



*The TOWNSHIP of*  
**NORTH DUMFRIES**

## **Banner, Jersey, Artifact**

### **Guidelines and Application to Display**

All requests to display recognition banners, sports jerseys, arts and culture artifacts and photos or pictures of significant North Dumfries residents in any municipal facility must be submitted in writing via email, in person or mail to the Director of Leisure and Community Services or designate using the application form (APPENDIX A).

Applications must be completed in full and emailed to [recreation@northdumfries.ca](mailto:recreation@northdumfries.ca) for consideration. Requests will be reviewed on a monthly basis. Applicants will be notified after the review has been completed.

All artwork and wording to be included on the recognition banners, sports jerseys, arts and culture artifacts and photos or pictures of significant North Dumfries residents must be approved by Director of Leisure and Community Services, or designate, prior to being undertaken.

The cost of the banner, jerseys and mounting unit and/or picture is the complete responsibility of the organization/individual which includes any related upkeep. Specifications for the jersey and frame are provided in the application form.

The location of the recognition banners, sports jerseys, arts and culture artifacts and photos or pictures of significant North Dumfries residents to be displayed will be determined by the Director of Leisure and Community Services or designate. See proposed locations (APPENDIX B).

Leisure and Community Services staff will be responsible for installing or removing the banner(s), jersey or picture(s) as required. Display times and removal of banner(s)/picture(s) is outlined below.

The recognition banners, sports jerseys, arts and culture artifacts and photos or pictures of significant North Dumfries residents should be neat, clean and maintained by the organization or individual.

#### **GUIDELINES:**

The following banners, sports jerseys, arts and culture artifacts and photos or pictures of significant North Dumfries residents must meet the following criteria:

#### **BANNER(S):**

1. Those won by a North Dumfries sanctioned team or individual that is registered with an ice user group utilizing the arena facility that is owned and operated by the Township of North Dumfries.
2. Those that recognize a league, division or individual achievement at the regional level designated as such by a championship, an official ranking, judgement, competition or equivalent by sanctioned sports governing body.
3. Those that recognize a special occasion achievement or milestone of a North Dumfries ice user group.

**JERSEY/PHOTO:  
ARTS AND CULTURE ARTIFACTS:**

All artifacts may be loaned or gifted to the Township of North Dumfries.

Criteria includes:

1. Artifacts that are of significance to North Dumfries;
2. Artifacts that will be on display in the designated location for the agreed upon time;
3. Artifacts that reference a special historical event/activity that will be on display during a special event.
4. Artifacts that represent an achievement from a national event;
5. North Dumfries Historical Preservation Society will be consulted on historical artifacts to determine to whom the artifact should be loaned or donated to.

**DISPLAY TIME:**

**BANNERS/JERSEY/ARTIFACTS**

Banners shall be displayed indefinitely, excluding those outlined in banner guidelines #3 and removal of banners #3. Special occasion achievement or milestone banners shall be displayed for a duration of the celebration event or applicable special occasion or milestone season of the organization, up to a maximum of 12 months.

Jerseys and frames shall be displayed indefinitely.

Artifacts will be displayed as agreed upon by donor and donee.

**REMOVAL OF BANNERS:**

Banner and Artifacts will be removed and if applicable returned to the appropriate person or organization in the following instances:

- a) At request of the user group that is the owner of the banner and/or picture;
- b) Those banners and/or pictures whose conditions have deteriorated to point of disrepair;
- c) Should the designated display space become limited, regional championship banners and/or pictures that are 5 years or older will be removed to create additional space;
- d) For building repairs or maintenance, as necessary;
- e) For facility special events, as necessary;
- f) As a result of a review of this Standard and any applicable updates or recommendations by the Township of North Dumfries.

