



**Filming & Facility Rental Agreement
Lang Pioneer Village Museum**

Agreement made

Between:

**The Corporation of the County of Peterborough & Lang Pioneer Village Museum
("Lang")**

And

**Going forward known as the
("Renter")**

Name(s):

Address:

Postal Code:

Phone:

Cell:

And

**Going forward known as the
("Designate")**

Name(s):

Address:

Postal Code:

Phone:

Cell:

WHEREAS Lang is the owner of the site location (the "Facility");

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AND WHEREAS the Renter desires to use the Facility upon the terms and conditions set forth below;

Now therefore the parties covenant and agree as follows:

- 1.0 Lang shall make the rented area of the Facility (the "Rental") available for the dates and times as listed on the final page of this agreement, taking into consideration the items in Article 4- Miscellaneous.
 - 1.1 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.
 - 1.2 Prior to the Renter decorating the Rented Facilities; any decorations to be used must be approved by Lang.
 - 1.3 All set up is to be the responsibility of the Renter with approval from Lang
 - 1.3.1 All deliveries of items must be communicated to Lang to ensure appropriate personnel is on site for items to be received.

Article 2- The Renter's Obligations:

2.0 To confirm this rental, the signed rental agreement must be returned to Lang within 10 business days. A deposit of 50% of the anticipated rental cost is also required at this time to confirm booking. In the absence of this, the dates and times that are listed in the agreement will be deemed as unacceptable by the Renter and said dates and times will become available for rent.

2.1 Should the rental date be less than 30 (thirty) days from issue of this contract, the rental must be paid in full.

2.1 The Renter acknowledges that should they wish to cancel or postpone this rental date(s) within ninety (90) days of the scheduled date that the total deposit paid will be forfeited.

2.2 The Renter acknowledges the dates and times listed on the final page of this agreement and that access to the Facility is limited to those times listed for the rental period, unless previously agreed to in writing by Lang. The Renter shall ensure that all belongings regarding this rental are removed from the premises immediately following each Rental period.

2.3 The Renter acknowledges the responsibility and expenses for the required rental of equipment and supplies for the event such as additional tables and chairs, catering, decorating, linens, table settings, staging, as agreed between the parties etc.

2.4 The Renter acknowledges that any decorating which requires someone to be ten or more feet off ground level requires a rental lift and authorized trained personnel. All costs for this service will be the Renter's responsibility and are based on actual lift rental costs and the hourly rate for trained personnel to operate.

2.5 The Renter acknowledges that Lang will be responsible for the opening and closing procedures of any and all buildings rented as per this agreement and that security shall be on site through the duration of the event.

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2.6 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 Facility to the condition in which the Renter found it within the timeframe indicated. Lang 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 or any articles within the parameters of the encampment is otherwise prohibited.

2.8 The Renter shall provide proof of insurance in the amount of five million (\$5,000,000.00) dollars which has The Corporation of the County of Peterborough as a third party insured. The Renter is responsible for all deductibles or amounts payable on this insurance.

2.9 The Renter agrees to indemnify and save harmless the County of Peterborough, its employees, agents and volunteers from any and all liability, claim, demand or costs arising from negligence or fault of the Renter, its employees agents, volunteers, invitees or participants arising out of the use of the Facility by the Renter.

2.10 The Renter agrees to compensate Lang for any damage to the Facility that occurs during the Rental. The Renter acknowledges that Lang will keep a record of a credit card on file for such costs. The Renter also acknowledges that Lang may deduct such costs of repair(s) it incurs from the Renter out of any rental fees held by Lang or pursue other remedies as available by law.

2.11 The Renter shall pay Lang the full amount owing for all Rental referred to in the attached Schedule no later than thirty (30) days prior to the date. Payment shall be made by money order or in another manner acceptable to the Lang. Money order shall be mailed to:

County of Peterborough

470 Water Street, Peterborough, Ontario K9H 3M3

Telephone: 705-743-0380 800-710-9586 Facsimile: 705-876-1730

Attention: Accounts Payable - Finance

2.12 The Renter acknowledges that Lang shall add interest at a rate of one point five (1.50%) percent, compounded annually, to every thirty day period during which any sums remain owing to Lang.

2.13 The Renter shall provide a non-refundable, non-transferable payment, in an amount and form acceptable to Lang.

2.14 The Renter shall not, without prior written approval of Lang, change or cancel any rental.

Article 3- Restrictions on Use

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3.0 Without the prior written approval of Lang, no person shall: (a) sell or offer or display for sale any beverages, food or merchandise within the Facility or on its surrounding property (b) conduct any trade or business within the Facility or on its surrounding property; or (c) assign any rights under this agreement to any third party.

