

THIS PARTNERSHIP AGREEMENT
BETWEEN:

The Corporation of the City of Kawartha Lakes
(hereinafter referred to as “the Municipality”)
OF THE FIRST PART

- and -

Maryboro Lodge Museum Corporation
(hereinafter referred to as the “Operator”)
OF THE SECOND PART

WHEREAS in 1963, local volunteers secured the oldest remaining building in their community to open a museum and cultural space, vesting ownership in the property with the former Village of Fenelon Falls (now the Municipality);

AND WHEREAS the community volunteers created a collection of historical artifacts and records related to the heritage of the Kawartha Lakes region, which continues to be held in public trust and in ownership by the Municipality;

AND WHEREAS volunteers managed the facility and collection as a committee of Council until 2024, after which it was agreed that the volunteer committee should incorporate;

AND WHEREAS both partners wish to continue to maintain and operate this publicly-owned community museum and space for cultural activities;

AND WHEREAS the both partners wish to continue to maintain and facilitate this community-based delivery of museum service and collection maintenance for the public, while maintaining community traditions like afternoon tea;

AND WHEREAS both partners wish to continue to maintain, share with the public and celebrate the publicly-owned collection of historical artifacts and records within the museum for the benefit of the community;

AND WHEREAS the volunteers, when they were a Committee of Council, created an online museum that expands access to, and celebrates, the artifacts and records both locally and globally;

AND WHEREAS the Municipality and the Operator are both committed to, and responsible for the preservation, development, and study of artifact and archival collections and preservation of the heritage of Maryboro Lodge and adjacent ancient Oak Grove;

AND WHEREAS the Municipality is the owner of Maryboro Lodge located at 50 Oak Street (the “Facility”);

AND WHEREAS the Municipality is the owner of the museum collection, currently housed at the “Facility” and in off-site storage;

AND WHEREAS the Operator is a community based non-profit corporation incorporated under the Not-for-Profit Corporations Act of Ontario and whose members and directors receive no financial benefit from their participation;

AND WHEREAS the Operator provides programming within the Facility, and the day-to-day management, display and interpretation of the Collection.

IN CONSIDERATION of the mutual conditions and covenants contained herein and the provision of other valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

1.1 Definitions.

When used in this Agreement, the following terms shall have the following meanings:

- 1) “Board” means the Board of Directors of the Operator;
- 2) “Commencement Date” means the date of latter execution of this agreement;
- 3) “Council” means the Council of the City of Kawartha Lakes;
- 4) “Collection” means the body of material, artifacts and records held in trust for the public and owned by the Municipality;
- 5) “Collection Database” means the records that support the provenance of the Collection, including but not limited to ownership information, artifact history, legal documentation, and photographs;
- 6) “Collection Management” means whatever is done to develop, care for (store, conserve, preserve), and document museum objects, artifacts and archival records and make them accessible;
- 7) “Facility” means that property owned by the Municipality known as Maryboro Lodge, located at 50 Oak Street, exclusive of the adjacent ancient Oak Grove, adjacent rail trail, and adjacent Garnet Graham Park, as shown on Appendix A outlined in turquoise. Notwithstanding this definition, the Operator is entitled to use the larger area outlined in

black, being the area to the East of the trail and within Garnet Graham Park, for the purposes of Wednesday Afternoon Tea, which is regular programming and is not a special event requiring a Municipal Event Application.

8) “Fiscal Year” means the Municipality’s annual period ending on December 31 or such other period as the Municipality may establish upon notice to the Operator;

9) “General Maintenance” includes property maintenance such as interior cleaning, gardening, snow removal, lawn maintenance and waste removal;

10 “The Municipality” means The Corporation of the City of Kawartha Lakes;

11) “Municipal Liaison” means the Municipal representative(s) and contact(s) with the Operator, or their designate;

12) “Curatorial Services Lead” means the Municipal staff person responsible for the Municipality’s artifact collection, or their designate;

13) “Municipal Archivist” means the Municipal staff person responsible for the treatment and handling of the cultural archives of the Municipality’s, or their designate;

14) “Revenue” means all monies, proceeds, funds and revenues of every nature and kind received by the Operator in respect of the Collection and/or Facility, whether by way of fees paid for services provided in or from the Facility, or any part thereof, or by way of grants, gifts, sponsorships, bequests, donations; or any monies or proceeds derived by the Operator under any valid license of the Operator to operate any form of lottery scheme; or from any fund raising program or through any third party fee-for-service agreements;

15) “Operator” means Maryboro Lodge Museum Corporation, incorporated under the Not-for-Profit Corporations Act of Ontario.

16) “Storage Facility” means the building(s) owned by the Municipality and designated for storage of the Collection and non-exclusive use of the Operator (shared with the Municipality), including, but not limited to, the building located at 50 Oak Street and approved offsite municipal locations;

2. PURPOSE

2.1 The purpose of this Agreement is to formalize the terms and conditions by which the Operator will manage the Facility and oversee and conduct the day-to-day management, display and interpretation of the Collection on behalf of the Municipality.

2.2 The collection, stories and online museum are a community resource that will be as fully and freely publicly accessible as is practical, in perpetuity.

3. TERM and TERMINATION

3.1 Term. This Management Agreement shall begin on the Commencement Date and shall continue in force, unless earlier terminated as set out in section 3.2, in perpetuity unless amended or terminated on the consent of both parties.

It is the intent of the Municipality to continue to provide operational funding in support of the museum past the funding horizon shown set out at section 5.2. Accordingly, it is the intent of the Municipality to set out funding in its operating and capital budgets for future years. Upon consent of both parties, section 5.2 will be amended from time to time to set out updated and future funding forecasts.

3.2 Termination for Breach of the Agreement. In the event of a default by either the Operator or Municipality, the other party shall give written notice of the default, providing 90 days to remedy the default. Failure to remedy the breach within the 90 day period allows the non-defaulting party

3.2.1 Only once a concerted effort has been made by the parties to collaborate to find a resolution to issue(s) causing a breach of the Agreement, and informal mediation has been attempted, can a potential breach be considered by City of Kawartha Lakes Council. In this eventually, both parties will have the opportunity to present proposals to resolve the issue(s) and council will make a decision on how to proceed. Council may then decide to terminate the Agreement by resolution.

3.3 Dissolution. In the event the Operator is dissolved, there will be no further payments made by the Municipality in relation to this Agreement, and the Facility and Collection will immediately return to the direct care and control of the Municipality.

4. AUTHORITY

4.1 The Municipality hereby appoints the Operator, as a partner, to develop, manage, promote, operate and administer the Facility as a museum and community cultural space (operating online and in-person) and to manage the Collection for the Term and on the terms and conditions set out in this Agreement, and the Operator hereby accepts such appointment and agrees to exercise the powers and authority set out in this Agreement, and as limited by it, in a competent, efficient and economical manner.

4.2 The Municipality shall execute and provide to the Operator any document or other evidence which may be reasonably required by the Operator to demonstrate to third parties and funders the authority of the Operator as set out in this Agreement. For clarity, Maryboro Lodge Museum Corporation is the Municipality's designated Operator of the Maryboro Lodge Museum, and manager of the associated Collection, and is hereby authorized, subject to consultation with the Municipal Liaison, to make funding applications to fulfill these roles and responsibilities.

4.3 The Operator shall operate the Facility in compliance with all applicable laws and policies to ensure the safety of all persons present in the Facility and to preserve the Facility, ensuring their value does not diminish, and take all reasonable steps to safeguard the Facility and any assets associated with the Facility. This includes adherence to, and compliance with, the Ontario Heritage Act.

4.4 Limitation of Authority. Unless expressly authorized by prior written direction or approval of the Municipality, the Operator shall not have the authority to do any of the following:

- 1) Obtain capital grants without the consent of the City, whether secured or unsecured, or give grant options, rights of first refusal, deeds of trust, mortgages, pledges, security interests, or otherwise encumber the Facility or any portion thereof or any interest of the Municipality therein, or obtain replacements of any mortgage or mortgages;
- 2) Prepay in whole or in part, refinance, increase, modify, consolidate or extend any obligation affecting the Facility or any portion thereof, except to the extent contemplated and approved in writing by the Municipality;
- 3) Cause the Municipality to extend credit or to make loans or become a surety, guarantor, endorser or accommodation endorser for any person, firm or corporation;
- 4) Cause the Municipality to enter into any contracts with respect to the Facility, except as required to run programs, special events or as reasonably

contemplated within the scope of its authority pertaining to the management of the Collection;

5) Sell, lease, loan, exchange or convey the Facility or the Collection or any portion thereof;

6) Release, compromise, assign or transfer any claim, right, or benefit of the Municipality, except with the written authorization of the Municipality;

7) Allow a default judgement to be entered against the Facility or any assets associated with the Facility;

8) Modify, change or amend, in any material way, any drawings, maps, plans or specifications prepared for or in connection with the Facility;

9) Grant easements or other property rights in the Facility;

10) Purchase or sell any real property, including the Facility or any part thereof, on behalf of the Municipality;

11) Commence any litigation without first obtaining the consent of the Municipal Liaison.

