

LUTZ MOUNTAIN HERITAGE MUSEUM & MEETING HOUSE RENTAL AGREEMENT

The Lutz Mountain Heritage Museum & Meeting House Rental Agreement reflects the desire of the Lutz Mountain Heritage Foundation Inc. to integrate public access by having the building and grounds open to community members as well as nonprofit and corporate groups. The users may utilize the rental space for weddings, celebrations, meetings, workshops or special functions. By signing this agreement, you are acknowledging and agreeing to the following conditions:

1. FACILITY DETAILS

- 1.1. **Parking Lot:** fully paved parking lot with wheelchair accessibility and parking for approximately 65 vehicles.
- 1.2. **Foyer:** 900 sq.ft. entrance area for guests. Includes coat rack. Wheelchair accessible washroom is accessible through the foyer. Allows for seating of up to 40 people.
- 1.3. **Event Hall:** 3000 sq.ft. with Xft ceilings. Allows for seating for up to 150 people.
- 1.4. **Commercial Kitchen:** 693 sq.ft. kitchen including two electric ranges, microwave, high temperature dishwasher, large prep space, proofer oven, and stainless-steel countertops.
- 1.5. **Meeting Room:** 300 Sq.ft. meeting room with seating for 15 people. Meeting room includes a TV capable of mirroring laptops for presentations.

2. FACILITY USAGE

Renter agrees that the use of the facility:

- 2.1. will be used only for the activities for which they have been designated. Renter will be held financially responsible for any damages to the facility and/or loss and replacement of any equipment provided by the facility as a result of their activity;
- 2.2. does not promote the discrimination against any person or group nor infringe upon the rights and privileges of others as applicable under legislation or law;
- 2.3. does not directly or indirectly violate any law, statute, regulation, by-law, enactment, policy, or otherwise, of Canada, of the Province of New Brunswick, and the city of Moncton.

2.4.

3. CONDITIONS OF RENTAL

- 3.1. Renter is responsible for leaving the facility in a clean and orderly condition. This includes the appropriate disposal of all garbage generated by the event following its conclusion. Failure to comply will result in the forfeiture of deposit.
- 3.2. No nails, staples, hooks, screws, adhesives or other material which could cause damage to the walls, windows, floors, and/or ceilings shall be used when decorating the facility. Renter will remove all decorations from the facility following the end of the event. Failure to comply will result in forfeiture of deposit.

- 3.3. The use of any substances which are difficult to pick up and/or clean up are prohibited from use within the facility and parking lots. This includes, but is not limited to, glitter, confetti, colour powder blasters, etc. Failure to comply will result in forfeiture of deposit.
- 3.4. The Lutz Mountain Heritage Museum & Meeting House is a non-smoking facility. Smoking and vaping, which includes tobacco, cannabis, e-juices for vaping devices, and all other substances are strictly prohibited within the building and parking lots. Renters are responsible for ensuring that guests follow laws as outlined in the *New Brunswick Smoke-Free Places Act*. Cigarette butts will be disposed of in the designated butt stop located in the back parking lot near rear entrances.
- 3.5. Renters are responsible for the conduct of all guests. Additionally, children must be under proper supervision at all times and confined to the areas rented. The cost of reparation for any damage caused to the facility, surrounding area, or properties by guests will be charged directly to the rental customer.
- 3.6. Renters and guests are strictly prohibited from entering Museum Facility for any reason, unless proper arrangements have been made with the Lutz Mountain Heritage Foundation prior to the beginning of the event. Renters will be held liable for any theft or damages to museum facilities, artifacts, or any other property.
- 3.7. Both back and front parking lots are available for use by Renters and their guests. The *New Brunswick Smoke-Free Places Act* as well as the *Liquor Control Act* are applicable to parking lot rentals. In addition to this, the Lutz Mountain Heritage Foundations does not assume responsibility for any accidents, damage, or theft which may occur to any vehicles, or other property, while on the property.
- 3.8. A Facility Supervisor, i.e. member of the Lutz Mountain Heritage Foundation, representative, staff, or volunteer must be present throughout the event.
- 3.9. Renters are responsible for following the City of Moncton By-law H-102 stating that no person may make a noise that is likely to cause a public nuisance or disturb residents of Moncton between 11pm and 7 am. Fines for violating this by-law are the responsibility of the Renter.
- 3.10. Use of barbeques will not be permitted inside of the facility under any circumstances. Barbeques shall be a minimum of 3 feet away from the building.
- 3.11. No property of the Lutz Mountain Heritage Foundation shall be taken outside.
- 3.12. Renters and their employees such as caterers, servers, agents etc. are responsible for the entire cost of replacing damaged, lost, or stolen items.

