

FACILITY USE AGREEMENT

Between:
Lang Pioneer Village Museum
(the "Museum")

And

(the "Renter")

1. The Museum agrees to rent to the Renter the following facilities located at Lang Road, in the Township of Otonabee-South Monaghan:
2. The Renter will have the use of the Rented Facilities: M/D/Y from .

Terms and Conditions of Use:

3. The Renter agrees that the activity planned to take place in the Rented Facilities will not interfere with any other activity or event taking place on museum property at the same time.
4. Prior to the Renter decorating the Rented Facilities any decorations to be used must be approved by the Museum. No thumbtacks, push pins, nails, or similar objects may be used. Masking tape is to be used on wood surfaces only. No Strobe lights permitted.
5. The Renter agrees to abide by, and to enforce among its employees and participants the following conditions:
 - a. No smoking is permitted on museum grounds, except in the parking lot area.
 - b. The Renter will clean-up all facilities used and return the Rented Facilities to the condition in which the Renter found it within the timeframe indicated. Lang Pioneer Village Museum staff is not responsible for set up and take down processes for facility use, unless indicated.
 - c. Note site use exclusion: Use of the Michi Saagiig Aabnaabin Encampment on site must be pre-approved by our Aabnaabin Committee in advance. Use; including touching, handling or moving of any articles within the parameters of the encampment, is otherwise prohibited.
6. The Renter will ensure that no alterations are made to the premises, equipment or furnishings.
7. The Renter will supervise the activity in the same manner, as would a prudent owner.

8. The Renter acknowledges and agrees that the Museum, its agents, employees, and assigns will not be responsible for an injury, loss or damage to person or property suffered by the Renter or their agents, employees, patrons, or guests, regardless of the nature or cause of the injury, loss or damage. The Renter is solely responsible to advise its agents, employees, patrons and guests of this written exclusion liability.

9. The Renter shall provide proof of General Commercial Liability insurance in an amount of not less than \$2,000,000.00 to the Museum. The Renter is responsible for all deductibles or amounts payable on this insurance.

The **Museum is to be named** as the co-insured on the Renter's insurance certificate.

Rental Fees and Damage Deposit:

10. The cost for the use of the Rented Facilities is: **\$500.00/day (\$565.00 Incl. HST)** (the "Rental Fee").

11. The cost for Museum Staff member allocation to the activity is: **\$26.55 +HST (\$30.00) per hour (calculations included here)**. If a supervisory staff member is required to provide access to the site beyond the normal working hours of the Museum, the cost will be **\$44.25 + HST (\$50.00)** per hour, for each full hour.

12. The cost for snow plowing services at the Museum is **\$300.00 (Incl. HST)** for the rental time period

13. A deposit in the amount of (**1/2 of the Rental Fee**) is required at the time of confirmation of booking.

14. The balance of the Rental Fee is due no less than 7 days prior to the date of the activity.

15. A damage deposit of **\$200.00** will be required at the time of confirmation of booking by hold of credit data. We will only seek out a damage payment in the event of an issue. The credit information will be placed in our safe destroy box after site use.

16. The costs for repairing any damage occurring during the Renter's activity or for cleaning after the Renter's activity will be deducted from the damage deposit.

17. The damage deposit is not a pre-estimate of the damages which the Museum might incur, and the Museum reserves the right to recover from the Renter the full cost of repairing any damage caused by the Renter's activity, or for cleaning up after the Renter's activity, plus damages and legal fees.

Cancellation:

18. The Renter agrees to provide as much notice of cancellation as possible. The 50% deposit is non-refundable.

19. The Museum reserves the right to cancel this Agreement due to any unforeseen circumstances beyond the control of the Museum. In the event that the Museum cancels the Agreement under this paragraph, The Museum will return to the Renter any deposit received from the Renter.

LOCATIONS TO BE USED

INTERIOR:

- Include specifics of needs/usage/limitations here

EXTERIOR:

- Include specifics of needs/usage/limitations here

TIMINGS:

Start Time: End Time:

OTHER:

Site Supervisor on Filming Day: Include contact name

DATED at _____ this _____ day of _____, 20____.

For the "Renter" – print and sign name

For Lang Pioneer Village Museum