



# BROCKVILLE MUSEUM

5 Henry Street, Brockville, ON K6V 6M4  
Tel: 613-342-4397 [museum@brockville.com](mailto:museum@brockville.com)

## FACILITY RENTAL AGREEMENT TERMS AND CONDITIONS

*The contact person is responsible for ensuring that all event participants adhere to the relevant terms and conditions of this agreement as listed below.*

***All rental requests are subject to approval based on room and staff availability***

The terms, conditions, and fees outlined in this document prioritize the care and preservation of the museum's collection and aim to balance the availability of this service with the museum's resources.

### **ACCESS**

The Brockville Museum reserves the right to deny access to the facility to any persons deemed by staff to be a threat to the museum's collection, exhibitions or property, or to be a threat to museum staff and/or volunteers.

Requests for facilities rentals outside of regular museum operating hours are subject to staff availability and a staffing surcharge. In cases where access is granted outside of regular hours, the renter is responsible for providing a responsible greeter at the main museum entrance to direct users to the appropriate location in the museum.

The Brockville Museum reserves the right to access any and all spaces being utilized by the renter for carrying out reasonable facility operations during a facility rental.

### **CAPACITY**

Each room in the museum has its own occupancy limit, which may vary depending on the room's use. Please contact museum staff to confirm specifics of room occupancy prior to reserving a room.

### **CATERING**

All catering arrangements must be approved in advance by the Brockville Museum. The renter must notify museum staff should they wish to use the kitchen facility (even for storage), and/or kitchen equipment (surcharges will apply). Unless specified, no food/beverage/supplies are included with the rental. If applicable, renter is responsible for liquor license.

### **CUSTODIAL/DAMAGES**

The renter is responsible for all clean-up and disposal of refuse related to the event detailed in this agreement. Should the Brockville Museum determine that the renter did not take due care to adequately return the facility to the condition in which it was found prior to the event, the Brockville Museum reserves the right to bill associated custodial or damage charges to the renter.

### **INDEMNITY**

The renter shall defend, indemnify and save harmless the Corporation of the City of Brockville, their elected officials, officers, employees and others whom the City is responsible from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence acts, errors, omissions, whether willful or otherwise by renter, their officers, employees, agents, or others who the renter is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the renter in accordance with this agreement and shall survive this agreement.

### **INSURANCE**

Third party liability insurance naming the **Corporation of the City of Brockville** as an additional insured, is required for all events. Please select from one of the two options below:



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## **Option 1 - Companies/Organizations: Certificate of Insurance**

*Please provide your insurance provider with the City of Brockville's standard insurance requirement information which is listed below:*

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5 million per occurrence / \$5 million annual aggregate for any negligent acts or omissions relating to their activities/ event.

Such insurance shall include, but is not limited to, bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; occurrence property damage; products; broad form completed operations; employees and volunteers as Additional Insured(s); tenants' legal liability; cross liability and severability of interest clause. Where applicable, the City will also require owners & contractors protective and/or contingent employers' liability extensions.

If applicable, the Commercial General liability insurance policy shall not contain an exclusion pertaining to liquor liability. Such insurance shall add the Corporation of the City of Brockville as Additional Insured subject to a waiver of subrogation with respect to the operations of the renter. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the City.

All deductibles applicable to the above noted insurance shall be the sole responsibility of the Named Insured and the City shall bear no cost towards such deductible.

The Named Insured is responsible to keep their property/assets insured – failure to do so shall not impose any liability on the City.

The Named Insured shall provide The Corporation of the City of Brockville with a certificate of insurance evidencing coverage as noted above. Such policies shall not be cancelled, changed or lapsed unless the Insurer notifies the City in writing at least thirty (30) days prior to the effective date of such cancellation, material change or lapse. The insurance policy will be in a form and with a company licensed to write business in the Province of Ontario and which are, in all respects, acceptable to the City.

The City also reserves the right to request additional insurance and/or higher limits of insurance or otherwise alter the types of insurance coverage requirements as the City may reasonably require from time to time.

A Certificate of Insurance has been provided with this application **OR**

## **Option 2 - Individuals/Private Users: Third Party Insurance Program**

The Corporation of the City of Brockville coordinates a Third Party Insurance Program for low-risk users of municipal facilities. The policy covers any individual or community group renting a municipal facility to run an event or activity. This Program is in place for the everyday resident who would not otherwise have insurance in place as requested above. This coverage cannot be used for corporate entities or in addition to other policies of the renter. This coverage automatically adds the municipality as additionally insured on the policy. This program is a low-cost solution to protect residents of the community and provide coverage for the person in control of the event. Renters that do not have Third Party Liability Insurance as listed above will be charged the appropriate fees based the size and risk level of their event, under this program. Upon application acceptance, a sales summary clearly indicating the charge will be provided. Upon payment, a Memorandum of Insurance will be provided to the renter as proof of insurance.

