
Title: Sport Field and Outdoor Court Allocation Policy**Number:** SRV-22-02**Approved By:** City Council**Administered By:** Centralized Recreation Services**Effective Date:** June 13, 2022**Revision Date(s):** **October 16, 2024**

1 Purpose/Background

To ensure consistency in the programming and ongoing use of City of Oshawa sports fields and outdoor courts.

To provide a framework and consistent approach to the ongoing and seasonal use of City of Oshawa sports fields and outdoor courts in a fair and equitable manner.

To ensure that the City of Oshawa's investment in sports fields and outdoor courts is managed in the best interest of all clients and the citizens of Oshawa.

To establish clear guidelines and communication between the Community and Operations Services Department and its clients.

To accommodate the needs of a growing municipality and the increased demands on City of Oshawa sports fields and outdoor courts.

To clearly define the rules of use and the departmental procedures in maintaining compliance.

2 Policy Statement

To provide transparency and structure for clients pertaining to the fair allotment and use of City of Oshawa sports fields and outdoor courts.

3 Scope/Application

This policy applies to all clients requesting use of City sports fields and outdoor courts, as well as City staff responsible for the use and/or operation of these facilities.

4 Definitions

Adult Client means an applicant/group/organization/Affiliated Client with participants 21 years of age and older.

Affiliated Adult Client means a Client who organizes sports for participants who are 21 years of age and older and who meet the annual affiliation requirements as set by the City of Oshawa.

Affiliated Client means any Client who meets the annual affiliation requirements as set by the City of Oshawa.

Affiliated Minor Client means a Client who organizes sports for participants who are under 21 years of age and who meet the annual affiliation requirements as set by the City of Oshawa.

Allocated Time means facility time assigned to a Client; the Facility Booking Office develops the allocation matrices to reflect the entitlement and use of Allocated Time by Affiliated Clients during various seasons.

Amendment means a change made to one or more Bookings on a Permit to a different date, time, or facility.

Application means an established form used exclusively for requesting and Booking facilities.

Association or **Club** means a local organization operated and controlled by a duly elected Board of Directors, the member of which shall designate from among themselves the signing officers of that Association or Club.

Board of Education Client means a publicly funded school, or a not-for-profit school recognized by the Province of Ontario as an education institution located in the City of Oshawa.

Booking means a date, time and facility as specified on a Permit.

Buffer time means time required for an organization to catch up for delays during Tournaments and/or regular game play.

City means The Corporation of the City of Oshawa.

Cancellation means cancelling one or more bookings on a permit.

City Facility means a space that is owned and operated (maintained) by the City of Oshawa, or a space where the facility has an agreement with the property owner to issue rental permits.

Concessions means an organization who serves food at a facility.

Class “A” Facility means a premium facility suitable for national caliber play with staff on-site, parking, washrooms, change rooms, and bleachers. May have lights and concessions.

Class “B” Facility means a regulation size facility with parking. May have staff on-site, lights, concessions, washrooms, change rooms, and bleachers.

Class “C” Facility means a variety of facility sizes, which may have lights, washrooms, and bleachers.

Clean Up means the time used after an event/game/seasonal use to clean up.

Client means an individual who has applied for use of a City Facility, or a Permit Holder.

Event means any booking that is not regularly scheduled (e.g., festivals, charity games, etc.), or that that may have a significant impact on City services and/or facilities.

Grandfathered Client means a client (existing prior to the 2007 season) that is provided with Priority 3 status privileges.

House League means a community orientated minor program structured to provide development and competition at a recreation level. Teams are comprised of players who are eligible to play based on the registration and who do not need to try out.

In Good Standing means any organization or person that is not involved in any legal proceeding (litigation or prosecution) with the City or does not have any outstanding debts or payments owed to the City.

Instructional Program means programs taught by qualified instructors designed to improve specific skills. Registration and fees generally required.

League means a group of teams that play a schedule of games against each other, often divided into classes or levels, usually organized by an Association of people.

Non-Resident means a participant of an organization whose home address falls outside of the City of Oshawa municipal boundaries.

Occasional means any permit that does not consist of regular weekly bookings.

Permit means a document giving authorization and consent for Seasonal or Occasional use of a facility.

Permit Holder means a Client who has a Permit for use of a City Facility.

Provincial Sport/Multi-Sport Organization means a not-for-profit organization who is formally recognized by the Ontario Ministry of Tourism, Culture and Sport.