5. MANAGEMENT FEE

5.1 Management Fee. The Municipality shall pay to the Operator an annual management fee, to be paid in semi-annual installments, in consideration of the services provided to the Municipality by the Operator.

5.2 Management Fee Amount. The amount of the management fee shall be in accordance with the approval by Council as part of the Municipal Annual Operating Budget. The amount of the fee for each of the fiscal years of 2025, 2026, 2027, 2028 and 2029 is \$175,000.00, to be paid in 2 installments annually of \$87,500.00 by January 31 and July 31. The Municipality may adjust the percentage of installment and payment schedule from time to time by agreement with the Operator.

5.3 Use of Management Fee. The Operator shall use the Management Fee to: Develop, manage, promote, operate and administer the Facility as a museum and cultural space, both in person and online; and for the day-to-day and long-term management, display and interpretation of the Collection. The Management Fee shall be used in accordance with the operating budget for the Facility, which will be provided to the Municipality in advance by the Operator on an annual basis.

6. ROLES AND RESPONSIBILITIES

6.1 Duties of the Municipality: The Municipal Liaison is accountable to ensure that the Operator and the Municipality are operating the Facility in accordance with this Agreement.

The Municipal Liaison shall:

- 1) Review annual report and provide financial feedback to the Operator;
- 2) Review and respond to issues related to the Facility or Operator, which require the approval of Council;
- 3) Consult with, and advise, the Operator of policies or capital projects specifically impacting the operation of the Facility, or management of the Collection;
- 4) Meet with the Operator at minimum once every three (3) months, either in person, via conference call or other means of electronic communication to share information and discuss issues related to the operation of the Facility; and
- 5) Respond to requests from the Operator in a timely manner and develop a plan of action to allow for effective operation of the Facility.

The Municipality is the approval authority for acquisition, deaccession and repatriation, in consultation with the operator. The Curatorial Services Lead and the Municipal Archivist, or designate(s) will provide professional assistance to the Operator to maintain the Collection in accordance with provincial and federal standards.

The Curatorial Services Lead and the Municipal Archivist, or designate(s) are responsible for providing professional advice to assist with the care of the Collection, and will:

- 1) Ensure that the storage facilities at the Facility (Maryboro Lodge Museum) and any offsite location(s) meet provincial and federal standards;
 - 1.1) Move items from private storage to the new offsite storage facility.
- 2) Provide conservation treatment for artifacts as required;
- 3) Provide training to the Operator as required, on proper procedures relating to the storing and conservation of artifacts;

4) Develop, update and oversee the implementation of the Municipality's Collections Management Policies; and

5) Advise the Board on Collections Management Policies for it to approve and implement, to ensure consistency between the policies of the municipality and operator. The municipality is required to ensure that all proposals align with provincial and federal standards.

The Curatorial Services Lead will provide the Operator with an annual report, outlining the acquisition, deaccession and repatriation objectives for the Operator. The Curatorial Services Lead will take the lead on repatriation initiatives.

6.2 Duties of the Operator

The Operator is responsible to:

- 1) provide day-to-day care of the Collection including the display and interpretation of the collection, both in person and on-line;
- 2) Manage on-site and off-site storage of the Collection, and coordinate access requests of Operator staff and volunteers;
- 3) provide special events, cultural programming and exhibits in the Facility;
- 4) notify the Municipality of artifacts requiring conservation treatment;
- 5) notify the Municipality of potential artifacts and archives for deaccession or repatriation from the Collection;
- 6) submit reports to the Municipal Liaison in accordance with this Agreement;
- 7) manage staff and volunteers to ensure oversight and effective operation of the Facility;
- 8) maintain the Maryboro Lodge website;
- 9) in consultation with the Municipal Liaison, apply for government funding or funding from various granting agencies;
- 10) apply for public and third party donations, issue tax receipts, maintain good books of accounts, obtain an annual audit or review engagement and submit annually in accordance with the Not-for-Profit Corporations Act requirements;
- 11) Assist members of the public in responding to research requests;

12) provide timely notice to the Municipality on any issues which affect the Facility and Storage Facility, including maintenance and repairs. The Operator may assist with maintenance and upgrades, by agreement;

13) display on the Operator's website that Maryboro Lodge is held in trust and owned by the Municipality for the benefit of the community and that the Municipality provides operational funding and support to the Operator, while explaining that public donations are needed to continue operations;

14) display on formal donation agreements that the donation is for the purposes of the Maryboro Lodge Museum, and to also to the benefit of the City of Kawartha Lakes; and

15) Follow the Municipality's Artifact Policy, and recommend additional policies and procedures that are appropriate and unique to the Maryboro Lodge Museum and Collection.

