



**PENETANGUISHENE CENTENNIAL MUSEUM**  
**13 Burke Street Penetanguishene, ON L9M 1C1**  
**Tel: (705) 549-2150 Email: njackson@penetanguishene.ca**

**FACILITY RENTAL PERMIT -WEDDINGS**

**CONTRACT #:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PURPOSE:** \_\_\_\_\_

**EXPECTED ATTENDANCE:** \_\_\_\_\_

**USER GROUP:** \_\_\_\_\_

**CONTACT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**POSTAL CODE:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

<b>DAYS/DATES OF USAGE</b>	<b>START TIME</b>	<b>END TIME</b>	<b># OF HOURS</b>	<b># OF DAYS</b>	<b>COST</b>	<b>SUBTOTAL</b>	<b>H.S.T.</b>	<b>TOTAL</b>
<b>Outdoor Wedding Ceremony</b> Includes: Grounds, Bandshell, Parking Lot and Outdoor Washrooms			Per Hour		\$50.00			
<b>Indoor Wedding Ceremony</b> Includes: Great Hall, Anteroom and Indoor Washrooms			Per Hour		\$50.00			
<b>Outdoor Ceremony and Reception</b> Includes: Grounds, Bandshell, Concession Stand, Parking Lot and Outdoor Washrooms *Rental must not go past 11pm*			Per Hour		\$150.00			
<b>Grounds Rental for Wedding Photography</b>					\$35.00			
<b>Extra Services</b> Sound System Barbeque Tables & Chairs Extra Side-Less Tent (20x20)			Per BBQ		\$100.00 \$50.00 \$50.00 \$50.00			

<b>BFL INSURANCE</b>								
<b>No Alcohol</b>								
Up to 50 People			Per hour		\$1.18			
51-100 People			Per hour		\$2.36			
101-150 People			Per hour		\$4.71			
151-200 People			Per hour		\$9.42			
201-250 People			Per hour		\$11.78			
251-350 People			Per hour		\$14.14			
351-500			Per hour		\$17.68			
<b>TOTAL</b>								

**Please Add 8% PST to BFL Insurance** **TOTAL PAYABLE (Includes Taxes) \_**

**Comments/Instructions:**

**PAYMENT METHOD:** \_\_\_\_\_ **PAYMENT REC'D:** \_\_\_\_\_ **AMOUNT:** \$ \_\_\_\_\_

The undersigned agrees to indemnify the Corporation of the Town of Penetanguishene of all claims arising in relation to the Permit Holder's usage of the facilities provided such claims are not caused by the negligence of the Corporation of the Town of Penetanguishene. The Permit Holder also agrees to carry public liability insurance of not less than \$2,000,000 dollars, naming **The Corporation of the Town of Penetanguishene** as co-insured.

The undersigned further agrees to be bound by this permit and the Terms and Conditions contained herein and attached hereto, and hereby warrants and executes this permit on behalf of the user group and has sufficient power, authority, and capacity to bind the Licensee with his/her signature.

The Town of Penetanguishene hereby grants permission to use the facilities as outlined, subject to the terms and conditions of this Agreement contained herein and attached hereto, all of which form part of this Agreement.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Signature of Permit Holder

Facilities Manager

Notice of Collection/Use/Disclosure. Personal information contained on this form is collected pursuant to Freedom of Information and Protection of Privacy legislation and will be used for the purpose of renting municipal property or facility space. Questions about this collection should be directed to the Town Clerk at 705-549-7453.

## TERMS & CONDITIONS

Rental of any Town of Penetanguishene municipal facility constitutes acceptance of the Terms and Conditions contained herein and attached hereto.

### How Do I Rent a Facility?

Complete the necessary **Parks Rental Permit** for outdoor facilities, parks & amenities, or a Special Event Function Permit for all special event functions (including parties, fundraisers, wedding receptions, family- picnics, religious services, all licensed occasions, etc.). To host a large event (ex. Festival, championship sporting event) please complete a Request to Host a Special Event Application and/or contact the Recreation & Event Coordinator.

Proof of applicable general liability insurance must accompany the permit application unless otherwise stated.

Payment of applicable fees (Damage Deposit and Rental Fees) must be paid to the Town of Penetanguishene.

### Payment Information

Your Permit will outline all requirements and service charges. Payment for facility rentals unless otherwise stated, must be made not less than thirty (30) business days prior to the date of the function or event, Payment will be accepted in the form cash, cheque or money order, payable to the Town of Penetanguishene, or by VISA, MasterCard or Interact. Duplicate receipts will be subject to a \$10.00 administrative fee.

### Returned (NSF) Cheques

The Town of Penetanguishene will charge an administrative fee of \$40.00 for cheques that are returned to us by the bank. If this should occur, you will be required to replace your original with CASH or CERTIFIED CHEQUE, made payable to the Town of Penetanguishene, in the amount of the total program registration fee plus the \$40.00 administration fee.

### Cancellation and Refund Policy

If you cancel your booking(s) with more than thirty (30) days notification, you will receive a full refund of applicable fees and damage deposit fees paid minus a \$10.00 administration fee per booking.

If you cancel your special event booking(s) with less than thirty (30) business days notification, you will forfeit your full damage deposit fee.

If you cancel a regular (repeat) booking with less than seven (7) business day notification, you will be charged the applicable fees for that booking date.

All cancellations must be made in writing to the attention of the Facilities Manager or designate.

Please allow 2-3 weeks to process refunds.

### Health Considerations

Permit Holders shall and do agree to comply with all applicable provincial orders and directives, guidelines of public health authorities including those issued by the Province of Ontario and the Simcoe Muskoka Regional Health Unit. In addition, the permit holder shall and does agree to comply with guidelines, protocols, directives, etc., issued by the Permit Holder's governing organization(s) and/or its insurers.

### Special Occasions Functions

Functions serving alcohol are required to obtain a Special Occasions Permit from the Liquor Licensing Board of Ontario and adhere to all the regulations of the Town of Penetanguishene as outlined in our Alcohol Risk Management Policy. The Permit Holder agrees to provide paid Duty Officers or Security coverage at their expense, as deemed necessary by Town staff.

### SOCAN

The Society of Composers, Authors, and Music Publishers of Canada (SOCAN) is a Canadian owned, non-profit organization that protects the rights and copyrights of composers, authors, and publishers in the music industry. Fees apply to concerts, exhibitions, fairs, skating rinks, parties' receptions, dinners, dances, banquets, shows, athletic events, family gatherings held outside the home, etc., where music is played. SOCAN fees are payable by the permit holder. The Town of Penetanguishene collects and forwards 100% of this fee to SOCAN. **THE TOWN OF PENETANGUISHENE RESERVES THE RIGHT TO CANCEL THIS CONTRACT FOR ANY REASON, AT SUCH TIME ALL DEPOSITS WILL BE RETURNED. THIS PERMIT IS NOT TRANSFERABLE.**

**PENETANGUISHENE CENTENNIAL MUSEUM AND ARCHIVES  
WEDDING PACKAGE AGREEMENT**

This agreement is made in duplicate on the \_\_\_\_\_, 20\_\_ between The Penetanguishene Centennial Museum (herein called the Museum) and \_\_\_\_\_ (herein called the Renter(s)).

The parties hereto agree as follows:

**1. GENERAL INTENT:**

The Museum agrees to rent its facilities for packages as specified below:

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on \_\_\_\_\_, 20\_\_, from \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m. for the purpose of \_\_\_\_\_.

**2. FEES:**

The Renter will pay the following fees to the Museum:

- I) A deposit for half of the total cost of the chosen package as marked under "General Intent" 120 or more days before the date of the event;
- II) In the event that the grounds are used by the Renter and/or his/her associates/guests for longer than the hourly limits specified in the chosen package under "General Intent" the Renter agrees to pay an additional \$50.00 for each hour thereafter;
- III) Payment in full of a final invoice within 30 days of the date of the event.

