



Museum of Dufferin Rental and Event Contract

Venue Address: 936029 Airport Road, Mulmur, ON, L9V 0L3

Venue Contact: Abby Norman, Visitor Services Coordinator

519.914.1114/ anorman@dufferinmuseum.com

Available: Tuesday to Saturday (8:30am-4:30pm)

Booking Information

Rental Type:

Rental Space:

Date of Event:

Rental Time:

Extra Rental Time:

Deposit Cost:

Date of Booking:

Date of Deposit:

Total Cost:

Date of Final Payment:

Primary Client Information

Client Name:

Address:

Contact Cell:

Home Phone:

Email Address:

Secondary Client Information

Client Name:

Address:

Contact Cell:

Home Phone:

Email Address:



When the Renter is a corporation or organization:

Conditions of Use

The County reserves the right to refuse bookings perceived to be not in the best public interest of the County of Dufferin.

Indemnity and Hold-Harmless Clause - The Supplier shall defend, indemnify and save harmless The County of Dufferin, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.

The Supplier agrees to defend, indemnify and save harmless The County of Dufferin from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Supplier's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.

Non-Refundable Deposit – The Facility is not reserved until the Agreement is returned with a non-refundable deposit of 50% of the rental rate. The remainder of the rental fee will be due six (6) weeks before the date of the rental/ event in full, including any equipment rentals. Failure to complete this payment on time may result in the cancellation of the rental/event.

Cancellation by Renter – Cancellations can be made at any time, but refunds are not guaranteed. If the cancellation is made three (3) weeks before the event/ rental the MoD will refund the final payment (50% of the full rental fee). If there is a cancellation made within three (3) weeks or less of the event date, there will be no refund provided. If cancellations result from an 'act of god' (for example, related to COVID-19) a full refund will be processed regardless of timeline.

Cancellation by The County – The County reserves the right to cancel this Agreement without notice or reimbursement should there be a breach of any conditions related to the use of the Facility or should the Facility Representative be of the opinion that the Facility is not being used



for the purpose specified in the Agreement attached, or for emergency purposes, or if the use poses a safety risk or may in any way conflict with the policies or reputation of the County.

Insurance – The Renter shall purchase insurance with limits of not less than \$2 million covering all claims for bodily injury, including injury resulting in death, personal injury, and property damage for the entire rental period and shall also provide verification that the insurer is aware of this Agreement. The Renter shall provide a certificate of insurance naming the County of Dufferin as an additional insured two weeks prior to the event.

Smoking – No smoking, vaping or cannabis use is permitted within five (5) meters or sixteen (16) feet of all buildings on Museum of Dufferin property.

Conduct of Renters – The Renter shall be responsible for the conduct and supervision of all persons admitted to the Facility and surrounding area, including parking areas, in connection with this Agreement and shall see that all obligations contained in this Agreement are strictly observed. The Renter is strictly responsible to ensure that all participants in evening events leave the Facility and surrounding areas, including parking areas.

Use of Kitchen - With permission from the Facility Representative, the Renter has access to the kitchen including access to the fridge, sink, and counter space. Keep in mind that this is not a prep or catering kitchen and all food preparation must happen off site. The Renter must check with the Facility Representative about the use of portable cooking or heating appliances. The Renter is responsible for ensuring food vendors are aware of these conditions.

Payment for Damages – Clients will be required to pay for any damages incurred during or as a result of their rental/event, set up/decorating, and tear down/ clean up. This fee will be determined based on the need to clean, repair, or replace what was damaged. An invoice will be sent to the client to pay these fees.

Galleries – The Renter may not adjust exhibition material or place any non-exhibition material on exhibit furnishings. The Renter may not adjust lighting or handle artifacts. The galleries will be opened on request for viewing exhibitions only (during hours of operation). No food or drink will be allowed in the galleries. No catering setups will be allowed in gallery areas. A rental agreement or event must not compromise the integrity of an exhibit or any artifact on display.

