. Paid user fees will be refunded.
4. **Inclement Weather:** No fees will be charged in the case of inclement weather. Paid user fees will be refunded. It is at the discretion of the User to cancel or postpone games if weather conditions (ie. lightning) create hazards to players and/or spectators. It is at the discretion of the User to cancel or postpone games if weather conditions (ie. rain) may cause damage to the sports field or ball diamond. The Town of Diamond Valley reserves the right to close fields if conditions are deemed hazardous to players, spectators or infrastructure.
5. **Insurance:** All games, tournaments and/or events in Diamond Valley require insurance and proof of the “**Required Certificate of Insurance Coverage Form**” showing the Town of Diamond Valley as “**Additional Insured**”.

**The User shall be required to maintain throughout the Term of this Agreement:**

- a. A comprehensive general liability insurance satisfactory to the Town in the minimum amount of \$2,000,000.00 with respect to its use of the sports field or ball diamond.
- b. The Town must be named as an additional insured and provided with a certificate evidencing the same 14 days before the game, tournament, or event.
- c. Without limiting the generality of the foregoing, such public liability insurance shall contain provisions for cross-liability, severability of interest, and no cancellation or alternations without the consent of the Town or adequate notice to the Town of Diamond Valley.
- d. Assure your liability insurance protection covers your organization, its directors, officers, employees, officials, members, and volunteers if accused of a negligent act which has caused a Third Party bodily injury, damage to their property, or participant to participant injury.

**Your booking is not considered finalized or confirmed until the Town has received proof of insurance.**

6. **Inspection of the Playing Area,** including the surface, fencing, dugouts, nets and spectator area, to ensure it is up to the standards of play and that there are no unsafe conditions that could cause an injury to participants or spectators. Additionally, if any unsafe areas exist, the renter will **not play or stop playing** and report the issue immediately to the Municipality's maintenance department.
7. **Waive Subrogation:** The renter agrees to waive subrogation against the Municipality.
8. **Loss or Damage:** The Town of Diamond Valley shall not be responsible for damages to, or loss, of any articles left by the User or the User's guests at the ball diamonds or sports fields, prior to, during or following a game and/or tournament.
9. **Equipment:** The User is responsible for providing all equipment.

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10. **Responsibility for persons:** The User assumes full responsibility for the character, acts and conduct of all persons invited to attend a sporting event as a player or spectator and any persons acting on behalf of the User group. The User agrees to pay for and provide sufficient security to maintain order and protect persons and property as required by the Town of Diamond Valley.
11. **Alcohol, smoking and cannabis consumption:** The consumption of alcohol, tobacco or cannabis is strictly prohibited.
12. **Compliance with Laws:** No activities in violation of federal, provincial or local laws shall be permitted on or surrounding the sports fields and viewing areas. It shall be the responsibility of the User to enforce this provision. The consumption of alcohol in public spaces is prohibited.
13. **Field Perimeters:** The User agrees to adhere to the signage on and around sports fields intended to delineate safe distances around utilities and to adhere to the load limit on bleachers and stands.
14. **Assignment:** The User shall not assign or transfer this Agreement nor sublet the agreed upon field or ball diamond, and any part thereof, without written consent of the Town of Diamond Valley.
15. **Interruption of User:** The Town of Diamond Valley shall retain the right to cause the interruption of user in the interest of public safety. The User hereby waves any claim for damages or compensation in such an event. User will be prorated at the discretion of the Town of Diamond Valley.
16. **General policies:**
  - No decorations, signage or music permitted on site without prior authorization from the Town of Diamond Valley.
  - Garbage must be collected and put in applicable repositories or removed by the User group.
  - Booking may be withdrawn at any time should the organization not adhere to the terms of this agreement.