Resident means a Client or participant whose primary address is within the municipal boundaries of the City.

Seasonal means a regular weekly booking that occurs from at least May through August.

Sport Field means a rectangular natural or artificial turf field, ball diamond or cricket field.

Standard of Play means a formula used to determine the total number of weekly hours each Affiliated Client is entitled to.

Statutory Holiday means a Provincial or Federal holiday.

Time Block means two or more hours of permitted time in sequence.

Tournament means an Event in which more than two teams are participating.

Unused Time means time on a permit that is not used.

Weekend means Saturday and Sunday.

The City reserves the right to add, delete, or modify any name or description included in this section of the policy during the term of this policy.

5 Clients

5.1 Client Priorities

Sport Fields are allocated according to the following client priority levels:

1. City of Oshawa Events and recreation programming, including programming/Events operated by third parties on behalf of the City.
2. Affiliated Minor Clients.
3. Affiliated Adult Clients.
4. Boards of Education, including post-secondary institutions.
5. City of Oshawa residents.
6. All other Clients.

Outdoor courts are allocated according to the following Client priority levels, except for facilities that may be designated as 'exclusive use' facilities:

1. City of Oshawa Events and recreation programming
2. Oshawa Senior Community Centre; Board of Education, including post-secondary institutions
3. City of Oshawa Racquets Sport Partner
4. Not-for-profit community racquet sport clubs
5. City of Oshawa residents
6. All other Clients

Refer to section 6.4 regarding the allocation of Tournament and Events.

5.2 Client Affiliation

5.2.1 The City will grant affiliated status to any Client who has a registered membership with a majority of Oshawa Residents and meets the following requirements on an annual basis:

- A member of a Provincial Sport/Multi-Sport Organization
- Be In Good Standing with the City
- Provide the following documentation to the City:
 - Complete list of participants by level of play in the format prescribed by the City
 - List of Board of Directors
 - Copy of minutes from Annual General Meeting
 - Commercial General Liability Insurance for a minimum of two million dollars, naming the City of Oshawa as an additional insured

5.2.2 If an Affiliated Client fails to meet the annual requirements in section 5.2.1, they will be treated as a new Affiliated Client for the upcoming season. If the Affiliated

Client fails to meet the annual requirements in section 5.2.1 for a second consecutive season, the Client will lose their status and must reapply to become an Affiliated Client.

5.3 Affiliated Clients

As of the date of this revised Sport Field and Outdoor Court Allocation Policy, the City has seven Affiliated Minor Clients and seven Affiliated Adult Clients.

- **Affiliated Minor Clients**
 - Oshawa Double B Sports Club
 - Oshawa Hawkeyes Football Club
 - Oshawa Kicks Soccer Club
 - Oshawa Lady Blue Knights Lacrosse Club
 - Oshawa N.A.S.C. Softball
 - Oshawa Turul Soccer Club
 - Ontario Tusks Baseball Academy
- **Affiliated Adult Clients:**
 - Co-ed Slo-Pitch 94'
 - Durham Media Lob-Ball League
 - Durham Open Ladies Soccer League
 - Durham Regional Slo-pitch Association
 - Durham Ultimate Club
 - Oshawa Slo-pitch League
 - Sunday Night Ladies Fun League

5.4 New Affiliated Client

- 5.4.1 The City will recognize a new Affiliated Client once the requirements in section 5.2 are met.
- 5.4.2 The City will first permit unallocated time to a new Affiliated Client and will collaborate with existing Affiliated Clients to explore the potential reallocation of hours.

5.5 New emerging sport

- 5.5.1 The City will recognize a new emerging sport, which is not currently being offered by an existing Client, to enable it to establish its programs and services in the City.
- 5.5.2 The City will first Permit unallocated time to a new emerging sport and will collaborate with existing Affiliated Clients to explore the potential reallocation of hours.

5.6 Grandfathered Clients

Clients/teams who permit two or less hours per week or are not eligible for affiliated status and will become a Priority 5 or 6 level Client.

Grandfathered status will provide existing Occasional use Clients, who were Clients prior to the 2007 season, Priority 3 Client privileges without having to complete annual affiliation requirements. It also provides access to historical fields (same or similar date or time block) to these Clients.

The City reserves the right to change the facility allocated to Grandfathered Clients only when facility closures or restrictions must be applied or when operational efficiencies are required. In these circumstances, every attempt will be made to find an equitable facility and time replacement.

If a designated Permit Holder of a Grandfathered Client disbands or fails to apply for a facility in two consecutive seasons, that Client will lose their Grandfathered status. If the Client reapplies in a subsequent season, they will be treated as a new Client. The Grandfathered designation is not transferable and is no longer applied.

As of the date of this revised Sport Field and Outdoor Court Allocation Policy, the City has six “Grandfathered” Clients:

- Challenge League Sports (minor)
- Greater Durham Special Olympics (minor)
- Corporate Softball League
- Durham Men’s Fast Pitch
- G.M. Lob-Ball League
- Revenue Baseball League

5.7 Residency

5.7.1 The City recognizes the tax-based contribution provided by its Residents toward the development and operation of recreation and sport facilities and recognizes that Residents will receive priority over Non-Residents in the allocation of facility time.

5.7.2 On an annual basis, registration data from the current season of play must be supplied, in an approved format, by all Affiliated Clients to the Recreation Services Branch on/or before the second Monday in September of each year. Registration data must include the registrant’s full name, complete address including postal code, age category and level of play. Information collected by the City of Oshawa shall be in accordance with the Municipal Freedom of Information and Protection of Privacy Act and shall be used for the sole purpose of determining and allocating time to Clients.

5.7.3 The City reserves the right to impose more stringent residency requirements and/or limit the allocation of time to organizations whose registrant composition does not reflect an Oshawa Resident majority, including modifying hours of entitlement.

- 5.7.4 The City will accommodate Non-Resident Applications for use of outdoor facilities when the availability exists, and Resident demand has been satisfied. Non-Resident Client Applications will be considered only on an “as available” basis and any accommodation will not form a historical precedence.
- 5.7.5 The City reserves the right to impose residency requirements or limitations during periods where facility capacities are restricted, or a deficit exists.

5.8 Application of the Standard of Play

- 5.8.1 The Facility Booking Office will apply registration data to the Standard of Play formula (Appendix A) which will determine the total number of weekly hours each Affiliated Client is entitled to and agrees to assume each season. Additional needs will be satisfied pending availability and demand.
- 5.8.2 During seasons when the total demand for facilities exceeds supply, a Client's entitlement will be pro-rated so that all Affiliated Clients experience equitable deficit adjustments to their entitlements.
- 5.8.3 Only Oshawa Residents will be counted towards the Application of the Standard of Play formula for House Leagues.
- 5.8.4 The application of the Standard of Play is not applicable to Civic Fields, Civic Recreation Complex Fieldhouse, or outdoor courts.

6 Processing of permit application

6.1 Submission of applications

- 6.1.1 All Tournament, Event, Seasonal and Occasional requests shall be submitted in the format prescribed and by the deadline set by the Facility Booking Office.
- 6.1.2 The City reserves the right to reject Applications and requests from Clients who submit forms that are not complete or contain falsified information.

6.2 Allocation Procedures

- 6.2.1 Rental permits are allocated on an annual basis, and no Client should assume they would receive the same date(s) or facilities from one season to the next.
- 6.2.2 Application(s) from an Affiliated Client cannot exceed their Seasonal entitlement.
- 6.2.3 Any Affiliated Client requesting more time than their Seasonal entitlement must submit a separate Application each season for these additional hours which will be allocated after all Applications from section 6.2.2 have been allocated.
- 6.2.4 Where two or more Clients apply for the same facility, date and time, priority will be given to the Client who has permitted those hours for a minimum of two seasons immediately prior.
- 6.2.5 Applications received after the deadline date will be considered after all Applications submitted prior to the deadline have been allocated.

- 6.2.6 No Client will dominate a specific Time Block to the detriment of another Client.
- 6.2.7 Clients who require more than one facility per night will be required to permit vertical (early to late) times at one facility before adding another.
- 6.2.8 Clients cannot Permit facilities that will go unused except for ensuring sufficient time is available to prevent a curfew situation.
- 6.2.9 Unused facilities (no shows) are not acceptable. Multiple instances of Unused Time may result in the cancellation of the Permit or redistribution of the Allocated Time.
- 6.2.10 The City reserves the right to alter an Application to meet the requirements in Section 6.2.

6.3 Opportunities and restrictions

The City will designate uses and restrictions at each facility (Appendix B) and will permit use accordingly.