16) The Operator may move items between exhibitions and storage, as necessary for operations.

17) The Operator may deposit non-collection items (i.e. digital files, videos and images) with the municipality for long-term preservation, with the agreement of the City.

18) Develop the Collection by mutual agreement with the City;

19) Develop, update, and supervise the implementation of museum policies, management directives, and standard operating procedures, including but not limited to: the scope and rationale of the collection, the exhibition policy, education policy, inclusivity, transfer/repatriation of artifacts; loan policies and management directives, which policies shall not conflict with City policy;

20) Accession new acquisitions as they are received, in consultation with the City.

6.3 Shared Responsibilities

The Operator shall be responsible for maintaining a collections management database, in keeping with provincial and federal museum standards, that will include at minimum the following variables: Name, description, age (if known), source (if known), location and duration of time on exhibition. Prior to the start of the Term, the Operator has lacked the resources to implement location tracking for artifacts. The Operator will devote a staff member (or staff members) to catalogue this information, and the

Curatorial Services Lead and the Municipal Archivist will devote sufficient attention to assist in a partnership capacity to this task. It is acknowledged that it will take time to complete this task.

The Operator and Municipality will share information with each other, as more fully outlined in Appendix B.

7. FINANCES

7.1 Revenues. Any and all revenues derived from any and all activities within or under the auspices of the Operator, including any federal or provincial government funding received by the Operator for the operation of a museum, and including private and third party funding, are the property of the Operator, and shall be used for the operation, promotion, development, administration, and management of the Facility as a museum and cultural space as contemplated by this Agreement. The Operator may partner with organizations to offer public programming at other venues. The Municipality and the Operator agree that the Facility shall be operated in a prudent and fiscally responsible manner and meet the needs of the community at large.

8. RESPONSIBILITY FOR COSTS

8.1 Operator: Except where otherwise stated in this Agreement, the Operator shall be responsible for and agrees to pay all costs associated with the management, operation, and administration of the Facility in accordance with and subject to the terms and conditions of this Agreement, including, but not limited to, the following costs:

- 1) staffing (employees and volunteers);
- 2) programming;
- 3) on site supplies;
- 4) permits and licenses;
- 5) auditor expenses related to the annual audit or review engagement and Canada Revenue Agency filings;
- 6) Interior cleaning, painting
- 7) legal expenses associated with the operation of the corporation, such as filing documentation in the provincial registry;

- 8) Phone and internet; and
- 9) insurance costs.

8.2 Municipality. The Municipality shall be responsible for and agrees to pay all costs associated with:

- 1) capital repairs to the Facility;
- 2) utilities for the Facility (exclusive of phone and internet);
- 3) provision of dedicated off-site Storage Facility(s), following best practices
- 4) grass cutting, and tree maintenance, snow removal, and waste removal;
- 5) maintenance of signage in consultation with the Operator;
- 6) insurance for the Facility and Collection; and
- 7) property taxes (if applicable).

9. ASSETS

9.1 Access to Physical Assets. A copy of all records, reports, books of account and other documents and materials relating to the operation and maintenance of the Facility, the Collection or the Storage Facility shall be made available to the Municipality for inspection, upon reasonable request.

9.2 Ownership of. Assets purchased by the Operator within the term of the Agreement become the assets of the Municipality, including but not limited to:

1. Programming supplies (i.e. Christmas decorations, interactive activities);
2. Exhibition supplies; and
3. Assets necessary for the care and display of the Collection, such as display cases.

9.3 Financial Assets. The Municipality has transferred \$20,000.00 from the bank account of the Fenelon Falls Museum Board Committee of Council to the Operator. The Operator has invested these funds in a GIC to provide operational collateral for the Operator. This GIC will constitute revenue within the meaning of section 7.1 and will be used in accordance with that section.

9.4 Intellectual Property Ownership. The Maryboro Lodge website is owned and operated by the Operator. Intellectual Property created for and on this website, including those existing at the time of the commencement of the Term (the Operator advises that there is none; the authors' rights to their work have not been extinguished, and they may revise and/or update their works and publish these materials elsewhere), and those developed during the Term, are assets owned by the Municipality. Associated revenues belong to the Operator.

10. REPORTING

10.1 Collection Recommendations: Submission of potential deaccession, transfer, or conservation treatment of any items of the Collection will be provided to the Municipal Liaison on an ongoing basis. When items are loaned to other facilities, the Operator will maintain records of these loans, and submit the record to the Municipality annually.

10.2 Annual Reports. The Operator shall provide an annual written report to Council, through the Municipal Liaison, by the end of Q1 each year, including the achievements from the previous year that have been supported in whole or in part by the Management Fee, and other grants and revenues secured within that fiscal year. The annual written report will follow the reporting requirements of the Ontario Museum Association and the Kawartha Lakes Economic Development Fund Cultural Facilities Operating Grant.

10.3 Financial Reporting: By the end of Q1 each calendar year, the Operator will provide an unaudited financial statement to the Municipality. The Operator will have its accounts audited or reviewed annually by a chartered accountant. A copy of the audit or review engagement will be provided to the Municipality when it is completed by the auditor. The Operator's audited or reviewed financial statements will be available to the Municipality's auditors for audit purposes. The Municipality will provide the society with a list of all payments made in the previous year, indicating if each payment relates to a particular grant by January 15 of the following year.

11. PURCHASING POLICY

11.1 Procurement. The Operator shall adopt and follow a purchasing policy for the purchase of all goods, supplies and services of a non-capital nature for the Facility. The parties hereby acknowledge and agree that the Operator is not an agent of the Municipality for the purposes of procurement.

12. FACILITY ALTERATIONS

12.1 The Municipality will maintain the exterior signage on the grounds and building, including the lettering “MUSEUM” on the gable ends. The municipality will also be responsible for maintaining the windows and exterior woodwork that are architectural features of the building.

12.2 The Municipality and Operator agree to cooperate to preserve the historic features of the site including:

1. The exterior plaster/stucco finish
2. The stacked deal (or stacked plank) structure of the building
3. The Blythe butternut panelling
4. The Wallis coats of arms on gable ends
5. The original soffit, fascia, windows and doors, including the French parlour doors
6. The original floors in the back parlour, dining room, summer kitchen, second storey hall, bedrooms and old office
7. The shutters
8. The root cellar
9. The school house
10. The carriage house
11. The two original staircases
12. The ancient oak grove
13. The original panelling in the front hall and washroom, and wainscotting in summer kitchen
14. The reproduction butternut panelling and clear pine flooring in the Langton Gallery
15. Original paint colours

12.3 The Operator shall prepare and present to the Municipal Liaison and Building and Property for their consideration and response, an annual recommended list of proposed capital improvements and other capital expenditures relating to the Facility, for consideration and subsequent inclusion in future year budgets of the Municipality, by June 30 of the previous year. The Municipality will consider capital improvements relating to programming needs. No substantial alterations to the Facility shall be undertaken by the Operator, without Municipal approval. The Municipality will consult with the Operator on all plans. As far as practical, capital projects will be scheduled outside of periods of peak public use (June 15 to Labour Day).

12.4 The Municipality shall be responsible for ensuring that the kitchen meets Health Unit Requirements.

12.5 The Municipality shall be responsible for ensuring that the facility has adequate accessible washrooms.

12.6 The Municipality shall maintain the ancient oak grove.

13. FACILITY LEASES

13.1 The Municipality, via its agent the Operator, is the exclusive user of the Facility, including associated grounds.

13.2 The Operator shall not enter into any rental agreement/lease affecting the Facility unless the Municipality has provided prior written approval of such agreement, excepting for special events and programming.

13.3 Leases or short-term rentals of space, and sponsorship agreements will only be with groups and organizations that do not conflict with the Municipal corporate policies.

14. INSURANCE

14.1 Municipal Insurance Responsibilities

14.1.1 Property Insurance – The Municipality will insure all real and personal property that are owned by the Municipality or for which the Municipality is legally responsible including coverage for the inventory and collection. This coverage insures for all risks of direct physical loss or damage including but not limited to fire plus many other hazards including windstorm and lightning.

14.1.2 Commercial General Liability (CGL) - The Municipality will provide insurance coverage related to legal liability imposed upon the Municipality for its negligent act that causes bodily injury and/or property damage to a Third Party arising from entering onto, leaving or while on Municipal premises, any products sold, or other Municipal operations, including programs. The Municipality does not provide Commercial General Liability insurance coverage for the negligence arising out of the Operator's programs or the activities thereof.