Applicant will utilize Third Party Insurance Program for Private Users

**"I understand my responsibility to provide insurance through one of the options listed" initial: \_\_\_\_\_**



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## PARKING

This rental agreement does **not** include parking. The Brockville Museum is not responsible for providing parking. There is a pay parking lot south of the Museum as well as at the corner of John and Water Streets. Please be sure to advise those attending your event that parking is not provided. The Brockville Museum is not responsible for parking tickets issued to event participants.

## SECURITY

The Brockville Museum does have after-hours security monitoring; however, the renter assumes all responsibility for the security of their property and belongings left at the museum. Additionally, should the property of the renter, left on the museum premises overnight cause the security alarm to sound, resulting in an after-hours alarm call, any and all fees incurred will be billed to the Lessee.

## SET-UP AND DECORATING

On occasion the renter may wish to decorate the space or use the facility in advance of the rental date. These arrangements must be made in advance and in discussion with staff, as this may interfere with another rental, program or use of the space. An additional fee will apply. The renter is responsible for all clean-up and disposal of refuse.

Please note:

- The renter shall not affix any item to walls, ceiling, floors or movables without permission.
- Exhibit furniture, displays or artifacts shall not be moved, altered or touched without permission. This includes, but is not limited to, placing objects on display cases.
- Flames of any kind will not be permitted inside the museum.
- Cut or potted plants are not permitted inside the museum.

## SMOKING

There is no smoking permitted on Brockville Museum property (SMOKE FREE BY-LAW #93-2003)

## REPRESENTATION

A copy of all printed/digital materials using the name of the Brockville Museum must be approved in advance by the Museum Curator/Director. Failure to submit advance copy will be cause for the museum to cancel the booking. All marketing materials and publications must be approved by the Museum Curator/Director.

The renter shall not imply a partnership, any affiliation with, or an endorsement by, the Brockville Museum in promoting a event being held at the museum. Should the Brockville Museum deem that promotional material suggests any such relationship, the Lessee shall be responsible for destroying all such material and producing new material at their own expense.

## COVID19

All current public health measures, enacted by the province, the local health unit, the municipality, and the Museum, pertaining to COVID 19 are in place and are subject to change. The renter is responsible for reviewing current measures with Museum staff before finalizing rental agreement. The renter is responsible for ensuring that their event, and those attending, adhere to all applicable measures, including, but not limited to: proof of vaccination, screening, contact information, and masking. The renter is responsible for providing a "COVID Safety Plan" detailing how they will ensure compliance to such measures at time of booking. The Safety Plan must be approved by the City prior to the event.

***I HAVE READ THE ABOVE AND AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.***

Renter: \_\_\_\_\_ Date: \_\_\_\_\_



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## FACILITY RENTAL OPTIONS

### ROOMS

#### Meeting Room:

Main floor adjacent Carriage Hall (just off lobby). Capacity 25 (with tables) or 35 (chairs only). Includes set up and use of tables and chairs (see below for description of provided tables and chairs – tablecloths not included). Screen provided. Lessee responsible for providing projector if required. Suitable for meetings, training sessions, and workshops.

#### Carriage Hall:

Main floor just off lobby. Capacity 30 (with tables), 45 (chairs only), or 55 (standing only). Main museum exhibition hall, featuring automobile, carriage, and New York Restaurant sign. Available only outside of regular operating hours (staffing surcharge applies). Additional room set-up fee (admin. fee) applies to cover costs of moving exhibition cases.

#### Patio:

Outdoors facing Hardy Park. Suitable for small gatherings. Note that there is no cover and the space is often in full sun. The patio is not fully accessible. Patio-only rental does not include indoor access. Please discuss intended use with museum staff in advance to ensure suitability.

#### Patio + Lobby:

Includes indoor access for patio rentals (see above), including lobby area and washrooms. Available only outside of regular operating hours (staffing surcharge applies). Please discuss intended use with museum staff in advance to ensure suitability.

### ADD-ONS

#### Table & Chair Rental:

Not applicable to Meeting Room rentals. Up to 45 blue cloth and chrome banquet-style (no arms) chairs (as-is) and/or up to 8 rectangular wood veneer tables (as-is). Staff will set up/take-down based on pre-arranged layout (please describe/draw desired layout in the "Additional Notes" section of the Facility Rental Application form.

#### Kitchen Fee:

Kitchen is located on the lower level in a non-public area of the museum. Elevator access is available.

**Option 1:** up to 24 hour storage of pre-made food in fridge and/or kitchen area

**Option 2:** up to 24 hour storage in fridge and/or kitchen area and some use of kitchen; may include use of stove/oven, some prep utensils, limited prep, etc. Please discuss requirement with staff in advance. Note that all catering arrangements must be discussed and approved by the Museum in advance.

#### Coffee Service:

Includes 1 urn of coffee, up to 25 mugs, cream, sugar, and stir sticks. Cost covers prep, supplies, and cleaning.

