



Lutz Mountain Heritage Foundation Inc.

Address: 3143 Mountain Rd,
Moncton, NB E1G 2X1

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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 non-profit 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 Foyer: 900 sq.ft. entrance area for guests. Includes coat rack. Wheelchair accessible washroom is accessible through foyer.
- 1.2 Event Hall: 3000 sq.ft. with Xft ceilings. Allows for seating for up to 150 people.
- 1.3 Commercial Kitchen: 693 sq.ft. kitchen including two electric ranges, microwave, high temperature dishwasher, large prep space, proofer oven, and stainless-steel countertops.
- 1.4 Meeting Room: 300 Sq.ft. meeting room with seating for # of individuals.

1 FACILITY USAGE

Renter agrees that the use of the facility:



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- 1.1 does not conflict with the mission and values in accordance with the Foundation's rental policy on facilities use;
- 1.2 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;
- 1.3 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;
- 1.4 does not directly or indirectly violate of any law, statute, regulation, by-law, enactment, policy, or otherwise, of Canada, of the Province of New Brunswick, and the city of Moncton.

2. CONDITIONS OF RENTAL

- 2.1 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.
- 2.2 No nails, staples, hooks, screws, adhesives or other material which could cause damage to the walls, windows, floors, and ceilings shall be used when decorating the facility. Renter will remove all decoration from facility following the end of the event. Failure to comply will result in forfeiture of deposit.
- 2.3 The following is prohibited from use within the facility and parking lots: glitter, confetti, open flame candles, sparklers and all forms of pyrotechnics (fireworks, etc.). Battery operated or LED candles are permitted. Failure to comply will result in forfeiture of deposit.
- 2.4 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 outlined in the *New Brunswick Smoke-Free Places Act*.
- 2.5 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 by guests will be charged directly to the rental customer.
- 2.6 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 facility and artifacts.



Lutz Mountain Heritage Foundation Inc.

- 2.7 Renters wanting to serve alcohol must obtain a *Special Occasion Permit*. Renters are responsible for safe and appropriate serving/consumption of alcohol to their guest. 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.
- 2.8 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 while on the property.
- 2.9 Renters shall ensure that all fire exits are kept clear from obstructions throughout the entirety of the event. The renter will ensure that they have been made aware of all fire exits and safety procedures.
- 2.10 A Facility Supervisor, i.e. member of the Lutz Mountain Heritage Foundation, representative, staff, or volunteer must be present throughout the event.
- 2.11 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 vary from \$100 to \$1,070 and are the responsibility of the renter.
- 2.12 Use of barbeque will not be permitted inside of the facility under any circumstances. Barbeque can only be used outside and at least 10 feet from building.
- 2.13 The renter agrees to accept all responsibility and liability for all damages, injuries, afflictions or conditions occurring on, in or to the Lutz Mountain Heritage Museum premises and /or to any person, persons or property of any person or persons at, on or in the Lutz Mountain Heritage Foundation premises during the course of the event concerned, whether as a direct or indirect result of anyone or anything associated with the event concerned. This includes third parties, i.e. caterers, external event coordinators.
- 2.14 The Lutz Mountain Heritage Foundation Inc., its directors, members, trustees, their heirs and successors according to law, individually or collectively, will not be responsible or liable, in any way or manner, for any damages, injuries, afflictions or conditions occurring on, in or to the Lutz Mountain Heritage Museum premises and /or to any person, persons or property of any person or persons at, on or in the Lutz Mountain Heritage Museum premises during the course of the event concerned, whether as a direct or indirect result of anyone or anything associated with the event concerned.
- 2.15 50% of the cost of the rental will be required at the time of booking. This will reserve the date and time of event. Full remaining cost of rental and a refundable



Lutz Mountain Heritage Foundation Inc.

deposit of \$100.00 is due no later than 10 days prior to the day of the scheduled event.

3. 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 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 renter 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 the cancellation.

4. INSURANCE

5.1 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 **\$1,000,000/\$2,000,000** (one/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.