14.1.3 Boiler & Machinery (Accident to an Object) - The Municipality will provide insurance coverage against the sudden and accidental damage of pressure vessels, mechanical and electrical equipment owned and maintained by the Municipality. Coverage can extend to certain damage to air conditioning and refrigeration equipment, electrical panels, transformers, pumps, motors, compressors and generators also owned and maintained by the Municipality. Coverage also includes explosion and other accidental damage to boilers, hot water tanks of all types and resulting damage to other property.

14.2 The Operator's Insurance Responsibilities

14.2.1 The Operator is required to provide a Certificate of Insurance to the Municipality within 90 days of signing the Management Agreement, as well as upon expiry or renewal of the policy thereafter. This certificate will be submitted to the Municipal Liaison. The Corporation of the City of Kawartha Lakes is to be named on the Insurance Certificate as an Additional Named Insured.

14.2.2 Commercial General Liability (CGL) - The Operator is required to obtain insurance coverage in respect of legal liability imposed upon the Operator for its negligent act that causes bodily injury and/or property damage to a Third Party arising from entering onto, leaving or while at the Facilities, any products sold by or other operations of the Operator.

The Operator is required to obtain a minimum coverage limit of Two Million dollars (\$2,000,000.00), unless alcohol is regularly served onsite by the Operator. If alcohol is regularly served on site by the Operator, then the Commercial General Liability limits are increased to Five Million Dollars (\$5,000,000.00). If alcohol is served on-site in conjunction with third-party events that are approved by the Municipality, then Two Million dollars (\$2,000,000.00) insurance is sufficient.

14.2.3 Insurance Related to Special Events – see section 16.

14.2.4 Given the long nature of this agreement, the Operator acknowledges that the Municipality has the option to amend these requirements on written advance notice of 6 months’.

14.3 Suits and Claims - The Operator shall notify the Municipality in writing as soon as possible after the Operator becomes aware of any claim or possible claim against the Operator and/or the Municipality that involves the Facility or the Collection. The Operator shall notify the Municipality in writing as soon as possible after it becomes aware of any injury occurring in, on or about the Facility, which could reasonably be expected to result in a claim being made against the Municipality or the Operator and of all claims against the Municipality and/or the Operator that involve the Facility or the Collection. The Operator shall take no steps (such as the admission of liability) that would operate to bar the Municipality from obtaining any protection afforded by any policies of insurance it may hold or which will operate to prejudice the defence in any legal proceeding involving the Municipality or the Facility, or otherwise prevent the Municipality from protecting itself against any such claim, demand or legal proceeding. The Operator shall cooperate fully with the Municipality in the defence of any claim, demand or legal proceeding.

15. LICENSES AND PERMITS

15.1 The Operator shall obtain and renew as necessary all licenses, permits and approvals which may be required in connection with the operation and maintenance of the Facilities. The Operator shall at all times comply with the conditions of such licenses, permits and approvals and shall comply with and observe all laws, by-laws and regulations applicable to the Facilities and the operation thereof (i.e. certificates, consents, licenses, third party leases, permits and qualifications and the Health & Safety Act or orders of any Governmental Authority by applicable laws).

16. EVENT BOOKINGS AND INSURANCE REQUIREMENTS

16.1 The Operator will work with the Municipal Liaison to book Garnet Graham Park or the Victoria Rail Trail for public events.

If a third-party special event organizer wishes to book Garnet Graham Park or the Victoria Rail Trail and Maryboro Lodge Museum, and provided that the space is not already booked, the parties will cooperate in facilitating the event per the municipal event application process, using the Municipality’s application.

The Operator will inform the Municipal Liaison of the schedule of events at the facility. It will work with the Municipal Liaison to submit special events permits for Canada Day, KidsFest and any other event that requires Garnet Graham Park or the Victoria Rail Trail, or for any event involving fireworks, bouncy castles or alcohol vendors.

Amplified sound is a regular part of Operator programming (including but not limited to concerts, karaoke, open mics, sing-a-longs, electric piano performances, recitals, and announcements of upcoming activities). The Operator will advise the Municipal Liaison of this programming. Special events permits are not required for this regular daily programming. Since the Operator has its own insurance, it may serve as its own sound technician.

The Municipality will inform the Operator of bookings in Garnet Graham Park via email at curator@maryboro.ca.

The Operator will be responsible for obtaining proof of insurance coverage from each of its high-risk vendors (i.e. fireworks, alcohol vendors, for example), for both itself and for the Municipality, in advance of each event.

The Operator will run KidsFest (Friday to Sunday of Labour Day weekend) and Canada Day annually at the Facility and Garnet Graham Park. The Municipality will reserve Garnet Graham Park for these events. It is agreed by both parties that the park will continue to be accessible to members of the general public free of charge during the event. Since the events are offered free of charge for general public benefit, both will be deemed by the municipality to be free events, and booking fees will be waived.

Subject to other programming and event bookings, the Municipality may book Maryboro Lodge Museum for events free of charge.

16.2 Locates. The Operator is responsible for obtaining locates when it will be digging for construction purposes, for example – erect fences or erect stages or bleachers or for disturbances of the ground deeper than six inches, excluding gardening in existing gardens, the maintenance of existing trees, and activities where material has been placed for the purposes of digging (i.e. sand boxes).

17. EMPLOYEES AND VOLUNTEERS

17.1 Curator and Collections Manager. The Operator shall select and employ competent and qualified person or persons to execute the duties of a Collections Manager and Curator as assigned by the Operator's Board of Directors to supervise and manage the day-to-day operations of the Facility the day-to-day and long-term management, display and interpretation of the Collection.

17.2 Personnel of the Operator. All personnel employed by the Operator in the administration and operations of the Facility, including, without limitation to the foregoing, the Manager, students and interns, are selected for employment by and will be employees or contractors of the Operator, and shall under no circumstances or at any time be deemed or implied to be employees of the Municipality. The Operator shall be solely responsible for the hire, dismissal, control, direction, supervision, instruction, and training of its employees. The wages, salaries and benefits of such employees are the responsibility of the Operator and shall be paid directly by the Operator. The entirety of the foregoing shall be a term of employment for anyone employed by the Operator.

17.3 The Operator shall continue to be responsible for the development of employment policies, and will ensure appropriate coverage for Workers' Compensation purposes, statutory payroll deductions and remittance to appropriate taxing authorities. The Operator shall ensure that fidelity bonds, criminal records checks and sex-abuse registry records have been obtained and are in place in respect of all employees and volunteers at the Facilities where required by law or otherwise prudent or applicable, such as when employees are dealing with cash or working with vulnerable populations. The Operator will take all measures required in compliance with the Occupational Health and Safety Act to ensure the safety of employees and onsite contract workers.

18. MANDATE and STATUS

18.1 During the term of this agreement, the Operator shall carry on no business other than that of developing, managing, promoting, operating and administering the Facility as a museum, providing cultural programming to the community, and the day-to-day and long term management, display and interpretation of the Collection. The Operator may partner with other organizations to offer programming at other venues. It may also partner with other organizations to exhibit, interpret or make historical collections publicly accessible.

18.2 The Operator is and shall remain during the Term of this Agreement and during any period of renewal thereof, organized and operated solely for a purpose other than profit, with no compensation to be paid to the directors and officers.

19. ACCESS TO THE FACILITY AND COLLECTION

19.1 Facility Inspection. The Municipality shall be able to access the Facility, with reasonable notice, for the purpose of completing an independent building inspection report or report. When responding to facility-related emergencies, no notice is required to the Operator for the Municipality to access the Property.

19.2 Collection Inspection. The Municipality shall be able to access the Facility, Storage Facilities, and records of the Operator with reasonable notice, for the purpose of completing an independent compliance audit report.

20. GENERAL TERMS AND CONDITIONS

20.1 Amendment. This Agreement shall only be amended by written agreement signed by both parties.

20.2 Review: The parties will review the agreement every five years and propose any relevant revisions. The review should be started at the beginning of the final year of the agreement, with the intent of having the new agreement in place before the existing agreement expires.

20.3 Notice. All legal notices, demands, requests, approvals or other communication of any kind which the parties may be required or may desire to serve on each other in connection with this Agreement shall be delivered by email to:

City of Kawartha Lakes

Municipal Liaison

Manager, Economic Development
Rebecca Mustard
705-879-8454
rmustard@kawarthalakes.ca

Curatorial Services Lead:

Laura Love
705-324-9411x2151
Llove@kawarthalakes.ca

Municipal Archivist:

Angela Fornelli
705-324-9411 x 1136
Afornelli@kawarthalakes.ca

Building and Property:
Manager, Building & Property
James Smith
705-324-9411 x 2327
Jdsmith@kawarthalakes.ca

Maryboro Lodge Museum Corporation
Debbie Spivey
705-886-0252
spiveydebbie@hotmail.com

Or as may be amended from time to time by written notice to the other party.

20.4 Waiver. No failure by a party to exercise any right under this Agreement or to insist upon full compliance by the other party as to its obligations under this Agreement will constitute a waiver of any provision of this Agreement. Headings contained herein are included solely for convenience and shall not be considered part of this Agreement.

20.5 Assignment and Inurement. Neither party may assign their rights or obligations under this Agreement without the prior written consent of the other party. This Agreement ensures to the benefit of and binds the parties and their respective successors and permitted assigns.

20.6 Severability. Should any part of this Agreement be determined to be void by a competent judicial or legislative authority, the remainder shall be valid and enforceable.

20.7 Governing Law. This Agreement shall be governed by the law of the Province of Ontario.

20.8 Electronic Execution. This Agreement may be executed electronically, and wet signatures may be sent by electronic means. In each case, the agreement will be treated as an original.

The Parties have executed the Agreement on the dates set out below:

Maryboro Lodge Museum Corporation

Date

Wayne Hutchinson, Chair

“I have authority to bind the Corporation.”

DRAFT

Corporation of the City of Kawartha Lakes

Date

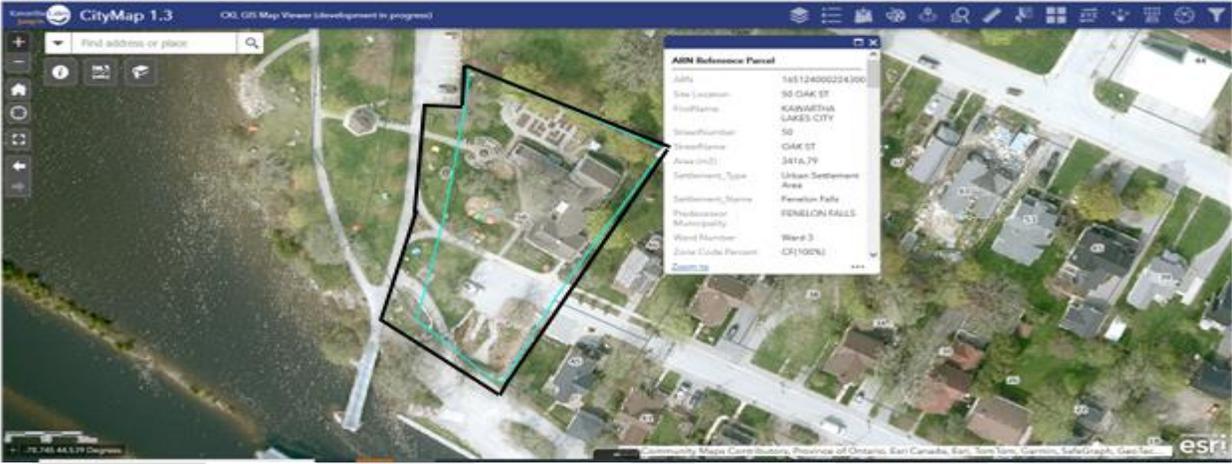
Doug Elmslie, Mayor

Date

Cathie Ritchie, Clerk

“We have authority to bind the City pursuant to
Council Resolution CR2025-_____”

Appendix A – Maryboro Lodge Facility



DRAFT

Appendix B – Municipality and Operator Responsibilities

Respecting Sharing of Information

A) The Operator agrees that the Maryboro Lodge Museum collection is fully accessible to the Municipality for study and exhibition purposes. The Municipality is welcome to exhibit any artifact that is not on display at the museum. The Municipality may reproduce images from the Maryboro Lodge Museum Collection and stories that are published on the Operator website. The Operator may borrow other artifacts (subject to use in other locations) that are owned by the Municipality for its exhibitions and shall have full access to the Municipality's collections and historical records for research and exhibition purposes, subject to privacy restrictions. The Operator may reproduce images owned by the Municipality for its exhibitions.

B) Anne Langton is widely seen as a founding figure of the village of Fenelon Falls and has enduring local significance, reflected in the fact that community volunteers helped construct the Anne Langton Gallery at Maryboro Lodge Museum specifically to exhibit her work. The Municipality agrees to loan the collection of Anne's art for exhibition, and to make high resolution digital copies available for both in-person and online exhibition. Both parties agree that Anne Langton's art should be exhibited in a way that ensures its long-term preservation.

C) The Operator will provide the Municipality with a copy of its collections database (including the variables: Name, description, age (if known), source (if known) and location, plus all new donor forms, by May 31 for the previous year, including items where additional research or consultation with the donor is needed to complete the accession process. The Municipality will provide a copy of its artifact holdings to the Operator, following the same schedule.