6.4 Tournaments and Events

- 6.4.1 Tournament and Event Applications are allocated prior to Seasonal Applications.
- 6.4.2 Tournament and Event Applications received after the deadline set by the Facility Booking Office will only be considered if there is no impact on Seasonal Clients.
- 6.4.3 Tournaments and Events may be restricted primarily to Weekends.
- 6.4.4 The City reserves the right to limit the number of Tournaments and Events to minimize disruption to Seasonal Clients.

6.5 Schedules

- 6.5.1 Permit Holders must submit Tournament, game, and practice schedules to the Facility Booking Office, in the format prescribed, no later than seven (7) days in advance.
- 6.5.2 Slo-Pitch tournaments must submit their final schedule to the Facility Booking Office no later than Tuesday before the tournament begins.
- 6.5.3 Special requests (e.g., additional field maintenance, special occasion permits, etc.) must be submitted at least 30 days prior to the booking.
- 6.5.4 Failure to provide schedules could result in the discontinuation of regular field maintenance and the cancellation of the permit.

6.6 Instructional Programs

- 6.6.1 The City reserves the right to offer Instructional Programs and services at its facilities.

6.6.2 Instructional Programs and services proposed to be offered by any permit applicant are subject to the City's review and approval. The duplication of programs and services will be managed and/or eliminated.

6.7 Introduction of new community programs/services by Affiliated Clients

An increase in allocated hours for new and expanded programs/services will only be considered when facility time is available.

7 Amendments and Cancellations

The City has the right to control all facility distribution and use at City Facilities for the duration of a Permit. Controls must be in place to minimize the negative impacts that unused, returned, amended and cancelled fields and courts can have on the City and its Clients. As such, the City will apply all guidelines outlined in this policy to manage reasonably and responsibly unused or changing needs once Permits have been issued.

7.1 Permit Amendments

Once a Permit has been issued, any change to a Permit or Booking is subject to an administration fee.

7.2 Returned Time – Affiliated Clients

- 7.2.1 Outdoor Fields and Diamonds - Affiliated Clients have until seven days before the start of their permit to request, in writing to the Facility Booking Office, to return a Seasonal block of time. Hours requested to be returned less than seven days before the start of a permit will be subject to section 7.5.
- 7.2.2 Civic Fieldhouse – Affiliated Clients have until 30 days before the start of their permit to request, in writing to the Facility Booking Office, to return a Seasonal block of time. Hours requested to be returned less than 30 days before the start of a permit will be subject to section 7.5.
- 7.2.3 If an Affiliated Client turns back Seasonal time that leaves them with fewer hours allocated than their entitlement, their entitlement for the following season will not exceed their total weekly hours permitted in the current season.
- 7.2.4 The City reserves the right to accept only hours that hold the greatest potential to be sold.
- 7.2.5 The City reserves the right to request registration data to support a request from an Affiliated Client to return a Seasonal block of time.

7.3 Transferred or sub-leased facilities

- 7.3.1 The City of Oshawa is the sole permit authority for all fields and facility times. The City must be aware of and always be able to control the intended use of all permitted time within its facilities.

- 7.3.2 Changing the intended use of the facility (e.g., practice becomes a game, Team A replaces Team B) within a single Client's permit is acceptable. Related schedule updates are to be forwarded to the Facility Booking Office.
- 7.3.3 The practice of transferring, trading or sub-leasing facilities between Permit Holders is prohibited and may result in the cancellation of a Permit or reduction in future facility allocation.
- 7.3.4 If Clients agree to trade facility time, the Facility Booking Office will facilitate the exchange by making the appropriate Amendments to each Client's Permit.

7.4 Cancellations by the City

- 7.4.1 The City reserves the right to reasonably postpone, reschedule or cancel any Booking or Permit due to justified circumstances.
- 7.4.2 The City reserves the right to cancel a Permit or portion of a Permit without notice should there be a breach of the Permit conditions and/or should the City believe the facilities are not being used for the purpose contained in the Application.
- 7.4.3 Where postponement or rescheduling cannot be mutually coordinated, the Permit Holder will receive a full refund for the time owing.
- 7.4.4 Cancellation of facilities due to inclement weather will be made in accordance with sections 7.6 and 7.8 of this policy.

7.5 Cancellation by Permit Holder

Once a Permit is issued, cancellations are subject to an administration fee.

