

## *Ermatinger•Clergue National Historic Site*

**Written:** August 1990  
**Revised:** January 2000  
**Revised:** September 2003  
**Revised:** September 2006  
**Revised:** January 2015

### **1.0 POLICY STATEMENT**

The Building and Site Use Policy of the Ermatinger•Clergue National Historic Site will govern the public use of the Heritage Discovery Centre, Ermatinger Old Stone House, its properties, the Clergue Blockhouse, as assigned to the Historic Sites Board, outside of the regular interpretive programming.

The Site will be open to the public according to a pre-determined and publicized schedule. Access to the Site and its properties will be covered by a contract setting forth user rights, responsibilities and restrictions. Rules regarding access to the Site, its properties and the collection will be strictly enforced.

#### **Definitions**

- 1.1 The Historic Sites Board (HSB) shall be referred to as the *Board*.
- 1.2 The Ermatinger•Clergue National Historic Site shall be referred to as the *Site*.
- 1.3 The Heritage Discovery Centre shall be referred to as the *HDC*.
- 1.4 The Ermatinger Old Stone House shall be referred to as the *E.O.S.H.*
- 1.5 The Frances H. Clergue Blockhouse shall be referred to as the *Clergue Blockhouse*.

- 1.6 The City Council of the City of Sault Ste. Marie shall be referred to as the *Council*.
- 1.7 The Corporation of the City of Sault Ste. Marie shall be referred to as the *City*.
- 1.8 Ethical behavior will be consistent with the established professional standards and ethics as stated in the Ethical Guidelines (Canadian Museums Association), and are consistent with the policies of the City and particular the Employee Code of Conduct.

## **2.0 SPECIAL ACCESS TO THE ERMATINGER•CLERGUE NATIONAL HISTORIC SITE**

- 2.1 All groups, organizations, individuals (i.e.: private party or wedding), media and film crews requesting use of the Ermatinger•Clergue National Historic Site outside of regular interpretive programming must accept the conditions noted herein.
- 2.2 Access is dependent on facility and staffing availability.
- 2.3 Approval of requests will be presented by the Curator to the Board.
- 2.4 Responsibilities of the Board, and staff of the Site.
  - 2.4.1 The Curator shall ensure that groups or individuals using the Site sign a contract describing rights, responsibilities and restrictions.
  - 2.4.2 The Historic Sites Board shall ensure that the Site carries sufficient third party liability insurance to cover all activities, which might be undertaken at the Site.
  - 2.4.3 The Curator or designated staff shall be present for all activities. A minimum of one staff is required to work for all rentals scheduled outside regular Site operating hours.
  - 2.4.4 The times and dates specified on the permit include set-up and clean-up times (to the time the buildings are locked and alarmed).
  - 2.4.5 If the user group or individuals require a security guard for overnight or for any other reason, the Curator or designate will make these arrangements and charge this expense to the user group.
  - 2.4.6 A pre-event and post-event site inspection will be completed documenting the state of the Site – any noticeable issues will be documented with digital images.

2.4.7 In the event that the Site is unavailable due to acts beyond our control, strikes, equipment failure or any other cause, the City will not incur any liability to the user group or individual.

2.5 Responsibilities of the Group or Individuals.

2.5.1 The group will designate a contact person to act on behalf of the group.

2.5.2 It is the group's responsibility to inspect the facilities and grounds prior to use and ensure it is suitable for your purposes.

2.5.3 The group agrees to use the facility only for the purpose for which it was intended and will not allow any member of your group to use the facility for any other purposes.

2.5.4 The contact person shall ensure that, after use, moveable equipment such as chairs, tables and dishes are clean and in their proper location, and that the floors are swept and clean. Groups accessing the grounds of the site are to ensure that the yard is clean of debris.

2.5.5 The contact person shall report any damage or other problems to the Curator or staff immediately.

2.5.6 The contact person shall be responsible for the proper conduct of group members and shall be present while the group is in the buildings or on the grounds.

2.5.7 Damage to any object or feature of the buildings or property by a group member or anyone admitted onto the property by a group member shall be the entire and unconditional financial responsibility of the group. The City will undertake any damage that requires repairs or replacement, and such costs plus a 10% administrative surcharge shall be borne by the group.

2.5.8 The group or individual is financially responsible for the security or supervisory staff required as stated in the user fees.

2.5.9 All interior and exterior signage for the event must be approved by the Curator and immediately removed after the event is completed.

2.5.10 The group or individual will be responsible for the rental and transportation of all moveable equipment such as chairs, tables, public address systems, and dishes.

- 2.5.11 The group or individual is responsible for acquiring all necessary permits for the event (i.e.: liquor license and special permits).
- 2.5.12 Set-up and decorations are the Permit Holder's responsibility and will have to abide by the limitations of the Site in order to preserve the integrity of the Site, and not to cause damage.
- 2.5.13 The Board is not liable for any damage to or loss of any property or equipment brought into the facility in conjunction with the event.
- 2.5.14 Arrangements must be made with the Curator or designate for delivery and set-up times of all rental merchandise. Site staff will supervise the installation of tents and chairs so as to not damage the underground irrigation system.
- 2.5.15 Displays, floral arrangements, decorations, etc. must be of a type that will not damage or deface the premises.
- 2.5.16 In the event that the group or individual has to cancel the rental of the Site, a minimum of one week's notice must be provided. If unforeseen circumstances cause the cancellation without one week's notice, the Board reserves the right to keep all applicable fees.

## 2.6 Restrictions on Use

- 2.6.1 No member of the group may enter the restored rooms (further than the floor cloth walking path in the E.O.S.H.), or handle any objects within a restored area unless approved by the Curator in consultation with the Historic Sites Board.
- 2.6.2 No food or beverages shall be taken into any restored area under any circumstances. The summer kitchen interpretive centre is the only interior space in which this is allowed (in either building).
- 2.6.3 No smoking will be allowed in any area within the fence of the Site. This is per the Smoke Free Ontario Act, and also to preserve the integrity and heritage of the buildings and grounds.
- 2.6.4 Non-public areas (with the exception of the Auxiliary Kitchen) shall be off limits to all group members.

## 2.7 Services Available

- 2.7.1 Tours of the Ermatinger•Clergue National Historic Site - accompanied by staff.
- 2.7.2 Use of the Auxiliary Kitchen facilities for caterer.
- 2.7.3 Use of the fireplace and reproduction cookware by staff or under staff supervision, and will be utilized if on site catering has been contracted.
- 2.7.4 Demonstrations by a costumed Interpreter.

## 3.0 FOOD/DRINK

- 3.1 Individuals or groups interested in catering for meetings or other events shall make arrangements with the Curator. Programming fees for this service will be negotiated. Historic culinary experiences (teas, lunches, and dinners – are available at set menu & fees).
- 3.2 Outside caterers will be allowed if prior arrangements approved. Outside caterers will be required to meet all Algoma Health Unit requirements.
- 3.3 The serving of alcohol is restricted designated areas. If alcohol will be served, the applicant must obtain a Special Occasion Permit from the L.C.B.O. and comply with the City of Sault Ste. Marie Alcohol Risk Management Policy – Community Services & Public Works and Transportation Departments. The Ermatinger•Clergue National Historic Site requires a copy of your Special Occasion Permit and it must be posted at the event. No alcohol will be permitted until this copy is received.
- 3.4 All other areas of the Site will be alcohol prohibited.

## 4.0 PHOTOGRAPHY AND FILMING

- 4.1 Individuals or groups interested in using the Site for wedding photographs, filming, or other events shall work out arrangements with the Curator, in consultation with the Board. Fees for this purpose can be obtained from the staff of the Site.
- 4.2 Responsibilities of the Individual or Group During or After Publicized Hours
  - 4.2.1 The individual or group shall adhere to the following guidelines:

- i) Interference with regular visitors touring the facility will not be permitted. Accommodations for situations will be negotiated and approved by the Curator in consultation with the Historic Sites Board;
- ii) Damaging footwear will not be permitted (ie. spiked, high-heeled shoes);
- iii) Confetti or rice may not be thrown in the buildings or on the grounds;
- iv) The front door(s) must remain closed at all times;
- v) The number of people in the buildings and rooms must meet and be adhered to the Building and Fire regulation numbers set forth.
- vi) All conditions as outlined in the policy must be adhered to.

## **5.0 CONTRACTS AND FEES**

- 5.1 The event must be booked in advance, and with approval of the Curator in consultation with the Board.
- 5.2 A non-refundable deposit must accompany the booking.
- 5.3 The signed contract must be returned to the Curator 15 days in advance of the event. Failure to return signed contract in time will render said contract null and void.
- 5.4 The balance owing of the basic rental fees must be paid in full 15 days in advance of the event.
- 5.5 The fees for Site use are subject to review based on recommendations and approval of the Board.
- 5.6 Goods and Services Tax applies to all site user fees.
- 5.7 Individuals and groups who book the Site are required to maintain third party liability coverage of at least \$2,000,000. The certificate of insurance must specify the Corporation of the City of Sault Ste. Marie as an Additional Named Insured. Additional information will be provided to the event organizer when the use of the site is confirmed.
  - 5.7.1 Liability insurance is not required for low-risk events or wedding ceremonies.

5.8 The serving of alcohol and alcohol consumed may be allowed at the Site under the authority of a Special Occasion Permit, and must follow the Community Services Department Alcohol Risk Management Policy. The permit holder is required to obtain a minimum of \$4,000,000 third party liability insurance. (Wedding and private receptions will be required to have \$2,000,000 third party liability insurance when special permission has been provided by the Board).

5.9 A copy of insurance must be presented to the Curator with the signed contract (15 days in advance).

5.9.1 The certificate or policy document should contain the following information:

- Name of insurance company and policy number.
- Policy term.
- Named insured and address (organization or group).
- Date(s), location, and name of event to which the certificate of insurance applies.
- Description of coverage including policy limits and deductibles.
- Name and address of certificate holder (Corp. of the City of Sault Ste. Marie)
- The clause “it is understood and agreed that the Corporation of the City of Sault Ste. Marie is added as an additional named insured in regard to the above event but only with respect to the operations of the named insured.”
- Have a limit of liability of not less than \$2,000,000 or \$4,000,000 for a licensed event.
- Include comprehensive liability insurance covering all operations and liability assumed under the contract.
- The policy must be endorsed to ensure the coverage will not be altered, cancelled, or allowed to lapse without 15 days prior written notice to the City.
- Contain a cross-liability clause.
- Signature of the insurer’s authorized representative and the date.

5.10 The contract will contain the standard “Save Harmless” clauses. (see attached sample contract).

5.11 The collection of personal information on the Contract is collected under the authority of the Municipal Freedom of Information and Protection of Privacy ACT R.S.O. 1990, c.M.56 and will be used solely to determine applicable information necessary for application.

**6.0 REVIEW OF POLICY:**

6.1 This policy will be reviewed by the Historic Sites Board for approval by City Council every 5 years or earlier if required.

Approved by the Historic Sites Board

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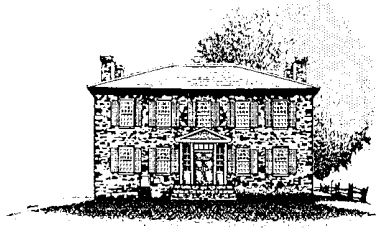
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Signature of Board Chairperson

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Date





Ermatinger•Clergue National Historic site

### SITE USE CONTRACT

User Group: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Reason For Use: \_\_\_\_\_

Date Requested: \_\_\_\_\_ Time: \_\_\_\_\_

Number In Group: \_\_\_\_\_ Fee: \_\_\_\_\_

Additional Information (i.e., Liquor License, Wheelchair Access, use of the buildings for filming – details required as the buildings are considered part of the museum’s collections and are in fact “artifacts” due to the age and condition and the conservation concerns required):

*Please attach any additional information with as much detail as possible. Staff can also use the attached page for a detail description regarding the event and conditions and responsibilities.*

I fully understand and agree to the conditions as noted herewith, and assume full responsibility for any damage, which may occur.

\_\_\_\_\_ Contact - User Group or individual Date

The above-noted group or individual is given permission to use the Ermatinger•Clergue National Historic Site for reasons noted above. The Ermatinger•Clergue National Historic Site will provide equipment as requested, all costs to be borne by the User Group.