Clean-up of Facility – Clients will be charged an additional cleaning fee if they leave the rental/event space in a state that it was not found in at the beginning or their rental. This fee will be determined based on the scope of work needed to bring the rental space back to its original state. The fee will be sent as an invoice to the client.



Failure to comply with this clause to the satisfaction of the Facility Representative may result in the refusal of future Rental/ User Agreements. The County is not responsible for lost and stolen goods.

Wedding Rehearsals – the client may book additional hours in the days leading up to their rental for purposes such as set-up and decorating. This can only be booked if the client’s set-up and decorations do not conflict with another rental, museum exhibit/workshop/program, and the experience of the MoD’s visitors. Any additional time for set-up and decorations must be completed within regular staff working hours (Tuesday – Saturday, 8:30am- 4:30pm). Staff will only adjust their hours with prior approval from the Museum Services Manager and on days of the client's full rental/ event.

Decorations – No tape, glue, staples, or nails are to be used on walls, floors, doors, mouldings, or artifacts. No open flames are allowed in any museum spaces (candles, sparklers, etc.). Flameless, battery-operated candles may be used. No smoke or fog machines may be used in the museum. Due to conservation considerations, additional lighting/spotlights must be pre-approved by Museum of Dufferin staff. No confetti, glitter, piñatas, or other throwables are permitted in the buildings or on the grounds. Some exceptions may be made for the grounds if natural/ biodegradable materials are being used such as flower petals. Permission from museum staff must be obtained two (2) weeks before the rental date. Living flowers are not permitted in the museum. Living flowers may be used in the church. Vases containing water must not be set on any pews, the piano, windowsills, the organ, or wooden tables provided by the museum. Vases that do not contain water or could have the potential to produce condensation may be set on the surfaces listed above with permission from museum staff. A clearance of three (3') feet around all emergency exits must be maintained at all times and all exit signs must be clearly visible and not blocked.

Alcohol – All renter and Museum of Dufferin staff must follow the rules and regulations outline in the county Alcohol Risk Management Policy (2-9-01). Alcohol is not permitted during operating hours and is restricted the the Main Gallery and Programming room. If Renter(s) intend to serve alcoholic beverages at the event, they must obtain any licenses, Smart Serve Certificates (SSC) and Special Occasion Permits (SOP) required under applicable law and provide Museum of Dufferin staff with such licenses, SSC certificates and SOP permits fourteen (14) days or two (2) weeks prior to the rental date specified. Failure to provide the required certificates, permits and licenses on time will result in the cancellation of the use of alcohol. The Renter(s) must bring all licensing and permits printed off and ready for display at the rental. Renter(s) must purchase primary Comprehensive Liquor Liability Insurance coverage or provide proof of \$1,000,000 (including Host Liquor Liability) Comprehensive Liquor Liability Insurance through Renter(s)’s own insurer naming the County of Dufferin as additional insured. The sale, service and consumption of alcohol must end one (1) hour prior to the “END TIME” agreed to in the rental



contract. The Alcohol and Gaming Commission of Ontario states “The signs of alcohol must be cleared no later than 45 minutes after the end of the serving period”. (E.g., if serving period ends at 8:00 PM, all alcohol must be cleared by 7:15 PM, which includes the removal of any alcohol that has not been consumed, empty bottles, cans and glasses that contained alcohol). If a Renter does not follow these rules and bring alcohol onto the property without proper licensing, permits, and permissions the MoD will cancel the event and close the facility. The Renter will be financially responsible for any associated fines.

Gambling – Games of chance, lotteries or gambling in any form are not permitted without the applicable provincial license. This license must be presented to the Facility Representative two weeks prior to any use of the Facility by the Renter.

