



200 Talbot Road - DELHI, Ontario N4B 2A2
Phone: 519-582-0278 Fax: 519-582-0122

MUSEUM FACILITY RENTAL AGREEMENT

Event Information

Reservation Date: _____ **From:** _____ a.m./p.m. **To:** _____ a.m./p.m.

The facility is to be used only on the date or dates and hours and for the purpose as stated on this agreement. Hours as specified include set-up and clean-up. Access at any other time must be prearranged. Should Museum personnel be required to stay past the hours specified on the permit, an additional fee will be charged.

Area/Building Requested: _____

Type of Event: _____

Alcohol Will Be Served? Yes No

If 'Yes', then applicant is responsible for providing copies of the following documentation to the museum at least one (1) week prior to the event date.

Documents Attached: Special Occasion Permit Smart Serve PAL Insurance

Special Considerations: _____

Total Attendance: _____ (**NOTE:** Maximum seating capacity is 60 people)

Applicant Information (NOTE: Museum Facility Rental Agreement is not transferable.)

Name of Group or Organization: _____

Contact Person(s): _____

Address: _____

_____ **Postal Code:** _____

Telephone: () _____ **Fax:** () _____

Payment (NOTE: Rental Fee + Maintenance Deposit are required to confirm booking) Cheque Cash

Rental Fee: \$ _____ **Cheque No.:** _____ **Receipt Number:** _____

Maintenance Fee: \$ _____ **Cheque No.:** _____ **Receipt Number:** _____

MUSEUM FACILITY RENTAL AGREEMENT

Agreement

I/We/The _____ agree(s) to pay a fee of \$ _____ in exchange for the use of the facilities named above. In addition, I/We will pay an additional maintenance deposit fee, in advance, of \$ _____ for any clean up that may be required after the event, with the understanding that if the site does not require additional attention, the deposit shall be returned. I/We agree to take responsibility for any damage done to the building or contents during the rental of the facility and agree to pay for any such damages as billed by Norfolk County in excess of the damage deposit.

I hereby for myself, my heirs, executors, administrators, or any others who may claim on my behalf, covenant not to sue, and hereby waive, release, indemnify and discharge the County, including all employees, councillors and other representatives, from any and all claims of liability for personal injury, illness, loss of life or property damage of any kind or nature, arising out of or sustained directly or indirectly in the course of my participation in the activities. This Release and Waiver applies to all claims, foreseen or unforeseen, including negligence and breach of statutory or other duty of care (*including that owed under the Occupier's Liability Act*).

I recognize that by signing this document I am waiving certain legal rights, including the right to sue.

The Renter shall provide, together with its signed Rental Contract, a certificate of insurance for General Liability, including a limit of \$2 million; and showing Norfolk County being added as additional insured.

User Group Representative Signature

Date

Please Print Name

Museum Representative Signature

Date

NOTE: Please sign and return the original copy of this Agreement to the Delhi Tobacco Museum & Heritage Centre. An initialed photocopy of the completed Agreement is to be provided to the Renter once all rental & maintenance fees have been received.

Conditions of Agreement

1. Unless stipulated otherwise, this rental agreement applies only to the area(s) outlined. Guided tours of the Museum are available for an additional fee and must be requested at the time of the booking. (Please see attached *Fee Schedule* on Page 4)
2. Permission is required from the Delhi Tobacco Museum & Heritage Centre to serve alcohol on the premises. All *LCBO Special Occasion Permits* are the responsibility of the Renter and must be posted during the event. No alcohol of any kind will be permitted unless a permit has been acquired and will be limited to the main floor of the gallery area. The Renter is required to provide *Public Alcohol Liability (PAL) Insurance*, as required by this agreement, when alcohol is to be served. It is required that someone be present at the function that has successfully completed the *LCBO's Smart Server* course and who shall not consume alcohol throughout the duration of the event. The Renter will be required to provide a copy of the appropriate liquor license, insurance policy, and server certification at least 1 week prior to the scheduled rental agreement date. Renter is responsible for the behavior of those associated with the event.
3. No food or drinks are permitted on the second floor, in the library, collections storage area or video room of the Delhi Tobacco Museum & Heritage Centre.
4. The Curator-Director or designate will be responsible for ensuring that the facilities are ready and waiting by the rental group.
5. Displays, backdrops, floral arrangements, decorations, musical equipment, and so on, must be of a free-standing type that will not damage or deface the premises (*no nails, tape, glue or other type of adhesive may be used*). No item may rest against or touch woodwork, walls, exhibitions or artifacts. Museum exhibitions and artifacts are not to be moved or rearranged without the permission and/or under the direction of the Curator-Director. Entrances, exits and aisles must be kept free from obstruction.
6. It is the responsibility of the Renter and Caterer to ensure the kitchen is left clean at the end of the event. All countertops, cabinets and appliance surfaces are to be wiped down, garbage bagged and recycling placed in the containers provided. All leftover food, beverages, dishes or any other equipment brought in for temporary use must be removed from the facility at the end of the event.
7. Sterno is the only open flame product approved for use with chafing trays. Sterno must be brought in and removed off site by the Renter or Caterer. Any used or partially used Sterno is not to be disposed of at the Museum.
8. A **maintenance deposit** will be required for all bookings, and may be refunded if no additional maintenance is required. This fee is due in advance of the event, along with the rental fee, and will act as a security deposit for the use of the facilities.
9. Individuals, groups or organizations renting the building and/or grounds will be held responsible for all damages that occur while they are renting the above outlined area(s), and will be invoiced for the cost of damages that exceed the initial maintenance deposit. (Please see attached *Fee Schedule* on page 4)

