



### 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](mailto:anorman@dufferinmuseum.com)

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

#### Booking Information

Rental Type: Wedding

Rental Space: Church

#### 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. After payment of the non-refundable deposit, the Renter may reschedule the event date in writing a maximum of two (2) times, subject to venue availability. The second rescheduled date is considered final. If the Renter is unable to proceed on that date, the booking must be cancelled, and any future booking will require a new rental agreement and non-refundable deposit.

**Security Deposit** – A refundable security deposit is required for certain rental spaces and must be paid at the same time as the rental deposit. Renters of the Main Gallery shall



provide a security deposit of \$200.00 plus HST, and renters of the Corbetton Church shall provide a security deposit of \$100.00 plus HST.

The security deposit will be refunded within seven (7) Museum of Dufferin (MoD) business days following the event, provided the facility is left in satisfactory condition and no damage has occurred. For the purposes of this Agreement, MoD business days are Tuesday through Saturday, from 10:00 a.m. to 4:00 p.m.

The Renter remains responsible for any damage to the facility, grounds, furnishings, equipment, or collections that occurs during the rental period, including event setup and teardown. Should the cost of repairs, replacement, or additional cleaning exceed the security deposit, the Renter will be invoiced for the outstanding amount.

**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. Once a Renter has provided written notice of cancellation, the reservation will be deemed cancelled. Should the Renter later wish to rebook, they must complete a new booking process, subject to venue availability, and submit a new non-refundable deposit.

**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.

**Commercial General Liability (CGL) Insurance** – The Renter shall obtain and maintain Commercial General Liability (CGL) insurance for the full rental period with limits of not less than **\$2,000,000 per occurrence and \$2,000,000 aggregate**, covering bodily injury (including death), personal injury, and property damage. The policy must be issued by an insurer licensed to operate in Ontario. The Renter must ensure the policy includes all of the following required coverages and conditions:

- The **County of Dufferin named as an Additional Insured** with respect to the Renter’s operations
- **Cross-liability and severability of interest** provisions



- **Non-owned automobile liability coverage** with a minimum limit of **\$2,000,000**, including **SEF 96 contractual non-owned coverage**
- **Tenants' Legal Liability coverage** with a minimum limit of **\$500,000**
- **Products and Completed Operations coverage**
- **Contractual Liability coverage**
- **Host Liquor Liability coverage**
- A requirement that the insurer provide at least **thirty (30) days' written notice of cancellation** to the Owner
- The Renter must provide a **Certificate of Insurance** confirming all required coverage, including naming the County of Dufferin as an Additional Insured, and must deliver it to the County no later than **two (2) 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.

**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** – A mandatory cleaning fee of \$25.00 plus HST will be charged for all rentals. For events held in the Main Gallery, a conservation fee of \$25.00 plus HST will apply in place of the cleaning fee. Renters are expected to leave the rental space in the same condition in which it was found, including the removal of all decorations, personal



property, and waste. Failure to comply with these requirements may result in the refusal of future rental requests and may affect the return of the security deposit, in whole or in part, depending on the nature and extent of the non-compliance. The Museum of Dufferin and Dufferin County assume no responsibility for lost, stolen, or damaged personal property.

**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 preapproved 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 the piano, windowsills, 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 to 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.

Self-service of alcohol is strictly prohibited. All alcoholic beverages must be served by a bartender who holds a valid Smart Serve Certificate. The bartender must be present and actively supervising and serving from the bar for the duration of the alcohol service period. At no time may alcohol be left unattended, made available for self-serve, or accessed by guests without bartender supervision.

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 8:45 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

**When the Renter is an individual:**

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. After payment of the rental deposit, the Renter may reschedule the event date in writing a maximum of two (2) times, subject to venue availability. The second rescheduled date is considered final. If the Renter is unable to proceed on that date, the booking must be cancelled, and any future booking will require a new rental agreement and rental deposit.

**Security Deposit** – A refundable security deposit is required for certain rental spaces and must be paid at the same time as the rental deposit. Renters of the Main Gallery shall provide a security deposit of \$200.00 plus HST, and renters of the Corbetton Church shall provide a security deposit of \$100.00 plus HST.

The security deposit will be refunded within seven (7) Museum of Dufferin (MoD) business days following the event, provided the facility is left in satisfactory condition and no damage has occurred. For the purposes of this Agreement, MoD business days are Tuesday through Saturday, from 10:00 a.m. to 4:00 p.m.

The Renter remains responsible for any damage to the facility, grounds, furnishings, equipment, or collections that occurs during the rental period, including event setup and teardown. Should the cost of repairs, replacement, or additional cleaning exceed the security deposit, the Renter will be invoiced for the outstanding amount.

**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, a natural disaster or extraordinary event beyond both parties’ control) a full refund will be processed regardless of timeline. Once a Renter has provided written notice of cancellation, the reservation will be deemed cancelled. Should the Renter later wish to rebook, they must complete a new booking process, subject to venue availability, and submit a new rental deposit.

**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 and Liability** – The Renter shall, at their own expense, obtain and maintain throughout the rental period commercial general liability insurance with limits of not less than **\$2,000,000 per occurrence** covering bodily injury (including death), personal injury, and property damage. The policy shall name the **County of Dufferin as an additional insured** and shall be primary and non-contributory to any insurance maintained by the County. The insurer must be advised of this Agreement. Proof of such insurance shall be provided to the County no later than **two (2) weeks prior to the event**.

Where alcohol is served, the Renter shall also obtain **Party Alcohol Liability (PAL) insurance** in an amount of not less than **\$2,000,000**, issued by an insurer licensed in Ontario, and shall name the County of Dufferin as an additional insured.

The Renter shall provide a **Certificate of Insurance** evidencing the required coverage not less than **ten (10) days prior to the commencement of the rental term**, including confirmation of PAL coverage where applicable.

The Renter assumes full responsibility for all personal property brought onto the premises. The Museum of Dufferin, the County of Dufferin, and their respective agents, employees, and representatives shall not be liable for any loss, theft, or damage to such property.

**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.

**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** – A mandatory cleaning fee of \$25.00 plus HST will be charged for all rentals. For events held in the Main Gallery, a conservation fee of \$25.00 plus HST will apply in place of the cleaning fee. Renters are expected to leave the rental space in the same condition in which it was found, including the removal of all decorations, personal property, and waste. Failure to comply with these requirements may result in the refusal of future rental requests. The Museum of Dufferin and Dufferin County assume no responsibility for lost, stolen, or damaged personal property.

**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 preapproved 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 the piano, windowsills, 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 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 premises 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

**Signatures** – Please sign and date this contract and return the executed copy to MoD staff. Your booking will not be confirmed, and the event date will not be reserved, until a signed copy of this contract has been received by the Museum of Dufferin.

**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: