



MEMORANDUM OF UNDERSTANDING

MEMORANDUM

Dated: March 23, 2018

Between:

Musical Muskrat Festival Committee

AND

Township of North Huron

STATEMENT

The purpose of this Memorandum of Understanding is to define the roles and responsibilities of the Musical Muskrat Festival Committee.

WHERE AS:

The "Musical Muskrat Festival Committee" is an informal committee of volunteers, providing the local community with an annual special event called the Musical Muskrat Festival. The purpose of the group is to organize and implement the Musical Muskrat Festival. For clarity, the Musical Muskrat Festival Committee is not a Committee of Council.

THIS MEMORANDUM OF UNDERSTANDING (MOU)

1. COMMENCEMENT

The MOU becomes effective when signed and dated by both parties.

2. DURATION

This MOU will continue indefinitely until terminated in accordance with Section 8 or until such time as the Musical Muskrat Festival Committee ceases to exist, or until such time as a revision of this Memorandum of Understanding is signed by both parties, replacing this MOU agreement.

3. MODIFICATIONS

Additions or modifications to this MOU must be made in writing and signed by the authorized representatives of both parties.

1. INTENT OF THIS MOU:

- The purpose of this Memorandum is to provide a framework for the relationship between the Musical Muskrat Festival Committee and the Township of North Huron.

2. THE ROLE OF MUSICAL MUSKRAT FESTIVAL COMMITTEE

- The Committee will ensure members and additional volunteers are made aware of any risks associated with working for a special event committee, and provide necessary training for the safety of all committee members and volunteers.
- The Committee will identify and communicate any damages, safety concerns or vandalism to the North Huron Recreation and Facilities department primary contact.

3. RESPONSIBILITIES OF THE MUSKRAT FESTIVAL COMMITTEE

- Set-up and Take-down of the North Huron Snow Fencing. Fencing to be placed in an agreed upon location for North Huron staff to pick up on Monday morning.
- Recruitment and scheduling of all volunteers. These are volunteers of the Musical Muskrat Festival, not North Huron volunteers. Volunteers must be covered for liability under the Musical Muskrat Festival liability insurance policy.
- The committee will be responsible for the security and use of the Optimist Booth. Key access only for direct water supply from the Booth and Bathrooms. If the Booth is operating under a third party formal group agreement this request must be agreed upon by all parties.
- All Vendors must apply for a Licensing Permit (Bylaw NO. 17-2018) from the Township of North Huron.
- The committee must apply for any required tent permits from the Township of North Huron.
- The event is responsible for the collection and removal of garbage and recycling for the event. Garbage can be deposited into the North Huron Westcast Community Complex bins, located at the rear of the building at 99 Kerr Dr. The recycling will be collected and deposited by the committee in an agreed location.
- To pay all damages to the facilities and/or furnishings arising from the use of same as granted by the Township of North Huron.
- To comply with all Federal, Provincial and Municipal By-Laws and resolutions particularly those pertaining to games of chance, lotteries, gambling, special events, and alcoholic beverages;
- The Muskrat Festival Committee is responsible for the conduct and supervision of all persons admitted to the facilities and shall see that all regulations are strictly enforced;

- To ensure that all persons admitted to the function being held vacated the permitted facilities and that all privately-owned property and personal affects have been removed by the time specified. Return the facilities to the Township in the condition they were prior to the event.

4. RESPONSIBILITIES OF THE TOWNSHIP POF NORTH HURON

- Rental Fees waived for the for the Riverside Park and Ball Diamond areas.
- If the Musical Muskrat Festival is inviting any food or other vendors they must agree to comply with the Licensing BY-LAW NO. 17-2018. Related fees are outlined in the by-law. The by-law currently waives the fees for this type of event.
- Supply as many garbage and recycling bins as possible. Any additional bins required is at the expense of the event committee.
- Recycling will be picked up from a designated location by the Township of North Huron.
- When possible, the advertising highway banner will be hung by the Township one month prior to the event. This condition is met by the Township if the boom rental equipment is already being rented by the Township for another purpose. If the boom lift equipment is not available, the committee may request to have the banner hung by the Township, but the cost of the boom truck rental will be at the expense of the committee or the schedule will be adjusted.
- Fees waived for up to two Tent Permits.
- Continued use of storage at the Galbraith Soccer Field shed facility, as long as the Township leases the facility.
- Supply Snow Fencing owned by the Township of North Huron.

5. INDEMNITY

- The Musical Muskrat Festival shall indemnify the Township of North Huron from fines, suits, claims, demands from any loss, damage, or injury suffered by any Committee/Volunteer member resulting from negligence, willful misconduct or default on the part of the Musical Muskrat Festival.

6. INSURANCE

- The Musical Muskrat Festival will obtain its' liability insurance coverage. Annually the Musical Muskrat Festival will provide the Township of North Huron with a' proof of insurance certificate', naming the Township of North Huron as an additional insured.
- General Liability insurance is required for Musical Muskrat Festival with minimum \$5,000,000 limit per occurrence for bodily injury or property damage, showing the Corporation of the Township of North Huron as additional insured and containing cross liability/severability if interest clause.
- Insurance for all equipment rented by Musical Muskrat Festival must be covered by the insurance policy.
- Actions of all Musical Muskrat Festival committee members and volunteers must be covered under the General Liability policy.
- Vendors and suppliers of the Musical Muskrat Festival event, must show proof of their own General Liability insurance with minimum \$2,000,000 limit per occurrence for bodily or property damage, showing the Corporation of the Township of North Huron as additional insured.
- Submit the proof of insurance certificate(s) for review by the Township insurance company to confirm coverage at least 30 days prior to the event.

6. NOTICES

- Notices must be in writing, signed by, or on behalf of the sender. The notices must be addressed to the recipient and delivered to the recipient's address either by pre-paid mail, facsimile or email. Any facsimile or email delivery requires confirmation of receipt by the sender.

7. DISPUTE RESOLUTION

- If a dispute arises regarding the intention and or interpretation of this MOU, the issue shall be resolved between The Musical Muskrat Festival and the Director of Recreation and Facilities of the Township of North Huron through a discussion. If a resolution cannot be reached, the dispute can be referred to the Council of the Township of North Huron for a decision. Both parties, (the Musical Muskrat Festival and the Director of Recreation and Facilities of the Township of North Huron) can request the intervention of the Council.

8. TERMINATION

- Either party may terminate this arrangement without cause, by giving at least three (3) months' notice, or any period as may be mutually agreed to, with written notice to the other party.

EXECUTED AS A MEMORANDUM OF UNDERSTANDING

SIGNED for and on behalf of

THE MUSKRAT MUSICAL FESTIVAL
By

_____ Date: _____
Rob Wheeler, Co-Chair

_____ Date: _____
Melinda Wheeler, Co-Chair

_____ Date: _____
Witness

Print Name: _____

SIGNED for and on behalf of

THE TOWNSHIP OF NORTH HURON

_____ Date: _____
Neil Vincent, Reeve

_____ Date: _____
Richard Al, Clerk

_____ Date: _____
Witness

Print Name: _____