7.6 Inclement weather

If weather conditions do not allow a Booking to proceed, the Permit Holder must submit a request to cancel or reschedule, pending availability, in writing to the Facility Booking Office within two days of the booking date to receive a full refund or credit for the affected Booking.

7.7 Multi-day Outdoor Facility Closure/Cancellations

In the event of a scheduled or unplanned multi-day facility closure, the Facility Booking Office will amend Permits to minimize the impact of the closure on all Permit Holders. The City reserves the right to make all final decisions regarding emergency cancellations and reallocation of affected Bookings.

7.8 Short Term Outdoor Facility Closure/Cancellation

- 7.8.1 The decision to order a short-term closure of the facility and cancellation of a Booking is made when a facility is considered unsafe and/or there is potential for long-term damage to the facility.
- 7.8.2 Closure and cancellation decisions can be made by:
- Community and Operations Services Department staff

- Game officials (once the game is in progress and on a game-by-game basis only)
- Permit Holder or designate

7.8.3 A Permit Holder should not utilize a facility if:

- There is visual ponding of water on the playing surface
- Water sponges when walking on the playing surface
- There are any extreme weather conditions, e.g., electrical or hailstorms
- Facility surface damage poses a risk to the Permit Holder

7.9 Reopening a closed outdoor facility on the same day

On-site staff would consider reopening a Class A facility only if the unplayable conditions outlined in section 7.8 are no longer present.

7.10 Notification of facility closure / cancellation of permit

7.10.1 The Facility Booking Office will notify Permit Holders of a facility closure, however advance notification may not be possible under the circumstances of an evening or Weekend weather event.

7.10.2 It is the responsibility of the Permit Holder to notify individual teams, players, and officials.

7.11 Unauthorized use of facilities

7.11.1 If a Permit Holder elects to use a facility after a Booking has been cancelled or when a facility is visibly unplayable as per section 7.8.3, the Permit Holder will be required to pay for all damages arising from this type of facility abuse.

7.11.2 The Permit Holder will be held liable and responsible for any accidents or injuries incurred.

8 Facility Management

8.1 Curfewed games

The City reserves the right to curfew any games, including tournament games, to maintain the schedule submitted and to abide by any related by-laws. It is the responsibility of the Permit Holder to notify the Facility Booking Office of any specific requirements regarding curfews when submitting their schedules.

8.2 Provision of services and equipment

8.2.1 Additional fees may apply to the request of additional services or equipment.

8.2.2 The City reserves the right to require the applicant to add the services of a park attendant at any facility.

8.3 Concessions and vending

- 8.3.1 Permit holders must receive written permission from the City to provide Concession or vending services at any City facility or property at any time.
- 8.3.2 Granting permission to sell or distribute products and services will be respectful of existing contractual obligations and be contingent upon meeting all additional requirements as specified by the City.

9 Facility use regulations

- 9.1.1 Pre-determined opening and closing of facilities will be based on capital upgrades or renovations, implementation of master plans or Council directives, rotation needs, maintenance needs, turf conditions and recovery, type of play and Client requests.
- 9.1.2 Planned closures are determined by Community and Operations Services Department staff and communicated to Affiliated Clients in a timely fashion.
- 9.1.3 During the season, facilities may be closed from time to time due to unforeseen renovation and repair needs or weather conditions. Unplanned closures due to unforeseen circumstances, operational requirements or weather conditions will be communicated to Affiliated Clients, whenever possible in a timely fashion.
- 9.1.4 The City is not responsible for expenses incurred by the Organization during planned or unplanned closures.
- 9.1.5 Refer to section 7 for more information on facility closures.

9.2 Permitted hours at outdoor facilities

- 9.2.1 Bookings can commence no earlier than 8.00 a.m. at all facilities.
- 9.2.2 Bookings must end by the time on the permit, no later than dusk at all unlit facilities.
- 9.2.3 Bookings at lit facilities must end by the end time on the permit, no later than the times indicated in Appendix C – Permitted hours.
- 9.2.4 Requests to extend the permitted hours, including opening on Statutory Holidays, are required to be submitted in writing a minimum of 14 days prior to the booking and are subject to approval by the Commissioner of Community and Operations Services Department. Additional fees may apply.
- 9.2.5 The Permit Holder will be invoiced for all hours used outside of the time on the Permit as well as for any additional costs that may have been incurred by the City.

9.3 Outdoor facility seasonal opening dates

Generally, the following guideline will be followed to determine opening dates for outdoor facilities and is subject to conditions outlined in section 7 of this policy. Requests to open an outdoor facility early will be considered on a case-by-case basis.

- a) Ball diamonds
 - Lakefront West will be open for play the last weekend in April
 - All other diamonds will be open the first weekend in May
- b) Natural turf sport fields will be open for play by the third weekend in May. Consideration will be given to accommodating League scheduled play, by opening up to five fields for early play.
- c) Artificial turf sport fields will open the first week in April.
- d) Open space areas will be determined in advance to provide for preseason practice time. These spaces will be available the first weekend in April, contingent on suitable ground conditions.
- e) Tennis/Pickle Ball Courts nets and posts will be installed the second week in April. Lights will be available as of the first week in May.

9.4 Outdoor facility seasonal closing dates

Generally, the following guideline will be followed to determine closing dates for outdoor facilities and is subject to conditions outlined in Section 7 of this policy. Requests to extend the season at an outdoor facility will be considered on a case-by-case basis.

- a) Ball diamonds
 - Lakefront West closes the third weekend in October.
 - All other ball diamonds close the fourth Sunday in September.
- b) Natural turf sport field closures will be staggered every year per the following guideline:
 - 25% closed by Labour Day
 - 50% closed by the second Sunday in September
 - 90% closed by the last Sunday in September
 - 100% closed by the last Sunday in October
- c) Artificial turf sport fields close the first week in November.
- d) Open space areas close no later than October 1.
- e) Tennis/Pickle Ball Court nets and posts will be removed the second week in November. Lights are turned off the last week in October

9.5 Civic Recreation Complex Fieldhouse

The Director of Recreation Services determines Civic Recreation Complex Fieldhouse hours of operation annually.

9.5.1 Prime Time Hours

Monday to Friday - 5:00 p.m. to close Saturday and Sunday – open to close

9.5.2 Non-Prime Time Hours

Monday to Friday – open to 5:00 p.m.

9.5.3 Time period restrictions, weekdays

Minor League play is given priority over adult League play between 5 p.m. and 9 p.m.;
Adult league play is given priority over minor play from 9 p.m. to close.

9.5.4 Time periods restrictions, weekends

Minor League play is given priority over adult League play between Open and 4 p.m.;
adult League play is given priority over minor play from 4 p.m. to close.

9.5.5 Facility priority usage Quarter Field A

A higher priority shall be given to applicants requesting use of the batting cages, in accordance with seasonal booking procedures, and in accordance with the allocation priority listed in section 5.1 of this policy.

Next priority shall be given to all other sports, in accordance with seasonal booking procedures, and in accordance with the allocation priority listed in section 5.1 of this policy.

9.5.6 Quarter Field B, C and D

Allocated in accordance with seasonal booking procedures, and in accordance with the allocation priority listed in section 5.1 of this policy.

9.5.7 Commitment priorities

A higher priority of Allocated Time will be given to Clients who commit to longer seasonal permits in accordance with seasonal booking procedures and in accordance with the allocation priority listed in section 5.1 of this policy.

9.6 Civic Fields

9.6.1 Field 1 – Terry Kelly Field

A higher priority shall be given to all sports other than women's field lacrosse full field games, in accordance with seasonal booking procedures and in accordance with the allocation priority listed in section 5.1 of this policy.

Next priority will be given to the application requesting the greater amount of time, no matter the sport, in accordance with seasonal booking procedures and in accordance with the allocation priority listed in section 5.1 of this policy.

9.6.2 Field 2

It is allocated in accordance with seasonal booking procedures and in accordance with the allocation priority listed in section 5.1 of this policy.

9.6.3 Fields 3 and 4

A higher priority shall be given to game play, in accordance with seasonal booking procedures, and in accordance with the allocation priority listed in section 5.1 of this policy.

Next priority will be given to the application requesting a greater amount of time, no matter the sport, in accordance with seasonal booking procedures and in accordance with the allocation priority listed in section 5.1 of this policy.

9.6.4 Field 5

A higher priority shall be given to women's field lacrosse full field games, in accordance with seasonal booking procedures, and in accordance with the allocation priority listed in section 5.1 of this policy.

Next priority will be given to the application requesting a greater amount of time, no matter the sport, in accordance with seasonal booking procedures and in accordance with the allocation priority listed in section 5.1 of this policy.

9.7 Outdoor Tennis Courts

9.7.1 Tennis court permitting is prohibited at all locations with a single court.

9.7.2 Permits shall be limited to a maximum of two courts at North Oshawa Park and Stone Street Park, and one court at all other parks with two or more courts.

9.7.3 No permit holder will dominate a day of the week or block of time to the detriment of another Client or the public.

9.7.4 Tournament and Event requests will be addressed on a case-by-case basis.

9.8 Pickle Ball Courts

9.8.1 Pickle ball court permitting is prohibited at all locations where only pickle ball lines are on a court, except for Event requests that will be addressed on a case-by-case basis.

9.8.2 Permits shall be limited to a maximum of one court at all parks with two or more courts and where courts have lines for both pickle ball and tennis.

9.8.3 No Permit Holder will dominate a day of the week or block of time to the detriment of another Client or the public.

9.8.4 Tournament and Event requests will be addressed on a case-by-case basis.

9.9 Cricket Fields

9.9.1 Cricket Fields will be allocated to Organizations with majority Oshawa Residents prior to Non-Resident organizations; proof of registration may be required.

9.9.2 Permits will be issued for up to a maximum of one weekday and one weekend Booking per Client.

9.9.3 Tournaments will be limited to a maximum of one per month.

9.9.4 Additional tournaments will only be considered if there is no impact on Seasonal Permit Holders.

9.10 Exemptions to sections 9.6 and 9.7

- Programs operated by the City of Oshawa
- Programs offered by the Oshawa Senior Community Centre.
- Programs offered by Board of Education, including post-secondary institutions.

9.11 Resting fields

Natural turf sport fields will be rested two consecutive days each week during the playing season, where feasible.

9.12 Warmups

9.12.1 Warmups can occur in an un-permitted area if it does not impede other participants or spectators and is not inside any City Facility or structure.

9.12.2 The City reserves the right to stop any warmups that pose a risk or are using areas that are restricted or require a Permit.

9.12.3 The Permit Holder will be charged a rental fee and an administration fee for any such prohibited use of a facility.

10 General administration

10.1 Permit requirements

Any structured usage of a City Facility, parkland, or trail requires a valid Permit, signed by a designated representative of the applicant organization and the Department of Community and Operations Services. Un-permitted use is prohibited.

By signing the Permit, the applicant acknowledges that they and/or the organization they represent agree with the policies, procedures, by-laws, rules and regulations, terms and conditions on the Permit and shall be referred to as the Permit Holder.

10.2 Rental fees

All Clients will be charged rental, amendment and cancellation fees as outlined in the Fees and Charges By-law 109-2024, or its successor by-law.

10.3 Client indemnification

The Permit Holder shall defend, indemnify and save harmless the City of Oshawa and its members of Council, officers, volunteers, employees and agents against any and all costs (including legal fees and disbursements), expenses, losses, liabilities, claims, demands, actions or causes of action, or direct, indirect, general, special, incidental or consequential damages suffered or incurred by the City of Oshawa (including claims made by third parties against the City of Oshawa) as a result of a breach of a term or

provision of this Agreement by the Permit Holder or in any way, related to the Permit Holder's use and operation of the property and premises; the conduct of those persons in their care, custody or control and/or all activities occurring before, during and after their Allocated Time.

The Permit Holder (for itself and its insurers) shall release the City of Oshawa and its members of Council, officers, employees, volunteers and agents and waives any rights, including rights of subrogation, it may have against them for compensation for any loss and all costs (including legal fees and disbursements), expenses, losses, liabilities, claims, demands, actions or causes of actions, or direct, indirect, general, special, incident or consequential damages suffered or incurred by or damage occasioned by the Client's use, operation, activities and/or occupancy within the property and premises before, during and after their Allocated Time.

