

COMMUNITY USE RENTAL AGREEMENT

Name of User: \_\_\_\_\_

Representative: \_\_\_\_\_

Purpose/Event: \_\_\_\_\_

No. of Attendees: \_\_\_\_\_

Date of Rental: \_\_\_\_\_

Start time: \_\_\_\_\_ End time: \_\_\_\_\_

Area(s) of Museum: \_\_\_\_\_

Additional Equipment: \_\_\_\_\_

Special Requests: \_\_\_\_\_

Cost:                      Rental Fee: \_\_\_\_\_  
                                  Additional Costs: \_\_\_\_\_  
                                  Deposit: \_\_\_\_\_  
                                  Total: \_\_\_\_\_                      Paid: \_\_\_\_\_

The undersigned hereby agree to, and undertake to abide by, the terms and conditions of this agreement as well as fully acknowledge and accept the waivers noted on the back of this form.

\_\_\_\_\_  
(On behalf of User)

\_\_\_\_\_  
(Dated)

\_\_\_\_\_  
Kara Burton, OMS Executive Director

\_\_\_\_\_  
(Dated)

## GUIDELINES AND PROCEDURES

The following guidelines and procedures apply to all rentals at the Osoyoos & District Museum and Archives:

1. Parties interested in renting space at the museum must contact the Executive Director at least two weeks in advance.
2. All requests and expectations need to be clarified, in writing, in advance of the event date.
3. Users acknowledge, and agree to abide by, the following:
  - a. Access and use is limited to the areas, equipment, supplies and services specified to in the rental agreement with the exception of washrooms.
  - b. Rentals during operating hours of the museum must accommodate the operation of the museum.
  - c. Rentals outside of operating hours (evenings, weekends, Statutory Holidays, etc.) are dependent on OMS staff availability.
  - d. The User is responsible for the conduct of participants at the event as well as for any damage or loss which may occur in relation to the event. The User and OMS representative will inspect the rental area before and after use.
  - e. The User is responsible for ensuring that appropriate liability insurance is in place for the event.
  - f. The User is responsible for required certificates such as FoodSafe and Serving It Right, as well as any required licensing including, but not limited to, liquor licensing, gaming licensing, music licensing, and food services. Copies must be provided to OMS Executive Director 48 hours prior to the event.
  - g. The User acknowledges that setting up, conducting the event, and clean-up (including garbage & recycling removal) is the responsibility of the user.
  - h. Signs, decorations, or any other item must not be attached to artifacts, exhibits, furnishings, walls, etc. without prior approval from OMS Executive Director.
  - i. Rental fees must be paid in full 48 hours prior to event.
  - j. The OMS reserves the right to require a damage deposit on all rental agreements.

## WAIVERS

Users acknowledge and agree to the following waivers as a part of the **Community Use Rental Agreement**:

1. **Indemnity:** The User will indemnify, and save harmless, the OMS from and against all losses, claims, actions, damages, liability and expenses arising from, or in connection with, the use of the facility by any participant or other person allowed into the museum in relation to the event. Furthermore, the User waives any and all claims for loss, damage, or liability issues, and agrees not to sue the OMS, its Directors or staff, for any personal injury, death, property damage or other loss sustained by anyone associated with the event.
2. **Insurance:** Any liability, or other relevant form of insurance, required for the event will be the responsibility of the User, and at the cost of the User.