

2023 Information Package – Sportsfields

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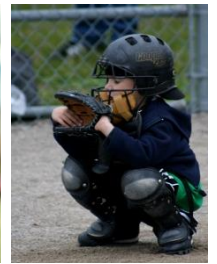


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2023 Request and Allocation Due Dates:

- December 11, 2022, Request for grass/artificial turf fields and diamonds to be received to the fieldbookings@kitchener.ca mailbox. Requests to include dates and time for spring, summer and fall programming.
- January 20, 2023, Response from the Sportsfields Booking Team on your field/diamond request.

February 3, 2023, Rental Permits sent to user groups.

March 3, 2023, Confirmation of rental times/dates and signed permits returned to Sportfields Booking Team.



Welcome

There are a number of sports fields throughout the City of Kitchener that can be used to hold practices, games or tournaments for various sports such as baseball, soccer, field hockey, rugby, ultimate and lacrosse.

Our sports fields are ranked in different categories depending on the level of maintenance a field receives. The more features (example: irrigated fields, regular line paintings, or lights) the higher the grade. Our fields are rated either “A” or “B” with “A” fields being the top grade. “A” and “B” fields are owned and maintained by the City of Kitchener.

Tentative Opening/Closing Dates for the 2023 season:

Woodside and Schlegel Park – Opening Date Tuesday April 11, 2023.

Schlegel Park – Closing Date Saturday October 14, 2023

Woodside Park – Closing Date Thursday November 2, 2023

All grass fields, baseball diamonds and volleyball courts Opening May 15, 2023, and Closing Saturday September 30, 2023

Proposed 2023 Field User Fees

Please note that fees have yet to be fully approved for the 2023 season. The 2023 fee's will be approved in December of 2022.

BUD INDOOR/HOUR (HST not included)

Prime Time \$141.29

Budd Lounge \$46.53

OTHER CHARGES (HST not included)

League Administration Fee \$102.07



Terms and Conditions – Sport Field Rental

The following conditions are acknowledged and agreed to by the Licensee:

1. **Application:** *may not* be accepted by the city unless filled out and signed at least two weeks prior to the proposed date of the user. Tentative bookings will be honoured by the city for a maximum of 48 hours when received by the Facility Scheduler.
2. **Booking Deadlines:** for submitting application for “A” fields and tournaments is March 4, 2023. Deadline for “B” fields is April 8, 2023. On April 15, 2019, all fields will be available on a first come first serve basis. Fields open May 6, 2023, weather permitting.

Woodside Park: Booking requests for minor affiliated sport groups are due on February 2, 2023. All other requests are being accepted on February 9, 2023. Fields will open March 25, 2023, weather permitting.

3. **Facility Rules:** will ensure that all members are aware of the facility rules and that behaviour will be supervised and controlled to make sure they are followed as per terms of this agreement.

In addition to any other activities prohibited by a city Policy, the following activities are **not permitted:**

- a) Drinking alcohol or having open containers of alcohol in non-licensed areas and in particular, the dressing rooms, sports fields or parking areas.
- b) The posting or displaying of offensive material.
- c) Contravention of the City’s Behavior Management Policy.
- d) The breaching of any law, statute, and/or by-law (including any by-laws respecting the prohibition of smoking unless an exemption has been granted by the City and/or the Region in advance); and,
- e) Any other activity that, in the sole opinion of City staff or representative of the City, is inappropriate with such activity not ceasing immediately upon being so advised including those activities set out in a City policy respecting appropriate behavior on City property.

Any breach of the terms of this Agreement by the Licensee or any members of his/her group (including invitees) may, at the City's sole discretion, result in immediate termination of this Agreement by the City and forfeiture of any funds held by the City. However, such termination shall not limit or restrict any other rights or demands the City may have under this Agreement.

Any exception or deviation from the above must be approved, in advance, by the City of Kitchener’s Council.

4. This Licence and the rental times are not transferable, and the Licensee is not permitted to sublet field time without the prior written consent of the City.
5. **Safe Playing Surface:** The licensee or their designate is responsible for inspecting the sports field prior to each use to ensure it is a safe playing surface and take the steps necessary to make a safe playing surface if able to do so (e.g. remove broken glass). If the nature of the unsafe conditions is such that it cannot be easily rectified, the licensee must not play on the sport field and must report the condition of the field to the facility scheduler the next business day. Parents and players can assist the City in maintaining better quality fields by understanding the need to adhere to guidelines and booking policies.

6. **Garbage/Litter:** Failure to leave the facility in condition in which it was found could result in charges back to your group for staff clean up. Recycling containers will be phased in throughout the year. Please use recycling containers where provided.

7. **Cancellation/ Changes:**

Cancellation by the City of Kitchener

The City reserves the right to cancel this Agreement or any booked times upon notification to the Licensee at least Five (5) Business Days prior to the date of Use. The City reserves the right to cancel the field with less than five (5) days' notice if circumstances are beyond reasonable control of the City (which includes power and mechanical failure, field conditions, building damage, delayed start times and labour disputes), in which event any deposit or fee paid for the cancelled booked times shall be refunded to the Licensee and the City shall not be liable to the Licensee for any loss or damages.

Rain Out: The Community Services Department will determine if a sport field is unplayable by looking for the following criteria: visual pools of water on the surface of the field, water sponging under foot when walking on field, if the Game Official deems the sport field to be unsafe for play, there is lightning, or the Community Services Department determines a field is unplayable. If your group arrives at a sports field with these conditions in existence do **NOT** play. This is a safety factor, and you might cause damage to the sport field. The field will be closed if the City's field supervisor deems there will be damage to the sport field. The permit holder shall pay for all damages to the sport field arising from this type of facility abuse. For field closures please check online at: www.kitchener.ca/fieldclosures

Cancellation by the Licensee

Cancellations made by the licensee fall into three categories:

- (1) Cancellations: Unless notification of any cancellation (except the below outlined categories) is received in writing from the Licensee by the City's Facility Scheduler at least five working days prior to the date of use. The Licensee must pay for the cancelled field rental, and the City may apply any funds it holds for other rentals towards the cancelled rental, and demand replacement of those funds (failing to inform with all or some of the remaining bookings may result in a cancelled contract by the City without rebate).
- (2) Play Off Cancellations: All playoff games must be outlined as such on your field request form to be considered for late cancellation (with-in the five working day period). Due to playoff format some games become unnecessary and as result cancellations resulting from early series wins must be called in or emailed to the Facility Scheduler by 10:00 am the following weekday morning. These cancellations will incur no charge. Failure to cancel unnecessary playoff games will result in full charges.
- (3) Weather: Onsite cancellations due to weather must be emailed or called to the Facility Scheduler within 24 hours and acceptance of which is at the sole discretion of the City. Rain outs will incur no charge and the Facility Scheduler will reschedule any requested times if available.

To cancel game(s) call 519-741-2200 ext.7398 prior to 10:00 am the following weekday after the final game or email Fieldbookings@kitchener.ca.

For **Jack Couch Park** and **Centennial** call the Kitchener Memorial Auditorium Complex at 519-741-2699 - if no one answers please call our Corporate Contact Centre at 519-741-2345.

Block Booking Cancellations

The City reserves the right not to hold fields from year to year for any group that block cancels (removes any one field for more than three consecutive weeks) from their permit after the Firm permit date.