10. Individuals, groups or organizations renting the facilities are responsible for the removal of all of their belongings from the building and the grounds at the completion of their event and are responsible for leaving the site in a clean state, whereupon the maintenance deposit will be refunded.
11. Norfolk County, its staff and volunteers will not be held responsible for any lost or stolen articles.
12. Any exceptions and/or special requests to this agreement must be approved by the Curator-Director and/or the Delhi Museum & Cultural Advisory Committee.
13. The Museum Facility Rental Agreement must be signed and returned with the designated deposit to the Delhi Tobacco Museum & Heritage Centre within seven (7) days of the mailing date in order to complete agreement and to reserve date requested. If a scheduled rental must be cancelled, one week's notice must be given or the initial maintenance deposit will not be refunded.
14. In accordance with the Smoke-free Ontario Act effective May 31, 2006, smoking is not permitted in any enclosed building or structure owned or operated by Norfolk County. Smoking is not permitted within 5 metres of all building entrances and exits. (Reference: Norfolk County Policy & Procedure Manual – Policy No. HR-23 A & B – *Smoking in the Workplace & County Buildings.*)

RENTAL FEES

(Effective as of January 1st, 2008)

Basic Fee <i>-per hour</i>	\$ 55
Half Day/Evening (3 hours)	\$110
Full Day (7 hours)	\$220
Interpretive Tour*	\$ 15
Maintenance Deposit**	\$100 (<i>refundable</i>)

*An Interpretive Tour of the Museum is available for groups renting the facility for an additional fee of \$15

**A Maintenance Deposit is required of all rentals and will be refunded if no additional maintenance is required. This fee is paid in addition to the rental fee(s) and must be paid in advance of rental date along with rental fee(s) in order to confirm booking dates and time.

NOTE: An additional fee will apply and will be invoiced by Norfolk County should the time extend beyond the terms of the Museum Facility Rental Agreement

E-mail: delhi.museum@norfolkcounty.ca **Website:** www.delhimuseum.ca

User Group/Rental Policy

Purpose of this Policy:

To encourage and promote the use of Museum facilities to outside user groups while practising fiscal responsibility.

FEES:

1. A maintenance/security deposit of \$100, in addition to the rental fee(s), will be required for all bookings, and may be refunded if no additional maintenance is required. This fee is due in advance of the event and will act as a security deposit for the use of facilities. In case of cancellation, one week's notice must be given or the deposit is non-refundable.
2. User groups to the Museum will be charged a fee (*i.e.* \$55/hour - \$110/3 hours - \$220.00/7 hours) for the use of the facility, including set-up, event and tear down time, in addition to the maintenance/security deposit.
3. All users will complete and sign the Museum Facilities Rental Agreement form and provide the maintenance / security deposit prior to the date of the special event.
4. Permission is required from the Museum to serve alcohol on the premises. LCBO Special Occasion Permits are the responsibility of the user group and must be posted at the time of the function. No alcohol of any kind will be permitted unless a permit has been acquired and will be limited to the main floor of the gallery area. The User group will be required to provide Public Alcohol Liability (PAL) Insurance as required by the agreement. User group will be required to provide a copy of the appropriate liquor license, insurance policy, and smart serve certification at least 1 week prior to the scheduled rental agreement date.
5. No food or drinks are permitted on the second floor, in the library, collections storage area or video room of the Delhi Tobacco Museum & Heritage Centre.