## APPENDIX A



*The TOWNSHIP of*  
**NORTH DUMFRIES**

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### **Township of North Dumfries Banner/Jersey/Artifact Request Application**

Individual/Team/Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Primary phone: (\_\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

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

City: \_\_\_\_\_ Country: \_\_\_\_\_

Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Please share the accomplishment of the individual, team or organization that the banner will recognize:

Banner Dimensions: \_\_\_\_\_ Banner Material: \_\_\_\_\_

Jersey Name: \_\_\_\_\_ \*Display Cabinet Requirements: 38" h x 36.5" w x 2" d

Artifact Description: \_\_\_\_\_

LOAN: \_\_\_\_\_ GIFTED: \_\_\_\_\_

Date: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

SEND COMPLETED APPLICATIONS:

**Email** – [recreation@northdumfries.ca](mailto:recreation@northdumfries.ca)

**In Person** – 2958 Greenfield Road, Ayr, ON

**Mail** - Township of North Dumfries P.O Box 1060, Ayr, ON N0B 1E0

Date Application received: \_\_\_\_\_

Approved by Comments: \_\_\_\_\_

**\*Cabinet must be black similar to sample -**



## APPENDIX B

### **Facility Locations for Banners, Jerseys, Artifacts**

(Location to be confirmed by Township Staff when application is approved.)

#### **North Dumfries Community Complex – 2958 Greenfield Road, Ayr, ON**

- Banners
- Jerseys
- Artifacts

#### **Ayr Community Centre – 7 Church Street, Ayr, ON**

- Banners
- Jerseys
- Artifacts

#### **Roseville Community Centre – 3195 Roseville Road, Ayr, ON**

- Artifacts

#### **Township Administrative Office – 106 Earl Thompson Road, North Dumfries**

- Artifacts

#### **Ayr Fire Department – 501 Scott Street, Ayr, ON**

- Artifacts

#### **Public Works Yard – 1158 Greenfield Road, Ayr, ON**

- Artifacts

## APPENDIX C



The TOWNSHIP of  
NORTH DUMFRIES

### THE TOWNSHIP OF NORTH DUMFRIES ARTIFACT LOAN AGREEMENT

Artifact Loan Agreement # \_\_\_\_\_ (hereinafter referred to as this “Agreement”)

Start Date of Loan \_\_\_\_\_ End Date of Loan \_\_\_\_\_

**Lender** (hereinafter referred to as the “Lender”)

Name of Organization/Individual \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_

Province \_\_\_\_\_ Postal Code \_\_\_\_\_

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

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**Borrower** (hereinafter referred to as the “Borrower”)

[insert name and full address of organization]

Township Contact Name \_\_\_\_\_ Telephone \_\_\_\_\_

Fax \_\_\_\_\_ Email \_\_\_\_\_

**Purpose of Loan:** To display the Artifact at the [insert name] within the [insert name].

**Term of Loan:** One (1) year from the Date of Loan first written above.

**Artifacts on Loan** (hereinafter the “Artifact(s)”) \_\_\_\_\_

| Artifact No. | Artifact Description | Condition Report No. |
|--------------|----------------------|----------------------|
|              |                      |                      |
|              |                      |                      |

Special Care/Handling Instructions \_\_\_\_\_

Donor Recognition Information (as you wish it to appear) \_\_\_\_\_

#### Lender Approval

I have read and agree to comply with all terms and conditions of this Agreement as stated above and attached hereto.

Signature \_\_\_\_\_ Date \_\_\_\_\_

[insert name of organization] Authorized Approval

Signature \_\_\_\_\_ Date \_\_\_\_\_  
[insert name and title]