**3. ALCHOL:**

No alcohol is to be served or consumed on the grounds of the museum by the Renter's labour, guests or associates without express prior consent of the Museum and the Renter's purchase and possession of a Liquor License for the rental period. Contact the Penetanguishene LCBO to Purchase a Liquor License.

Liquor Liability Insurance is mandatory as the direct responsibility falls on the Liquor License Applicant. Insurance coverage is provided by PAL Insurance Brokers Ltd. at 1-800-265-8098 of Fax (1-519-583-3677) or contact your Home Insurance Brokers of Fax (1-519-583-3677).

**4. CANCELLATION:**

In the circumstance that this wedding package agreement is no longer needed because of the cancellation of the Renter's event or the decision on an alternate location, it is the responsibility of the Renter to contact the Museum either verbally or in writing and the refund policy shall be as follows:

- I) Within 90 or more days of the rental date – full refund of deposit
- II) Within 60 days of the rental date – 50% refund of deposit
- III) Within 30 days of the rental date – 10% refund of deposit
- IV) Less than 30 days of the rental date – No refund of deposit

**5. MUSEUM RESPONSIBILITIES:**

The museum will be responsible for striking and taking down the tent, ensuring a senior staff member is present on the grounds at all times during the event.

**6. RENTER RESPONSIBILITIES:**

It is the responsibility of the Renter to set up/take down all tables, chairs, catering services and procure food, drink, wedding service staff, photographers, bartenders, coat storage, decorations, flowers and associated goods and services or procure services to do so for the event.

**7. LIMITATIONS:**

The Renter(s) recognize that museum grounds are located across from residential properties and that all rentals are subject to a Special Events motion by Council. Due to the location of the museum, no rental period will go later then 11:00pm.

The Museum will make all possible efforts to ensure that, if barbeques are being used that propane tanks will be full, but in the case that during the use of the barbeque(s) by the Renter(s) the propane tank(s) are emptied, that it is the responsibility of the Renter(s) to refill the tank(s) and that charges for refilling emptied tank(s) left at the end of the event will be applied to the Renter's final invoice.

Some dates and/or times may not be available for wedding ceremonies and/or receptions due to prescheduled events. Booking is at the discretion of the Museum.

**8. INSURANCE:**

The renter will be responsible for paying an insurance premium for the use of the grounds and building. Insurance rates are paid separate from the rental fee.

**9. LIABILITY:**

The undersigned Renter hereby releases and agrees to save harmless and indemnify, the Penetanguishene Centennial Museum and the Corporation of the Town of Penetanguishene, its employees, officials, servants, agents and representatives from and against all claims, actions, costs, expenses, and demands in respect to death, injury, loss or damage to any person or property, howsoever caused, arising our of or in connection wit the Organizer's use of the facilities, and notwithstanding that same may have been contributed to or occasioned by the negligence of the said Penetanguishene Centennial Museum and Corporation or the Town of Penetanguishene, its employees, officials, servants, agents and representatives.

The undersigned hereby acknowledges and represents that the Renter has inspected the facility, is satisfied with its condition and its safety, and that it has liability insurance that will cover it in the events of injury or death or property damage that may be suffered by any person, arising our of or in connection with the Renter's administrators and assigns.

It is understood and agreed that this agreement is to be binding upon the Renter, its/his/her/their heirs, executors, administrators and assigns.

**10. FORCE MAJEURE:**

In the event that the performance of this agreement or any part thereof on the part of the Renter or the museum shall be delayed or prevented by an Act of God (excepting normal weather Canadian weather), physical

disability, the acts or regulations of any duly constituted public authorities, strikes, civil tumult, epidemic, interruption or delay of transportation services or other causes beyond their respective control, each shall be relieved of their respective obligations hereunder during the period such delay exists. It is understood and agreed that there shall be no claim for damages by either party hereto for any such prevention or delay.

**11. AMENDMENTS:**

All amendments and modifications of this agreement will be with the written consent of both parties.

In witness whereof the Renter has set its hand and seal by its authorized representative this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Museum Signature

\_\_\_\_\_  
Renter Signature  
(I have authority to bind the Renter)

Renter Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_