8. **Payment:** All fees are payable by cash, credit card or cheque to the "City of Kitchener".
One-time bookings: are to be paid within forty-eight (48) hours of booking.
Tournaments: require a \$100 deposit within 48 hours of booking.
Account adjustments will be done at the end of each tournament and at the end of the season for those who have multiple bookings and/or permits. There will be a charge for each N.S.F. cheque. Rates are based on information provided by the Licensee and are subject to adjustments if the information given is changed or incorrect. For more information refer to agreement/invoice for payment terms.
9. **Damage:** In the event that any damage is made to the Facility or City property/equipment as a result of any act or omission of the Licensee or the group represented by or affiliated with the Licensee named hereon, your members, invitees, officers, employees, agents or contractors or any person who attends the function, will pay the City a damage charge that is determined by the city, including a twenty percent (20%) administration charge. The City shall not be liable for any damage to, or loss of any property brought onto the Facility in conjunction with the Use by the Licensee or the group represented by or affiliated with the Licensee named hereon, your members, invitees, employees, agents, or contractors or any person who attends the function.
10. **Enclosed Parks:** the representative will ensure the park is vacated by 11:15 PM or additional charges may be applied.
11. **Info update:** Please advise the City's Facility Scheduler immediately of any changes in the Licensee's address, telephone number and email address.
12. **Insurance:** If required by the City and at its sole discretion given the activities, to take out with an Insurer licensed to carry on business in Ontario, at the expense of the Licensee, a comprehensive policy of public liability and property damage Insurance acceptable to the City providing insurance coverage in respect of any one occurrence with a minimum limit of Two Million Dollars (\$2,000,000) exclusive of interest and costs, against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property arising in connection with the Use as a result of any act or omission of the Licensee or the group represented by or affiliated with the Licensee named hereon, their members, officers, employees, agents or contractors; Such policy shall name the City as an additional insured as its interest may appear and the Licensee shall provide a certified copy of the policy or a certificate thereof to the City at the time of booking. Use of Waterloo Region School Board Property shall require the policy to name the Waterloo Regional District School Board or Waterloo Catholic District School Board, as the case may be, AND the City as an additional insured. **Proof of Insurance (a Certificate of Insurance) must be supplied at the time of booking, or before permits will be issued at either school facilities. ***
13. **Indemnification:** Notwithstanding any other term, to protect, defend, indemnify and save the City harmless from all claims, actions, proceedings, fines or penalties, including any costs and expenses incurred by the City thereby, for loss, damage or injury, including death, to any person or persons and to any property arising in connection with the Use as a result of any act or omission of the Licensee or the group represented by or affiliated with the Licensee named hereon or their members, officers, employees, agents or contractors or any person who attends the function.
14. The failure of the City to exercise any right/option or to insist on strict compliance by the Licensee shall not be a waiver of the terms and conditions of the Agreement.

A facsimile copy of the Licensee's signature shall be sufficient and binding.



Behavior Management Policy

<u>ARTICLE I</u>	A Policy respecting INAPPROPRIATE BEHAVIOUR AND ACTIVITIES IN CITY OF KITCHENER COMMUNITY SERVICES DEPARTMENT FACILITIES such as arenas, recreation centres, swimming pools, parks, sports fields and associated parking lots.
<u>Section I</u>	<p><u>Policy Statement</u></p> <p>The City's Community Services facilities exist to provide residents with opportunities to participate in recreational and leisure activities in a safe and positive atmosphere. The City will endeavor to encourage the most supportive climate possible so that all people may enjoy these facilities. Each visitor to Community Services facilities is expected to behave or act in a manner that respects the rights of others so that they may use and enjoy them.</p> <p>It is understood that organizations that rent City facilities must take PRIMARY responsibility for the behavior and actions of all persons associated with their program or event.</p>
<u>ARTICLE II</u>	<u>Goals of the Policy</u>
<u>Section I</u>	<p>To encourage appropriate behavior and activities in all Community Services facilities.</p> <p>To promote a safe and positive atmosphere in all Community Services facilities.</p>
<u>ARTICLE III</u>	<u>Inappropriate Behavior and Activities</u>
<u>Section I</u>	For the purposes of this Policy, the focus is on positive behavior of any person present at or using community Services facilities. Behavior and activities that obstruct or hinder the rights of others to use and enjoy Community Services Department facilities is unacceptable and prohibited.
<u>Section ii</u>	<p>Activities that are unacceptable and prohibited include:</p> <ul style="list-style-type: none"> a) Creating a disturbance b) Fighting/molesting/harassing c) Using profanity/obscene language directed at/or disturbing to others d) Vandalizing property e) Intimidating/threatening others f) Disrupting a program or event g) Engaging in horseplay, causing unsafe conditions h) Wearing attire or displaying material intolerant of human rights i) In-line skating/skateboarding/bicycling, except if permitted at Community Services facilities j) Littering k) Blocking corridors/thoroughfares/stairways/exits l) Causing unsanitary conditions
<u>ARTICLE III</u>	<u>Inappropriate Behavior and Activities</u>
<u>Section iii</u>	Activity contrary to Canadian Criminal Code, other federal statutes, provincial statutes and municipal by laws and policies.
<u>Section iv</u>	Other activity as may be prohibited from time to time by further resolutions of City Council.
<u>Section v</u>	The list of inappropriate behavior and activities will be posted at all Community Services facilities in a prominent location. Copies of this policy will be available upon request at the facility where staff are on duty.
<u>Section vi</u>	The use of cell phones, cameras. Personal digital assistants (PDA's), and electronic equipment with photographic abilities be prohibited in city facility change rooms and public washrooms.
<u>ARTICLE IV</u>	<u>Enforcement Options</u>
<u>Section I</u>	The Community Services staff are authorized to take the following enforcement steps at a Community Services facility if inappropriate behavior or activities are observed or reported.
<u>Section ii</u>	<p><u>Enforcement Steps</u></p> <ul style="list-style-type: none"> a) Witness, or receive a report on, inappropriate behavior or activity b) Assess situation c) Verbal requests to refrain from a prohibited activity d) Verbal warnings to refrain from a prohibited activity e) Verbal directions to leave the property, citing as the reason the failure to refrain from a named prohibited activity f) Upon refusal, call City Security or Police g) Advise Supervisor/On call personnel h) Prepare a report including activity, action taken, identification of offender including name, phone number, address
<u>ARTICLE V</u>	<u>The Consequences</u>
<u>Section I</u>	Anyone who commits inappropriate and prohibited behavior or activity under ARTICLE III Sections ii, iii, and iv may be ejected from the facility immediately and prohibited from returning to a program or event for a period of time.

ARTICLE VII	Implementation:
Section I	The policy will take effect in June 1999. Approved by City Council June 21, 1999 Behavior policy/99



Insurance

*Outline of Coverage-this information applies only if you have purchased insurance through Pearson Dunn Insurance Inc.

LIABILITY INSURANCE

Who is Eligible?

Any group using The City of Kitchener, Waterloo Catholic District School Board and Waterloo Region District School Board. The program is designed principally for sport and recreation groups at local levels who do not belong to a Provincial/National Association. The Insurance Company must approve activities. 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 defence 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 The City of Kitchener, Waterloo Catholic District School Board and Waterloo Region District School Board facilities.

\$2,000,000 per occurrence
All Claims Subject to a \$500 deductible

ADDITIONAL INSURED

The The City of Kitchener, Waterloo Catholic District School Board and Waterloo Region District School Board is added as an additional insured, but solely with respect to the liability, which arises out of the activities of the named insured.

Your policy includes the following coverage:

- **Premises Property & Operations:** This provides coverage for the insured who are responsible in the scope of their operations for premises and property to which they have control over. It also includes coverage for their own operations (activities).
- **Blanket Tenants Legal Liability \$250,000** -Provides coverage for your legal responsibility for damage to premises that you rent in the course of your activities up to \$250,000
- **Occurrence Basis Property Damage-** This is just a broader type of coverage. Occurrence happens over a period, whereas an accident wording is sudden and accidental
- **Liability for injury to participants** in many standard liability insurance policies participants are excluded, but in the broad form coverage with ALL SPORT, this coverage is included
- **Voluntary Medical Payments** - Reimburses others (non-participant third party) for their medical expenses if they are injured as a result of your activities up to \$1,000
- **Personal Injury** - Coverage against Libel, Slander
- **Cross Liability Clause** - This clause allows for additional insured to sue, if necessary, within the policy.

The description of coverage contained herein is not complete, and reference must be made to the actual terms and conditions of the applicable policy forms. Underwritten By AVIVA Insurance Company of Canada.