## **ARTIFACT LOAN AGREEMENT Terms and Conditions**

1. This Agreement shall commence as of the Date of Loan first written above and shall continue for a period of one (1) year, unless otherwise terminated in accordance with the terms and conditions contained herein. The Borrower shall have the right to renew this Agreement for two (2) additional one (1) year periods, at the Borrower's discretion (the "Term").
2. The Lender represents and warrants that:
  - a. the Lender holds all rights to, title to and interest in the Artifact(s) on loan to the Borrower;
  - b. the Lender has the authority to enter into this Agreement with the Borrower;
  - c. this Agreement shall in no way infringe on any rights of ownership, including, but not limited to any copyright, with respect to the Artifact(s); and
  - d. the information provided by the Lender in this Agreement is true and accurate.
3. Ownership of the Artifact(s) shall remain with the Lender at all times during the Term of this Agreement.
4. The Lender shall promptly inform the Borrower of any change in the information provided in this Agreement, including, without limitation, any change in the address or contact information of the Lender.
5. The Credit Line as shown on the front of this Agreement may be used in any and all printed material related to the Artifact(s), including but not limited to plaques or other signs on or near the Artifact display case(s).
6. The Lender agrees that photographs of the Artifact(s) may be taken by the Borrower's staff and used in exhibition catalogues, brochures, publicity releases and similar materials, as well as for cataloguing purposes. The Lender expressly grants to the Borrower a license to take and exploit photographs and/or videos of the Artifact(s), and expressly waives any rights, including copyright, in and to said photographs and videos.
7. The Lender acknowledges and agrees that the Artifact(s) will be on display for viewing by the public, and that the public may take pictures and/or videos of the Artifact(s). The Borrower shall not be responsible for the activities of the public with respect to any such reproduction of the Artifact(s).
8. The Borrower shall exercise the same care in handling the Artifact(s) as a reasonable owner would in the circumstances. The Borrower agrees to follow all special care and handling instructions provided in this Agreement with respect to the Artifact.
9. As soon as practically possible after receipt of the Artifact(s), the Borrower shall complete an Artifact Condition Report detailing the condition of the Artifact(s). The Artifact Condition Report shall be provided to the Lender and signed by the Lender within thirty (30) days of receipt of same. If the Lender does not sign the Artifact Condition Report, this Agreement shall be null and void and the Lender shall attend at the offices of the Borrower to retrieve the Artifact(s).
10. The Lender acknowledges that the Borrower may consult with the [insert name of facility] to determine eligibility of Artifacts for display at the [insert name], and that acceptance of any Artifact is subject to the sole and unfettered discretion of the Borrower, in consultation with the [insert name]. The Borrower further reserves the right to terminate this Agreement if the Borrower, in its sole discretion, determines that an Artifact is no longer appropriate or desirable for display at the [insert facility].
11. If an Artifact is damaged, destroyed, lost or stolen, the Borrower shall give the Lender notice within forty-eight (48) hours of any such incident. The Borrower shall provide a report of damage, destruction, loss or theft, which report shall include a description of the extent and circumstances surrounding the incident. In the event of any such damage, destruction, loss or

theft, the Lender's sole remedy shall be to terminate this Agreement and to pursue any insurance proceeds that the Lender may be entitled to.

12. The Lender acknowledges that the Artifact(s) are intended to be displayed in the [insert name], which is a public facility and is not equipped with museum-standard security or climate control mechanisms. Specifically, the Lender acknowledges that the [insert name] also contains community centre program spaces and ice surfaces and that the environment in which the Artifact(s) will be displayed and stored may include exposure to natural and artificial light, excess humidity, ammonia and other chemicals found in athletic centres. The Borrower shall not be responsible for any damage to the Artifact(s) resulting from environmental conditions, including, but not limited to, those described above.

13. Upon request of the Lender, the Borrower shall provide access to the Artifact(s) during business hours, for the purposes of review and inspection by the Lender.

14. The Lender reserves the right to recall the Artifact(s) from loan if the conditions of the loan set out in this Agreement are not being met by the Borrower, subject to the Lender providing the Borrower with ten (10) days advance written notice. In the event of any such notice, the Borrower shall have thirty (30) days to rectify any such default in its loan obligations. If the Borrower rectifies any such default, to the satisfaction of the Lender, this Agreement shall continue in full force and effect. If the Borrower fails to rectify any such default within thirty (30) days of receipt of notice of same from the Lender, then this Agreement shall terminate and the Lender shall attend at the offices of the Borrower to retrieve the Artifact(s).

15. Each of the parties to this Agreement shall take out and maintain whatever insurance they deem necessary to fulfil their respective obligations under this Agreement.

16. The Borrower shall ensure that the Artifact(s) are maintained in a suitable condition for display. Dusting of the Artifact(s) may be carried out, but no repairs, conservation or extensive cleaning may be undertaken without the prior, written permission of the Lender. Nothing in this Agreement shall in any way obligate the Borrower to undertake any such repairs, conservation or extensive cleaning.

