

THE MUSEUM & ARCHIVES OF VERNON

CONTACT:					CONTACT PH:		
ALT CONTACT:					CONTACT PH:		
EVENT INFORMATION							
RENTAL DATE(S) :							
RENTAL TIME(S) :							
TYPE OF EVENT :					NO. ATTENDING :		
NOTES: (Include space required, equipment needs etc.)							
LIQUOR SERVICE:		YES		NO	PERMIT #		
CATERING:		YES		NO	COMPANY		
RENTAL INSURANCE							
LIQUOR LIABILITY INSURANCE							
TOTAL RENTAL FEE:							
RENTER INFORMATION							
GROUP NAME:							
GROUP ADDRESS :							
CITY :					POSTAL CODE :		
CONTACT NAME:							
CONTACT ADDRESS :							
CITY :					POSTAL CODE :		
PHONE :	RES:			BUS:			CELL:
EMAIL :							
ARE YOU MUSEUM AND ARCHIVES OF VERNON MEMBER?						YES	NO

This RENTAL AGREEMENT made this _____ day of _____.

Between:

Museum and Archives of Vernon
(hereinafter referred to as "the Museum")

and

(Lessee/Renter hereinafter referred to as "the Renter")

1. RENTAL

- 1.1. The RENTER agrees to provide the Museum with the full rental fee upon receipt of the invoice directly following the event via the Museum's online payment system or cheque.
- 1.2. The RENTER agrees to pay the Museum the cost of repairs to facility or equipment over and above that of the rental fee, in case of excessive damage to the Museum facility.
- 1.3. The RENTER agrees to pay the Museum an additional rental rate of \$30.00 for every half hour of occupancy after the expiry of the rental period stated on page 1 of this agreement.
- 1.4. If the RENTER fails to use the premises for the rental date referred to on page 1, the RENTER will remit full payment as liquidated damages unless the RENTER has given the Museum at least 14 days notice that it will not be using the premises on that date or the Museum is able to re-rent the premises for that date.

2. FACILITY CARE AND CONDITION

- 2.1. The RENTER and the Museum representative will conduct an inspection of the facility and equipment *prior to commencement* of the rental event and identify any damages or other conditions present. The RENTER and the Museum representative will conduct a second inspection *following* the rental event to identify any damages to the facility and equipment arising from the RENTER'S event.
- 2.2. The RENTER shall remove all garbage and clean the premises immediately after the rental period. The RENTER further agrees to abide by any additional requirements regarding facility condition and care attached to this agreement. If the RENTER fails to comply with this Clause and any additional requirements, the RENTER agrees that the Museum may deduct from the damage deposit the cost of doing the cleaning and performing other remedies at the rate of \$50.00 per hour.

3. RENTER'S RESPONSIBILITY

- 3.1. The RENTER agrees to ensure that the maximum total capacity of 60 for the premises for the purposes of the RENTER's use is not exceeded.
- 3.2. Setting up and arranging tables and chairs and providing all dishes, glasses, dispensers, utensils and FIREPROOF decorations. Note: Open flames are prohibited.
- 3.3. Strictly observe the liquor laws of the Province of British Columbia and comply with conditions specified in any liquor permits.
- 3.4. Assume full responsibility for the discipline of members and guests and others who may be in attendance and to see that orderly conduct is maintained both inside and in the immediate vicinity outside the facility.
- 3.5. Restrict use of the facility to the purpose stated on page 1 of this agreement (TYPE OF EVENT), and not permit the use of the facility for any other purpose without the prior, express, and written consent of the Museum, or the Museum's representative.
- 3.6. Not to use the facility in any manner that will increase risks covered by insurance on the facility and result in an increase in the rate of insurance or a cancellation of any insurance policy.

- 3.7. Not to assign or sublease the facility, or any right or privilege connected with the facility, or allow any other person except agents and employees of the RENTER to occupy the facility or any part of the facility without first obtaining the written consent of the Museum. A consent by the Museum shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. Any unauthorized assignment, sublease, or license to occupy by the RENTER shall be void and shall terminate this lease agreement at the option of the Museum.
- 3.8. Not to keep, use, or sell anything prohibited by any policy of fire insurance covering the facility, and shall comply with all requirements of the insurers applicable to the facility necessary to keep in force the fire and liability insurance.
- 3.9. Not to allow any waste or nuisance on the facility, or use or allow the facility to be used for any unlawful purpose according to bylaws of the City of Vernon and laws of the Province of British Columbia and the Dominion of Canada.

4. LIABILITY AND INDEMNITY

- 4.1. The RENTER agrees that it will indemnify and save harmless the Museum, its Board of Director's, the Regional District of the North Okanagan and the City of Vernon from any and all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.
- 4.2. The Museum shall not be liable for any claims for injury or damage to persons or property from any cause whatsoever relating to the occupancy of the facility by the RENTER, including any such claims arising out of damages or losses occurring on sidewalks and other areas adjacent to the facility during the term of this lease agreement or any extension of such term.

5. INSURANCE

- 5.1. The RENTER shall obtain commercial general liability insurance coverage to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the facility. The Museum must be added as an additional insured under the general liability policy. The insurance policy shall provide a minimum coverage amount of \$2,000,000. The insurance policy shall also provide coverage for contingent liability of the Museum on any claims or losses.
- 5.2. If alcohol is being served at any time during the event, the RENTER **must obtain host liquor liability insurance** in accordance with the number of guests anticipated to be in attendance.
- 5.3. The insurance policies shall be delivered to the Museum on or before the date of the RENTAL as per page 1 of this agreement.
- 5.4. If the insurance policies are not delivered to the Museum, the Museum is authorized to cancel the event and the Museum will notify the RENTER by phone and/or email per the information provided on page 1 of this agreement

By signing below, the RENTER acknowledges having read the contents of this agreement.

RENTER

(Print Name)

(Signature)

MUSEUM AND ARCHIVES OF VERNON

(Print Name)

(Signature)