3.1 No person shall: (a) smoke or hold lighted tobacco within the Facility or within twenty six (26) meters of any door to the Facility and must remain in indicated designated smoking areas; (b) consume, sell or bring alcoholic beverages into any Facility, except in strict accordance with the appropriate liquor license which when requested must include any requested outdoor space; (c) bring food into the Facility unless approved by Lang; (d) use confetti or similar product on Lang property inside or outside; or (e) use any open flames; (f) all productions must work in cooperation with existing programs and events (g) vehicles are not permitted to park on roads surrounding Lang and all production vehicles require on site must be pre-determined

3.2 The Renter will supervise the activity and ensure that no alterations are made to the premises, equipment or furnishings. The Renter will ensure that no alterations without prior consent, are made to the premises, equipment or furnishings. All furnishings, artifacts & equipment belonging to the Village or on the Village premises are to be handled only under the supervision of Museum staff. A contract of these terms and conditions must be agreed upon by both parties.

3.3 A copy of the film script may be requested prior to filming in order that the subject material be deemed appropriate and to determine the manner in which the Village property will be depicted.

3.4 The Renter agrees that the activity planned to take place in the designated rental areas will minimize interference with any other activity or event taking place on museum property at the same time and that any interference will be coordinated with the Museum

3.5 The County of Peterborough reserves the right to limit use of the property under the agreement in the interest of safety, conservation, and restoration and subject to site availability. All buildings and grounds must be restored to original state. Site Inspections after completion of production to be coordinated with the Museum

Article 4- Miscellaneous

4.0 Lang reserves the right to cancel, suspend or change any Rental time for any reason.

4.1 In the event Lang cancels, suspends, or changes any Rental time, Lang shall use its best efforts to provide adequate notice to the Renter and Lang shall, at its discretion, allocate an alternative time, or refund the amount of the rental fee paid for the lost time to the Renter.

4.2 In the event Lang cancels, suspends or changes any Rental time for any reason, the Renter agrees that the Lang is not liable in any manner for any type of loss, claim or damages which may flow from such cancellation, suspension or change.

4.3 Lang is not responsible for any lost or damaged property, whether such loss or damage occurs during, prior to, or following a Rental.

4.4 Where this agreement has used the singular it shall be interpreted, where the context requires, to mean the plural and where this agreement has used the plural it shall be interpreted, where the context requires, to mean the singular.

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4.5 For the purposes of giving or taking direction concerning this agreement, the Renter may rely on the information received in writing from Lang.

4.6 The Renter agrees that all Museum Artifacts currently on display in the Gallery in the Peterborough County Agricultural Heritage Building are non-removable and will be left in place, as displayed throughout the event

4.7 Any **legal notice** required pursuant to this agreement shall be sufficiently given by the Renter if forwarded by prepaid registered mail or sent by facsimile to Lang at the following address:

Peterborough County

470 Water Street, Peterborough, Ontario K9H 3M3

Telephone: 705-743-0380 800-710-9586 Facsimile: 705-876-1730

Attention: Sheridan Graham, Director, Corporate Projects & Services

4.8 Any breach of any term or condition of this agreement may result in Lang terminating this agreement without notice to the Renter. In the event a Renter cancels any rental Lang reserves the right to terminate this agreement without penalty to Lang.

4.9 This agreement shall be governed by the laws of the Province of Ontario.

5.0 The Renter acknowledges and agrees that the Museum, its agents, employees and assigns will not be responsible for any injury, loss or damage to person or property suffered by the Renter or their agents, employees, patrons or guests regardless of the nature of 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

Article 5 – Rental Fees & Damage Deposit

5.1 The cost (Rental Fee) for use of the Rented Facilities outlined is:

- \$200.00 per hour while filming (for the first fourteen (14) hours per day) after which time the rate increases to \$275.00 per hour
- \$90.00 per hour not during filming periods
- \$40.00 per hour for Museum Staff allocations (for the first fourteen (14) hours per day) after which time the rate increases to \$100.00 per hour
- A deposit is required totaling fifty (50) percent of the overall cost of the rental at the time of booking with the remaining balance due no later than seven (7) days prior to reservation
- A damage deposit of \$500.00 will be required at the time of confirmation of booking; this 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 post cleaning, plus damages and legal fees.

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- Additional fees will be outlined in regards to the use and Rental of the Peterborough County Agricultural Heritage Building

Article 6 – Cancellation

6.0 The Renter agrees to provide as much notice of cancellation as possible. Cancellation less than seven (7) days prior to booking will result in forfeiture of deposit

6.1 Any violation of the terms and conditions set out herein and/or acts not considered in the best interest of the County of Peterborough and Lang Pioneer Village Museum will result in immediate termination of this agreement.

6.2 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(s) received

Dates of Reservation:

Specific Information:

Costs:

IN WITNESS WHEREOF the parties hereto have, each in the presence of the other, executed this agreement.

Signed, Sealed, and Delivered in the presence of:

Name of Renter (please print)

Signature of Renter

Name of Designate (please print)

Signature of Designate

Lang Pioneer Village Museum

Acknowledged by

Name (please print)

Signature