Vacating Premises – Renter(s) are responsible for making sure all guests, vendors, and belongings are removed from the premise at the end of the rental period. Renter(s) will not be provided with additional time for equipment or third-party rental take-down or pick-up. All property belonging to Renter(s) and its contractors must be removed by the end of the rental period agreed to. Requests must be made in advance with Museum of Dufferin staff if the Renter wishes for the third-party rental items to be picked up the next business day. There is no storage for third-party rental equipment. Third-party rental equipment may not impede the regular operations of the museum or museum visitor experience.

Inspection by Renter – The Renter understands and agrees that it is his/her responsibility to inspect the Facility and any related surrounding area thoroughly prior to use to ensure safe conditions. The Renter agrees that unsafe Facilities will not be used and that all unsafe conditions will be reported immediately to the onsite Facility staff or to the County by the next business day. The Renter agrees to ensure that all exits and hallways of the Facility must be kept free of obstruction and debris at all times.

Safety Measures – The Renter is aware of and agrees to abide by, and ensure any individuals in connection with the Renter will abide by, all applicable safety standards and laws regarding its use of the Facility.

Animals – Animals other than Service animals are not permitted inside the Facility.

Privacy – The personal information on this form is collected under authority of Section II of the Municipal Act, SO 2001, s. 25 and will be used for facility rentals administration purposes only. Questions about the collection of personal information should be directed to the Clerks Office, 30 Centre Street, Orangeville L9W 2X1.



The Renter agrees and understands that this is a summary of the Rentals & Third Party Events Policy and has read the policy in full and understands all rules, obligations, responsibilities, and instructions that they must follow.

Commercial General Liability Insurance

Commercial General Liability Insurance satisfactory to the Owner and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- (1) A limit of liability of not less than \$2 Million /occurrence with an aggregate of not less than \$2 Million
- (2) Add the County of Dufferin as an Additional Insured with respect to the operations of the Named Insured
- (3) The policy shall contain a provision for cross-liability and severability of interest in respect of the Named Insured
- (4) Non-owned automobile coverage with a limit not less than \$2 Million and shall include contractual non-owned coverage (SEF 96)
- (5) Tenants' Legal Liability of \$500,000 minimum
- (6) Products and Completed Operations coverage
- (7) Contractual Liability
- (8) The policy shall provide 30 days prior notice of cancellation

(9) Host Liquor Liability



When the Renter is an individual:

Conditions of Use

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Indemnity and Hold-Harmless Clause - The Supplier shall defend, indemnify and save harmless The County of Dufferin, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.

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The Renter agrees and understands that this is a summary of the Rentals & Third Party Events Policy and has read the policy in full and understands all rules, obligations, responsibilities, and instructions that they must follow.

Party Alcohol Liability Insurance

Party Alcohol Liability in an amount not less than \$2 Million and underwritten by an insurer licensed to conduct business in the Province of Ontario. The County of Dufferin shall be added as an additional insured.

Personal Property Disclaimer

The proponent acknowledges and agrees that the Museum of Dufferin, the County of Dufferin, its agents and/or employees will not be responsible for any loss or damage to personal property suffered by the Renter or its agents, employees, patrons and guests. The proponent is solely responsible for all personal property.

Primary Coverage

The proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the County of Dufferin.

Certificate of Insurance

The proponent shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement. The Certificate of Insurance for the PAL Policy must add the County of Dufferin as an additionally insured party.



Primary Client Agreement

The Renter agrees and understands that this is a summary of the Rentals & Third Party Events Policy and has read the policy in full and understands all rules, obligations, responsibilities, and instructions that they must follow. I have read and understand the terms and conditions, responsibilities, rules, and decorations outlined above. I agree with everything contained in this booking agreement.

Client Signature:

Date:

Secondary Client Agreement

The Renter agrees and understands that this is a summary of the Rentals & Third Party Events Policy and has read the policy in full and understands all rules, obligations, responsibilities, and instructions that they must follow. I have read and understand the terms and conditions, responsibilities, rules, and decorations outlined above. I agree with everything contained in this booking agreement.

Client Signature:

Date: