



## Field Rental Agreement

Name of User	
Address	
User Person Responsible	
Facility	
Type of Use	
Date & Time of Use	

In consideration of the Municipality allowing the User to use the above noted premise, the User agrees as follows:

### 1. Scheduling

Pictou Recreation and Parks is responsible for all field scheduling within the Town of Pictou. Teams wishing to acquire field time will be required to complete an application form at the Town Office. A separate application must be completed for tournament play.

### 2. Maintenance

The Town will maintain the fields by making every effort to provide a high quality, safe playing field. The Town is responsible for: mowing the fields, painting foul lines and the supply of lime for the fields. Trash cans are provided and will be tended to by Public Works.

### 3. Field Usage and Field Conduct

- The Fair Play code will be in effect with appropriate signage located at the fields.
- Teams must follow rules and regulations set out by the Recreation and Parks Department.
- Individuals using alcohol or profanity will be asked to leave the complex. If they do not leave; they will be removed by the authorities.
- Teams are responsible for using the trash cans provided and will leave the field in good standing order when finished.

### 4. Indemnity

The User will indemnify and save harmless the municipality from and against all losses, claims, actions, damages, liability and expenses in connection with any action or defence arising from or in connection with the use of, or presence in, the premie by the User, any person invited or allowed into the facility by the User, or any person for whom the user is responsible.

### 5. Waiver

The user waives any and all claims against, releases from liability and agrees not to sue the municipality, its officers, employees, agents and representatives, for any personal injury, death, property damage or any other loss sustained by the User or for which the User may be responsible arising out of, or in connection with the User's use of the above noted premise.

**6. Insurance**

At all times while the user is using the premises, it will maintain comprehensive general liability insurance in the amount requested by the municipality with the municipality as an additional insured; upon request from the municipality the user will provide evidence of such insurance.

**7. Inspection**

The user will inspect the premise immediately prior to use and advise the municipality of any hazards or areas of concern requiring maintenance.

**8. Compliance with Terms and Conditions**

The User will comply with the attached Terms and Conditions and ensure that all persons whom the User allows in the premise will also comply with the Terms and Conditions.

**9. FEE STRUCTURE**

Minor Sport Fees	\$4.40 per person (no tax charged)
Fee Per Hour	\$24
Fees for Lights	No charge
Tournament Fees: Regular users	\$132
Tournament Fees: Outside groups	\$275
Tier one teams	\$132
Individual Teams	\$330
Per Adult Team/Season	\$330

Rates do not include hst, except for the minor sport fee.

Fields will be lined at the start of tournaments and equipment will be made available to maintain lines throughout the tournament.

If you require the assistance of a staff person for a tournament, there will be an additional fee of \$24 per hour to cover staff overtime wages on evenings and Saturdays. On Sundays, the additional charge will be \$31.

The Recreation Department may waive all or part of rental fees to any organization at its discretion where prior support has indicated that consideration should be granted.

I HAVE READ AND AGREE TO THE ABOVE FIELD RENTAL AGREEMENT INCLUDING ATTACHEMENTS, SCHEDULE A AND SCHEDULE B.

Signature of Applicant \_\_\_\_\_

DATE \_\_\_\_\_

FOR OFFICE USE ONLY	
Signature: _____	Date Received: _____

## SCHEDULE A

### REGULATIONS FOR USE OF PICTOU FIELDS

1. No alcoholic beverages allowed in field area (including spectator or parking areas).
2. No abusive language.
3. No trespassing on private property.
4. Parking only in areas indicated.
5. Fields must be cleared of all debris after each game.
6. Teams not using their assigned times are to notify the recreation coordinator at 485-4372 at the earliest possible time. Any changes in time/field usage are to be arranged through the recreation and parks office.
7. No motor bikes, automobiles, etc. are permitted on any playing surface.
8. All unscheduled games should be reported to the recreation and parks office as soon as possible. Teams using time allotted to others without prior approval of recreation and parks office will have their usage agreement terminated.
9. No games or other use permitted after 11:00 p.m.
10. Tournament field request applications are to be handed in separately from regular season applications.
11. Any damage, injury or cause of action relating to either personal property or personal injury relating either directly or indirectly to the applicant's use of the above named field and facilities is the responsibility of the applicant. The applicant should provide notice to its' insurer of any claim made against the applicant and/or Town of Pictou arising from the applicant's use of the field.

\*any infraction of the above regulations will result in the cancellation of field usage agreement. All liquor usage, abusive language or other disruptive activity will result in criminal prosecution of the individuals involved, as well as cancellation of field usage contract at the absolute discretion of the Town of Pictou.

I have read and agree to the above rules and regulations, and will ensure that all team members are aware of and are bound by the same.

Signature of Applicant \_\_\_\_\_

DATE \_\_\_\_\_

## **SCHEDULE B**

### **FIELD CLOSURE POLICY**

**Purpose:**

To avoid damage to our sports fields and injury to players.

**Policy/Procedure:**

The Recreation and Parks Department strictly controls each field. Decisions on closure of fields due to weather will be based on the inspection of the fields by the Recreation and Parks Department. The decision to close a field ensures that field quality will be maintained for all users. Decisions at game time are left to the discretion of the umpire.

**The Recreation and Parks Department has the final decision on the closure of fields.**

Fields will be open in May, conditions permitting on inspection by the Recreation and Parks Department. Fields are open for play at 8:00 am and close at dusk. In the case of fields with lights, the field will be closed at 11:00 pm.

Municipal fields/pitches/diamonds will be considered unplayable if the following conditions exist:

1. Ponding of water on the surface of the field/pitch/diamond.
2. Water sponging up around one's feet when walking on the field/pitch/diamond.
3. Weather conditions – lightning, thunderstorms.

If any of these conditions occur, the field/pitch/diamond will be considered “UNPLAYABLE” and the practice cancelled or game rescheduled. The Department, through the direction of the Recreation Coordinator or designate, shall have the exclusive rights to cancel any game booked due to wet field conditions. If a group arrives at a field and these conditions exist or if these conditions develop during the course of a game, they are not permitted to play on the field/pitch/diamond. Factors to be considered include:

- safety of the participants;
- possibility of liability through accident or injury;
- expense of field/pitch/diamond repair and maintenance.

If a group ignores the “UNPLAYABLE” conditions:

1. Permit holder will be required to pay for all damages to the field/pitch/diamond arising from abuse to the facility.
2. Permit holder could be held liable and responsible for accidents or injuries incurred because of unsafe conditions.
3. Permit holder will have their permit suspended or revoked for any future use of the field/pitch/diamond.

Fields/pitches/diamonds shall not be used if lightning is visible. Immediately move to a safe location – away from metal structures (backstops, fences, etc) tall structures (light standards, trees, etc) and out of the open field.