10.4 Insurance requirements for permit holders

The Permit Holder shall during permitted time arrange, pay for and keep a Commercial General Liability (CGL) or General Liability insurance policy written on an occurrence basis with a limit of coverage of not less than two million dollars (\$2,000,000) in respect of any one accident or occurrence with The Corporation of the City of Oshawa named on the Policy as an Additional Insured. The City may request a higher limit of insurance depending on the nature of the Event or the Permit applied for. The liability policy cannot contain an exclusion for participants participating in any activities being held by the client. Policy coverage shall include, but is not limited to, third party bodily injury including death, property damage and personal injury. The Policy shall contain a cross liability and/or severability clause that protects each insured to the same extent as if they were insured separately. The Policy shall be endorsed to provide the City of Oshawa with not less than thirty (30) days' notice in writing of any cancellation, material amendment or change restricting coverage. The Policy must be with an insurance company or companies licensed to operate in the Province of Ontario and acceptable to and in a form satisfactory to the City of Oshawa.

The Permit Holder shall verify that valid insurance coverage as set out in this policy is in place by submitting an Insurance Certificate (I.C.) that must be acceptable in all respects to the City of Oshawa. Upon expiry of the I.C., the Permit Holder must provide an up-to-date I.C. The Permit Holder agrees to make the policy available to the City of Oshawa for review at any time from time to time in the event of a Claim.

The taking out of insurance shall not relieve the client of any of its obligations under this Agreement or limit its liability hereunder. No policy shall contain any provision which would contravene the obligations of the client hereunder or otherwise be the detriment of the City of Oshawa.

10.5 Respect Check Policy

Respect Check is a code of conduct policy, which enforces a set of expectations to address inappropriate behaviours, violence and vandalism that negatively affects the experience of individuals or creates unsafe conditions. The Respect Check policy

identifies how these behaviours will be addressed when it occurs within any City facility or in association with any service, program or event provided by, or associated with the City of Oshawa.

The City encourages and supports all organizations using City facilities to take primary responsibility for developing, implementing, and managing their specific behaviour management policies to align with the City's Respect Check Policy. The Corporation will make its best effort to mitigate all situations, however, in the course of public service; events may be beyond the Corporations' control. The Respect Check policy is aligned with the following policies, acts, and regulations:

- City of Oshawa – Respect in the Workplace – Harassment and Violence Policy LR14.10
- Trespass to Property Act
- City of Oshawa – Trespass By-law 98-2013
- Occupational Health and Safety Act, R.S.O. 1990, c. 0.1
- The True Sport Movement: Canadian Centre for Ethics in Sport

A patron's experience with us is based on the values of fairness, excellence, inclusion, and fun. All persons have the right to be safe and feel safe while attending or working at a program, facility or property so that they can enjoy their activity, sport, or interest. With this right comes the responsibility to be accountable for actions or behaviours that put at risk the safety of others and encourages an environment where there is respect for others. The City of Oshawa has zero tolerance for any form of violence, vandalism or inappropriate behaviour in its recreational programs, facilities, or properties.

10.6 Smoke-Free Ontario Act

The Smoke-Free Ontario Act, 2017, S.O. 2017, c. 26, Sched. 3 which, in combination with the Regional Smoking and Vaping By-law 28-2019, prohibits smoking and vaping on municipal property, including publicly owned outdoor sporting areas, spectator areas, playgrounds, public areas, and parking lots. The Permit Holder is responsible in ensuring that no smoking occurs on City property for the duration of this Permit and to ensure any person(s) smoking and/or vaping must leave City property or immediately extinguish the cigarette. Those person(s) who are caught smoking and/or vaping and do not leave the property shall be guilty of an offence and upon conviction is liable to a fine of not more than \$5,000 exclusive of costs, as per the Provincial Offences Act, R.S.O. 1990, c. P. 33.

10.7 Municipal Alcohol Policy

The City considers each application for facility permit for Special Occasion Permits in relation to outdoor events individually and based on the Municipal Alcohol Policy and the Alcohol and Gaming Commission of Ontario guidelines.

Facility permits shall not be issued for a Special Occasion Permit event where the primary audience is underage persons or any minor sports event.

The City may issue facility permits for Special Occasion Permit family events such as sports tournaments, anniversaries, weddings, and christenings with the proviso that it is illegal to provide underage participants with alcohol. No alcohol advertising or sponsorship shall be permitted at these events.

10.8 Sport Field and Outdoor Court Allocation Policy review and update

The Sport Field and Outdoor Court Allocation Policy will be reviewed on a regular basis, initiated by the Facility Booking Office, and updated as required. The Facility Booking Office has the authority to adjust procedural items related to timing, process, etc., as appropriate and to respond to Council directions related to revenue achievement and a strategic business approach.

Authority Council/CLT/Commissioner	Date Date approved	Signature
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