Exclusions	Excluded Activities Endorsement
- Terrorism Exclusion	- Minor Hockey 18 & under, Contact Hockey
- Asbestos Exclusion	- Alpine Skiing, Snowboarding, Skateboarding

- Fungi Exclusion	- Boxing, Kickboxing, Contact Martial Arts
- Abuse or Molestation Exclusion	- Rugby, Tackle Football, Horse related activities
- Excluded Activities Endorsement *Listed Below	- Cycling, Contact Lacrosse, Gymnastics, Wall Climbing and Fireworks



Athletic Fields and Diamond Amenity Descriptions

*Please note: Although amenities may be available at certain facilities, additional charges may apply

“A” fields include a complete sports field & turf grass maintenance program to provide our highest quality fields

“B” fields include a sports field maintenance program and general turf grass practices as required

“S” fields include basic turf maintenance.

ATHLETIC FIELDS – soccer, football, rugby, etc.

Fields Attributes Service Standard

A1 Quality Fields

- Budd Park # 1
- Budd Park # 2,3,4 (3A,3B,4A,4B)
- Centennial Stadium Field #1, 1A, 1B
- Eastwood Collegiate
- Forest Heights Collegiate Main
- Grand River Collegiate Fields # 1, 2
- Huron Heights Main Field
- Huron Heights Practice
- Kaufman Field 1
- Kiwanis # 1,2,3,4,5
- Meinzinger Park (5 minis)
- Resurrection # 1, 2, 3
- St Mary’s # 1&
- RBJ Schlegel Park #1, 2, 3 (3A, 3B)**
- Woodside #1, 2 (Natural Turf)**

- Lights 1. Irrigated turf/playing surface
- 2. Lines painted weekly for sport specific use
- Lights 3. Maintained at 2” (height of cut)
- 4. Lights where available

Synthetic Turf Lights
Synthetic Turf Lights

A2 Quality Fields

Biehn Park #1A, #1B
Bridgeport # 1,2
Budd Park # 5 (minis) & 6 (minis)

1. Playing surface not irrigated
2. Lines painted weekly as required
3. Maintained at 2.5" (height of cut)

Fisher Upper (minis) & Lower
Kaufman Park # 2
Wilson Park (*Not permitted for football*)

B Quality Fields

Carlyle Park (*Not permitted for football*)
Crestview School Mini #1
Forest Heights #4 (Field Hockey nets only)
Eby Park (Football uprights removed)
Idlewood Park
Kiwanis # 6, 7
Knollwood Park
Laurentian Park #1
Montgomery
Morrison Park
Rockway School
Trillium School
Westheights School
Westheights Park

1. Playing surface not irrigated
2. Lines painted by scheduled basis (2-week rotation)
3. Two and a half week mowing rotation

BALL DIAMONDS

Fields Attributes Service Standard

A1 Quality Diamond – City

Breithaupt #1, 2, 3
Budd Park #1, 2
Lions #2
Jack Couch
Joe Thompson
Peter Hallman #1, 2, 3
Rosenberg #1, 2
Upper Canada #1, 2, 3, 4 (Playball)

Lights
Lights
Lights
Lights
Lights
Lights
Lights

1. Infield groomed daily
2. Turf maintenance at 2" (height of cut)
3. Team benches and outfield fencing
4. Irrigated playing surface

A2 Quality Diamonds – City

Bridgeport Civitan #1, 2, 3
Lion's #1
Upper Canada #5 (no outfield fence)
Wilson #1, 2, 3

1. Infield groomed daily
2. Turf maintained at 2" (height of cut)
3. Team benches and outfield fencing
4. Playing surface not irrigated

B Quality Diamonds - City

Alpine School
Carlyle Park
Cherry Park #1, 2
Crosby Park #1, 2

1. Groomed weekly during schedule
2. One week mowing rotation
3. Unirrigated playing surface

Driftwood Park
East Forest Park # 1, 2
Forest Hill Park
Franklin Public #1, play space 4, 5, 6
Franklin School 2, 3
Greengable Park
Gzowski Park
Hillside Park
Hofstetter Park
Idlewood
John Sweeney School
Knollwood Park
Midland Park Diamond, play space
Monsignor Haller School
Morrison Park

Pioneer Park School
Queensmount Park 1, 2
Queen Elizabeth School
Rittenhouse
Rolling Meadows Park
Shepherd School
Smithson School
Southridge School
Southwest Optimist#5
St. Paul School
St. Timothy School
Sunnyside School
Voison Park
Weber Park
Westheights Park
Wilson#4
Wilson Ave School