\_\_\_\_\_ Ermatinger•Clergue National Historic Site/Position Date

Program Deposit: \_\_\_\_\_ Date Paid: \_\_\_\_\_

Balance: \_\_\_\_\_ Date Paid: \_\_\_\_\_

Signature: \_\_\_\_\_ Permit Holder Date

## **SAVE HARMLESS/INDEMNITY AND INSURANCE**

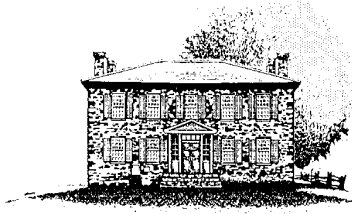
The *(insert name of organization)* \_\_\_\_\_ hereby indemnifies and hold harmless the City from and against any and all actions, suits, claims, and demands and from all loss, costs, charges and expenses, including legal expenses, which may be brought against or made upon the City by any party whatsoever or which may be incurred, sustained or paid by the City in consequence of the performance of non-performance of obligations arising pursuant to this Agreement or in consequence of the Ermatinger•Clergue National Historic Site.

The *(insert name of organization)* \_\_\_\_\_ will respond to and defend all Claims on the City's behalf regardless of the *(insert name of organizations)* \_\_\_\_\_ perception or opinion of its liability or negligence in relation to the persons or entities making such claims.

The *(insert name of organization)* \_\_\_\_\_ shall maintain throughout the term of this Agreement, liability insurance satisfactory to the City in which the *(insert name of organization)* \_\_\_\_\_ are named insured with respect to the obligations expressed in this Agreement, in amounts equal to or in excess of the following minimum requirements and shall file with the City (Site) a Certificate of Liability Insurance evidencing such requirements.

## **CONDITIONS OF USE and DETAILS OF RESPONSIBILITY**

The organization and staff of the Site are to list event details and who will be responsible.



Ermatinger•Clergue National Historic site

### SITE USE REQUEST FORM

Name of Group or Individual: \_\_\_\_\_

Name or Type of Event: \_\_\_\_\_

Purpose of Event: \_\_\_\_\_

Date(s) and Time(s) of Event: \_\_\_\_\_

Organization Category: Not-For-Profit      Commercial

Anticipated Attendance: \_\_\_\_\_

Time required for set up: \_\_\_\_\_

Time required for takedown: \_\_\_\_\_

Do you intend to provide any alcohol or food at this event? Please specify:

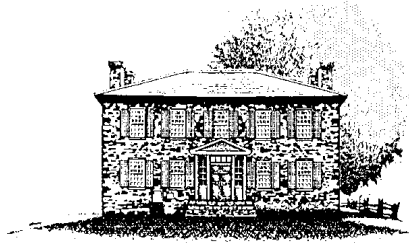
\_\_\_\_\_  
\_\_\_\_\_  
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Event Contact Person Name: \_\_\_\_\_

Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone: (Home) \_\_\_\_\_ (Work) \_\_\_\_\_

E-Mail: \_\_\_\_\_



Ermatinger•Clergue National Historic site

**BUILDING AND SITE USE**

	<b>FEES</b>
<b>Basic Rental - Not For Profit:</b>	
<b>½ day (only up to 4 hours)</b>	<b>\$150.00</b>
<b>Full Day (up to 8 hours)</b>	<b>\$250.00</b>
<b>Basic Rental – Commercial:</b>	
<b>½ day (up to 4 hours)</b>	<b>\$250.00</b>
<b>Full Day (up to 8 hours)</b>	<b>\$450.00</b>
<b>Basic Rental for Wedding Ceremony and/or Photographs</b>	<b>\$200.00</b>
<b>Basic Rental for Wedding Reception (additional to the ceremony rate)</b>	<b>\$250.00</b>
<b>Basic Rental for Film Crew</b>	<b>\$100.00/Hour</b>
<b>Supervisory Fees (added to basic rental rate) – for after hours</b>	<b>\$20.00/Hour</b>
<b>All site rental fees do not include G.S.T.</b>	<b>G.S.T. Extra</b>

**\*\* The Site does not provide or rent any equipment (chairs, tables, modern tents, P.A. system). \*\***

**If a group is wishing to book our Heritage Culinary Experiences (catering) for an event, then some of the venue rental fees will be waived.**

**Heritage Lunch per person \$15 + HST  
Heritage Dinner per person \$30 + HST**

**Other Catering opportunities are available: wine & cheese, bridal showers, etc.  
Garden party with historical tents are also available:  
Cost for historical tent rentals will include staff and volunteers set up and take down.**