

LETTER OF UNDERSTANDING

THIS LETTER OF UNDERSTANDING, made the _____ day of _____, 2018.

BETWEEN: The Temagami Artistic Collective
(Hereinafter called "TAC")
OF THE FIRST PART

-AND-

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI
(Hereinafter called the "Municipality")
OF THE SECOND PART

RECITALS:

WHEREAS the Council of the Corporation of the Municipality of Temagami (Council) entered into a Hall Rental Agreement with TAC in 2010 for the years of 2011 and 2012 and then renewed said agreement in 2012 for the years of 2013, 2014 and in 2014 entered into a Letter of Understanding for an amended agreement for 2015 and 2016 and renewed said agreement for the years 2017 and 2018;

AND WHEREAS Council deems it desirable to renew the Letter of Understanding for an additional 2 years (2019 and 2020), but with the donation amount changed to include the full amount of the rental fee for up to five (5) performances a year at the Bunny Miller Theatre;

NOW THEREFORE the Municipality and TAC agree as follows:

TERM

The term of this Letter of Understanding shall be for the period commencing on the 1st day of January 2019 and ending on the 31st day of December 2020.

UNDERSTANDING

1. The Municipality shall donate the full amount of the rental fee for up to five (5) performances a year at the Bunny Miller Theatre and 70% of the pre-HST amount of the facility rental rate for up to an additional three (3) events per year at the Bunny Miller Theatre (together this is a maximum of eight (8) donations per year for the Bunny Miller Theatre) and 70% of the pre-HST amount of the facility rental rate for up to a maximum of two (2) times per year for the arena.
2. Events covered by this Letter of Understanding shall be events organized by TAC, and may (without limiting) include music concerts, films, workshops and live theatre for performing arts to the public.
3. The involvement of the Municipality in such events is limited to the rental of municipal facilities under the standard facility rental agreement, and a financial donation towards the rental amount, as authorized by Council.

4. TAC shall complete the necessary rental forms and submit any required documentation for each event, in accordance with the Municipality's Facility Rental Policy, and all aspects of the Facility Rental Policy shall apply.
5. TAC shall be responsible for all set-up and clean up of the facility being rented, including leaving the facility in the same, or better, condition as on arrival; TAC shall also provide the normal damage and cleaning deposits as required by the Municipality's Facility Rental Policy, and all aspects of the policy with respect to the refund of deposits shall apply.

SIGNED, SEALED AND DELIVERED

The _____ day of _____, 2018

) THE CORPORATION OF THE
) MUNICIPALITY OF TEMAGAMI

in the presence of

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)
)

 Witness
 (Print)

) _____
) Craig Davidson, Treasurer/Administrator
)
)

in the presence of

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)
)
)

 Witness
 (Print)

) _____
) Temagami Artistic Collective
) (Print)