4. BOOKINGS, DEPOSITS, AND PAYMENTS

- 4.1. All prices, as outlined below, do not include HST. Due to the Lutz Mountain Heritage Foundation Inc.'s charitable status, HST is not applicable and will NOT be charged to the Renter. Prices as seen below are the full and total cost associated with each service.
- 4.2. The Lutz Mountain Heritage Foundation reserves the right at its own discretion to accept or reject any application of use for the facility or area under its jurisdiction.
- 4.3. Full day rentals may not exceed 8 hours. Should a Renter need more than 8 hours, the Renter will be charged an additional \$50.00 per hour for every hour that they exceed the 8 hour window.
- 4.4. Events are not to exceed designated times. Hours stated on the Agreement include time for set-up and clean-up and arranging for such set-up and clean-up is the Renters

- responsibility. All events must conclude, and the rental area be cleaned and vacated, by contracted ending time. Renter will be charged at an overtime fee each time they enter a new hour outside of contracted time. The fee will be \$50.00/ hour for the main event hall, \$35.00/hour for the meeting room, and \$25.00/hour for the kitchen. This overtime fee will be deducted from the damage deposit.
- 4.5. 100% of the cost of the deposit will be required at the time of booking. This will reserve the date and time of the event. Full remaining cost of rental is due no later than 10 days prior to the day of the scheduled event. Failure to pay the full remaining cost of the rental no later than 10 days prior to the day of scheduled event will result in the cancellation of event and forfeiture of deposit.
 - 4.6. Lutz Mountain Heritage Foundation staff will conduct a facility rental review prior to and following each rental. If the review has met the satisfaction of the Lutz Mountain Heritage Foundation, the deposit will be returned to Renter in the form of a cheque within two (2) weeks following the event. Should the review determine that the condition of the rental does not meet the satisfaction of the Lutz Mountain Heritage Foundation, the entire amount of deposit shall be retained by the Foundation. If it is determined that damage and/or cleaning required following the event is excessive, a quote for the repairs/cleaning/replacement of properties will be obtained and the Renter will be responsible for the cost.
 - 4.7. All fees, deposits, and records, including proof of insurance and permits, are due not later than 10 days prior to the scheduled event. Failure to comply with this deadline will result in the cancellation of the scheduled event, revocation of the Agreement, and forfeiture of all fees and deposits paid.
 - 4.8. Payment for the rented facilities can be made via credit card, debit card, or cheque.
 - 4.9. All cheques for rental must be made payable to the '**Lutz Mountain Heritage Foundation**' and can be mailed to the address above. Payment by cash or cheque can be made in person at the Meeting House during regular hours.
 - 4.10. Payments must be received prior to rental date, as outlined previously.

5. CANCELLATION POLICY

In the event that a Renter must cancel their booking, a written notice of cancellation must be provided to the Lutz Mountain Heritage Foundation by email at lutzmntnheritage@rogers.com *at least 10 days before* the scheduled rental. Should Renter provide sufficient notice of cancellation (i.e. no later than 10 days before the event), all funds will be returned to Renter. Cancellations which take place less than 10 days before the scheduled event will result in the loss of rental fee and deposit.

The Lutz Mountain Heritage Foundation reserves the right to cancel a rental under the following circumstances:

- Emergency conditions such as facility infrastructure failures (i.e., no electrical power, loss of heat, loss of water, etc.)

- Any condition, activity, action, or deed contrary to this rental policy, Lutz Mountain Heritage Museum & Meeting House guiding values or contract terms shall be sufficient cause or reason to disallow or cancel and or evict any Renter or guest thereof. The Facility Supervisor reserves the right to close the facility during a rental if he or she determines the situation to be unsafe.

The Lutz Mountain Heritage Foundation will not exercise this right unreasonably and without just cause. The foundation will provide Renters with as much notice as possible. The Lutz Mountain Heritage Foundation is not responsible or liable for any loss or damage suffered by the Renter as a result of the cancellation.

6. CONSUMPTION/SALE OF ALCOHOL AND SPECIAL OCCASION PERMIT HOLDERS

- 6.1. Renters wanting to serve alcohol at their event must obtain a *Special Occasion Permit* at their own expense. Alcohol will not be tolerated on premises unless proper permits have been obtained. Additionally, no alcohol may be consumed outside of the building unless noted in the permit, i.e. outdoor celebration. Events found to be in violation of this rule will result in immediate cancellation and forfeiture of all fees and deposits.
- 6.2. Special Occasion Permit signatory must attend the event and be responsible for making decisions regarding the operation of the event.
- 6.3. The Renter is responsible for the safety and sobriety of people attending the event as well as compliance with the *Liquor Control Act, RSNB 1973, c L-10* as outlined by the Government of New Brunswick.
- 6.4. It is mandatory that all bartenders and servers complete the “Responsible Beverage” training program as set out by the *Liquor Control Act, RSNB 1973, c L-10*. For more information visit training.aitnb.com.
- 6.5. The legal drinking age in New Brunswick is 19 years old. No persons under the age of 19 will be permitted to purchase, sell, serve, or consume alcoholic beverages on or in the facility premises.
- 6.6. It is the responsibility of the bartender to check the identification of any people they suspect are under the age of 19 years of age. Bartenders are responsible for knowing what constitutes a valid and legal form of photo identification.
- 6.7. No special sale of alcohol will be permitted, e.g. oversized drinks, double shots, etc.
- 6.8. Only Renters, groups, and/or organizations implementing a safe transportation strategy will be permitted to use the facilities for alcohol related functions.
- 6.9. A sober friend, and/or call a relative, or taxi will drive impaired individuals home.
- 6.10. The Renter is responsible for informing those attending their event of the taxi service available.

7. INSURANCE

- 7.1. It is mandatory that all Renters who choose to serve alcohol at their event obtain and maintain a Party and Alcohol Liability Insurance at their own expense, in a form satisfactory to the Lutz Mountain Heritage Foundation in an amount no less than \$2,000,000 (two million dollars) and provide evidence of this insurance no later than two (2) weeks prior to the scheduled date of the event. Such insurance shall not be cancelled

or permitted to lapse during the period in which the event takes place. The Lutz Mountain Heritage Foundation reserves the right to cancel any event which has not obtained proper liability insurance.

8. PRICING

- 8.1. All prices, as outlined below, do not include HST. Due to the Lutz Mountain Heritage Foundation Inc.'s charitable status, HST is not applicable and will NOT be charged to Renter. Prices as seen below are the full and total cost associated with each service.
- 8.2. Lutz Mountain Heritage Foundation Members receive a 15% discount on final rental total.

MAIN EVENT HALL

Hourly	\$50.00/hour
Daily (up to 8 hours)	\$350.00/day
Damage Deposit (refundable)	\$100.00
Use of Screen, Projector, Microphone	\$50.00/day
Use of Barbeque	\$30.00/day
Use of Kitchen Equipment (i.e. dishwasher, ovens, warming table, etc.)	\$75.00

MEETING ROOM

Hourly	\$35.00/hour
Daily (Up to 8 hours)	\$200.00/day
Damage Deposit (refundable)	\$75.00

FOYER *(only available for rent during evenings and on Sundays)*

Hourly	\$40.00/hour
Daily (up to 8 hours)	\$250.00/day
Damage Deposit (refundable)	\$50.00
Use of Kitchen Equipment (i.e. dishwasher, ovens, warming table, etc.)	\$75.00

COMMERCIAL KITCHEN

Half Day (up to 4 hours)	\$75.00
Daily (up to 8 hours)	\$125.00

9. FIRE SAFETY

- 9.1. The Renter will be responsible for knowing all locations of exits and fire pull stations.
- 9.2. The Renter will be responsible for evacuating all those present in an orderly fashion.
- 9.3. The Renter will be responsible for activating pull stations upon discovery of any smoke or fire
- 9.4. The Renter will be responsible for making sure that all exits and aisles are kept clear and free of obstacles.
- 9.5. Renter will be responsible for ensuring that no open flame such as, but not limited to, candles, sparklers and all forms of pyrotechnics (fireworks, etc.) are present inside the facility. Battery operated or LED candles are permitted.
- 9.6. The Renter will refrain from using unsafe electrical cords, or overloading outlets, and only utilize CSA-approved appliances and electrical equipment. This applies to all areas of the facility including the main event hall, foyer, meeting room, outside, and kitchen.
- 9.7. As outlined previously, the Renter is responsible for the conduct of all guests in their party. Renter will be held liable for any and all fees associated with any member of their party pulling the fire alarm without cause. This is in reference to pranks, jokes, malicious intent, etc.

INSTRUCTIONS TO TENANT/OCCUPANTS ON FIRE PROCEDURE

IF YOU DISCOVER FIRE:

- Leave the fire area immediately
- Close doors behind you
- Sound the alarm by pulling the nearest pull station
- Leave building via the nearest exit
- Call 911
- Know the correct building address (*Lutz Mountain Heritage Museum, 3143 Mountain Rd, Moncton E1G 2X1*)
- ALWAYS REMAIN CALM

IF YOU HEAR THE FIRE ALARM OR EQUIVALENT

- Leave the building via the nearest exit
- Close all doors behind you
- Try to bring your keys if you lock your door

- Call 911
- Know the correct building address (*Lutz Mountain Heritage Museum, 3143 Mountain Rd, Moncton E1G 2X1*)
- ALWAYS REMAIN CALM

10. HOLD HARMLESS

10.1. The Renter personally, and jointly, and severally, agrees to indemnify and hold harmless the Lutz Mountain Heritage Foundation, its directors, members, trustees, their heirs and successors according to law, individually or collectively, against any and all loss, claims, actions, damages, liabilities, injuries, afflictions, conditions, costs, and expenses, including legal fees, in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of any occurrence in, upon, or at the leased premises, or the Lutz Mountain Heritage Foundation or any part thereof, or occasioned wholly or in part by any act or omission of the Renter or by anyone permitted to be on the leased premises of the Lutz Mountain Heritage Foundation by the Renter. If the Lutz Mountain Heritage Foundation shall, without fault on its part, be made party to any litigation commenced by or against the Renter, then the Renter shall protect indemnity and hold the Lutz Mountain Heritage Foundation harmless and shall pay all costs expenses and reasonable legal fees incurred or paid by the Lutz Mountain Heritage Foundation in connection with such litigation. The Renter shall also pay all costs, expenses, and legal fees that may be incurred or paid by the Lutz Mountain Heritage Foundation in enforcing terms and covenants and conditions of this Agreement, unless a court of law shall decide otherwise.

I, as the Renter, have read and understood this agreement as outlined by the Lutz Mountain Heritage Museum & Meeting House and have accepted responsibility for the terms listed. I accept responsibility for any damages to equipment or the facility that occur in association with my use of the facility. I understand that the Facility Supervisor has the right to close the facility during a rental if he or she determines a situation to be unsafe.

Signature

Date

Signature of Facility Representative

Date