#### Dish Rental:

Up to 25 mugs OR 25 water glasses (w 3 pitchers) OR 25 plates (as is); (if mugs and plates multiply by 2, if all 3 multiply by 3). Costs cover clean-up and washing.

#### Table Cloth Rental:

Up to 8 rectangular table cloths can be provided at a per item rate; ivory (as is); available only with Table & Chair Rental. Costs cover washing and ironing.



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OFFICE USE ONLY

BOOKING DATE: \_\_\_\_\_

TAKEN BY: \_\_\_\_\_

## FACILITY RENTAL APPLICATION & AGREEMENT

DATE(S) OF EVENT: \_\_\_\_\_ TIME OF EVENT: \_\_\_\_\_

SET-UP STARTS: \_\_\_\_\_ TEAR DOWN ENDS: \_\_\_\_\_ TOTAL DURATION OF RENTAL: \_\_\_\_\_

ORGANIZATION (renter): \_\_\_\_\_

TYPE:  Non-Profit Organization  Government  Business/Commercial  Private  Other: \_\_\_\_\_

DETAILS:  Alcohol will be available  No Alcohol  Catering ESTIMATED # OF ATTENDEES: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ ROLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_

PHONE #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

### ROOM(S) TO BE USED (select all that apply – See “Facility Rental Options” for details):

When calculating “hours” please include set-up/take-down time in addition to the hours of the actual event.

Meeting Room (includes use of tables & chairs):  < 3 hours (\$75)  3-7 hours (\$145)

Carriage Hall (after hours only) \$250/hour x \_\_\_\_\_ hours + \$100 Admin Fee

Patio (no indoor access) \$10/hour x \_\_\_\_\_ hours

Patio + Lobby (after hours only) \$20/hour x \_\_\_\_\_ hours

BASE RATE: \$ \_\_\_\_\_

### STAFFING SURCHARGE:

Applicable to each hour outside of “regular” operating hours

\$50/hour x \_\_\_\_\_ hours

STAFFING SURCHARGE: \$ \_\_\_\_\_

Non-Profit/Government Discount (-20%): \_\_\_\_\_

SUBTOTAL: \$ \_\_\_\_\_

### ADD-ONS (see “Facility Rental Options” for detailed descriptions of what’s included):

Table & Chair Rental \$10/hour x \_\_\_\_\_ hours + \$50 Handling Fee (not applicable for “Meeting Room” rentals)

Kitchen Fee #1 (\$10 – temp. storage < 24hours)  Kitchen Fee #2 (\$50 – temp. storage & basic use)

Coffee Service (\$50) (includes 1 dish rental)

Dish Rental \$25 x \_\_\_\_\_ (per set of dishes, ie, 25 plates, or 25 cups, or 25 glasses)

Table Cloth Rental \$8 x \_\_\_\_\_ (max. 8)

Third Party Insurance Program for Private Users (type and cost determined by staff):

Type: \_\_\_\_\_ Cost: \$ \_\_\_\_\_

ADD-ONS TOTAL: \$ \_\_\_\_\_



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**AMOUNT DUE:** A deposit of 50% is due upon approval. Full refund will be issued if the Brockville Museum is notified 30 days prior to the event date listed on this agreement. Balance is due on first day of rental.

SUBTOTAL: \$ \_\_\_\_\_

ADD-ONS TOTAL: \$ \_\_\_\_\_

HST (13%): \$ \_\_\_\_\_

**TOTAL RENTAL FEE:** \$ \_\_\_\_\_

Proof of insurance enclosed

COVID19 Safety Plan enclosed

**CHEQUES TO BE MADE PAYABLE TO "THE BROCKVILLE MUSEUM" | CREDIT CARD PAYMENT ACCEPTED**

**EVENT DESCRIPTION** (please describe the nature of the event):

**ADDITIONAL NOTES** (including number of tables/chairs and set-up, caterer information, arrangements to access space, etc):

- I have read, understand, and agree to all the terms and conditions outlined in this document
- I understand that this facility rental application & agreement is a **request only** until confirmed in writing by Museum staff and a deposit is made
- I understand that, if not already provided, I am responsible for providing proof of insurance and a COVID19 safety plan; and that this rental will not be confirmed until these are satisfactorily provided
- I agree to pay the fees detailed in this document under the section "Amount Due"

Renter: \_\_\_\_\_ Date: \_\_\_\_\_

**OFFICIAL USE ONLY:**

INSURANCE    COVID SAFETY PLAN APPROVED                       REQUEST APPROVED    STAFF INITIAL: \_\_\_\_\_

DEPOSIT AMOUNT: \$ \_\_\_\_\_                      DATE PD: \_\_\_\_\_                      STAFF INITIAL: \_\_\_\_\_

**BALANCE OWING:** \$ \_\_\_\_\_                      DUE: \_\_\_\_\_                      DATE PD: \_\_\_\_\_                      STAFF INITIAL: \_\_\_\_\_