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Event Hall Rental Rates

Hourly (up to 4 hours)	\$50.00/hour
Daily (up to 8 hours)	\$350.00/day
Use of Kitchen	\$25.00/ Per Hour - Minimum of 4 hours \$175.00/ up to 8 hours
Damage Deposit (refundable)	\$100.00
Use of audio-visual equipment (includes screen, projector, microphone, and sound system)	\$30.00/day
Use of Barbeque	\$30.00/day

**** Members receive a 15% discount to final rental total.**

Meeting Room Rental Rates

Hourly (up to 4 hours)	\$35.00/hour
Daily (Up to 8 hours)	\$150.00/day
Use of Kitchen	\$75.00/ up to 4 hours \$125.00/ up to 8 hours
Damage Deposit (refundable)	\$75.00

**** Members receive a 25% discount to final rental total.**

Meeting Room Rental Rates

Half Day (4 hours)	\$35.00/hour
Daily (Up to 8 hours)	\$150.00/day
Use of Kitchen	\$75.00/ up to 4 hours \$125.00/ up to 8 hours
Damage Deposit (refundable)	\$75.00

**** Members receive a 25% discount to final rental total.**



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Note: All cheques for rental must be made payable to the ‘**Lutz Mountain Heritage Foundation Inc.**’ 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.

I, as the renter, have read and understood this agreement as outlined by the Lutz Mountain Heritage Museum & Meeting House and have accepted responsibility of 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

FACILITIES RENTAL AGREEMENT PART II

This agreement is between the renter identified below as the “Renter” and the Lutz Mountain Heritage Museum & Meeting House. The rules and regulations as noted above are incorporated into and made part of this agreement.

EVENT DATE: _____

Room(s) Requested (check all that apply):

Events Hall

Lobby

Museum Hall

Kitchen Facility

Meeting Room

Hours of Rental (including set-up and take-down): _____

Hours of Event: _____

RENTER

Name: _____



Lutz Mountain Heritage Foundation Inc.

Address: _____

Work Phone: _____ Home Phone: _____

Cell Phone: _____ Email: _____

If Renter is an entity, provide name of contact person:

EVENT COORDINATOR (If Applicable)

Name:

Address:

Work Phone: _____ Cell Phone: _____

_____ Email

: _____

Will the Renter or the Event Coordinator be the primary contact person?

—

EVENT

Description of Event: _____

Number of Attendees: _____ Is the Event Public: or Private:

EVENT ACTIVITIES

The following activities (such as catering, music, etc.) will be taking place during this event:
(fill in by the Renter):

—

Renter must provide insurance certificate for the following activities.



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It is the renter's responsibility to provide the Lutz Mountain Heritage Museum & Meeting House with such certificate(s) of insurance at least 30 days before the event is scheduled to occur. Failure to provide such a certificate and invoice may result in cancellation of your event by Lutz Mountain Heritage Museum & Meeting House, revocation of the Agreement, and forfeiture of all fees and deposits paid. (do we have our own insurance to cover rentals? Or is it the responsibility of renters?)

ALCOHOL (NO SALE OF ALCOHOL PERMITTED)

Will Alcohol be served? Yes: No:

If yes, is the renter's responsibility to acquire and pay for a *Special Occasion Permit* from New Brunswick Public Health.

AMENITIES

Please check any services or equipment you will need to your rental:

- | | | |
|---|---|--|
| <input type="checkbox"/> Projector/Screen | <input type="checkbox"/> Sound System | <input type="checkbox"/> Lighting |
| <input type="checkbox"/> Wi-Fi | <input type="checkbox"/> Kitchen Facilities | <input type="checkbox"/> Dishes & Flatware |
| <input type="checkbox"/> Tea & Coffee Service | <input type="checkbox"/> Table Linen | <input type="checkbox"/> In-House Catering |
| <input type="checkbox"/> Tables | <input type="checkbox"/> Seating | |
| # of Tables: _____ | # of Seats: _____ | |

**Please be sure to provide Lutz Mountain Heritage Foundation with room lay-out/ seating configuration.*

TOTAL COST

Facility to be Rented	Duration	Rate
Events Hall		
Meeting Room		
Kitchen Facilities		



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Extra Costs	N/A	
Deposit	N/A	
	Total:	

DECLARATION OF INTENT

1. A \$50 fee will be applied for each hour portion beyond the agreed Exit Facility time that the facilities is not vacated.
2. The Renter or contact person will be requested to supply a room lay-out or set-up instructions for all rooms
3. Seating capacities and cost breakdown for rooms will be supplies after the intial application for facility rental is submitted.

I, hereby make application to the Lutz Mountain Heritage Museum & Meeting House to rent their facility and equipment, with specified personnel and services, on date and at the rate as shown above, and I agree to the terms and conditions set out in the Lutz Mountain Heritage Museum & Meeting House Rental Agreement.

RENTER SIGNATURE

DATE