17. Upon expiration or earlier termination of this Agreement, the Lender shall attend at the offices of the Borrower, during regular business hours, and shall collect the Artifact(s) at the Lender's sole cost and expense. If the Lender fails to collect the Artifact(s) within ten (10) days of the expiration or earlier termination of this Agreement, the Borrower shall have the right (but not the obligation) to dispose of the Artifact(s) as the Borrower sees fit. The rights of the Borrower in this paragraph include, but are not limited to, the right to ship the Artifact(s) to the last known address of the Lender. The Borrower shall not be held liable for any loss or damage to the Artifact(s) arising from, or in any way related to, the exercise of the Borrower's rights pursuant to this paragraph.

18. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable hereto.

19. This Agreement shall be binding upon the parties hereto and their respective heirs, successors and permitted assigns.

20. This Agreement may not be assigned by either party without the express, written permission of the other party.

21. The parties expressly agree that there shall be no fee payable by the Borrower with respect to the loan contemplated herein.



The TOWNSHIP of  
NORTH DUMFRIES

**THE TOWNSHIP OF NORTH DUMFRIES  
ARTIFACT GIFT AGREEMENT**

**Artifact Gift Agreement #** \_\_\_\_\_ (hereinafter referred to as this “Agreement”)

**Donor** (hereinafter referred to as the “Donor”)

Name of Organization/Individual \_\_\_\_\_ **Date of Gift** \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_

Province \_\_\_\_\_ Postal Code \_\_\_\_\_

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

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**Donee** (hereinafter referred to as the “Donee”) [insert name and full mailing address]

Contact Name \_\_\_\_\_ Telephone \_\_\_\_\_

Fax \_\_\_\_\_ Email \_\_\_\_\_

**Purpose of Gift:** To display the Artifact(s) at the [insert name] within the [insert name].

**Artifacts Gifted to Donee** (hereinafter the “Artifact(s)’)

| Artifact No. | Artifact Description | Condition Report No. |
|--------------|----------------------|----------------------|
|              |                      |                      |
|              |                      |                      |
|              |                      |                      |
|              |                      |                      |

**Special Care/Handling Instructions** \_\_\_\_\_

**Donor Recognition Line:** \_\_\_\_\_

**Donor Approval**

I represent and warrant that I fully and unconditionally own all right, title and interest in the Artifact(s), which are free and clear of all encumbrances. I hereby irrevocably and unconditionally give, transfer, assign and deliver to the Donee, by way of gift, all right, title and interest in and to the Artifacts. I have read and agree to comply with all terms and conditions of this Agreement as stated above and attached hereto.

Signature \_\_\_\_\_ Date \_\_\_\_\_

I have authority to enter into this  
Agreement.

## **ARTIFACT GIFT AGREEMENT**

### **Terms and Conditions**

11. Upon acceptance by the Donee, the Artifact(s) shall be the exclusive and absolute property of the Donee as of the date of this Agreement.
2. The Donor agrees that there shall be no fee or charge whatsoever payable to the Donor with respect to the gift provided for herein.
11. In making this gift, the Donor acknowledges that the Artifact(s) may be displayed at the [insert name], which is located in the [insert name], and that the Artifact(s) may be exposed to natural and artificial light, excess humidity, ammonia and other chemicals found in community centres and arena facilities. The Donee shall not be responsible for any damage to the Artifact(s) resulting from environmental conditions, including, but not limited to, those described above.
11. The Donee reserves the right to handle, display, loan, retain, or dispose of the Artifact(s) as the Donee, in its sole discretion, see fit.
11. If the Donee determines, in its sole discretion, that the Artifact(s) should no longer be displayed at the Township of North Dumfries, the Donee may, but is not obligated to, contact the Donor to determine whether the Donor would accept a transfer of ownership of the Artifact(s) from the Donee to the Donor.
11. The Donor agrees that the Donor Recognition Line as shown on the front of this Agreement may be used in any and all printed material related to the Artifact(s), including, but not limited to, plaques or other signs on or near the Artifact display case(s).
11. The personal information contained in this Agreement is collected and used for the purposes of cataloguing, contacting the Donor from time to time, and for publically recognizing the Donor where the Donee determines said recognition is appropriate.
11. In making the gift provided for herein, the Donor understands that photographs of the Artifact(s) may be taken by the Donee's staff and used in exhibition catalogues, brochures, publicity releases and similar materials, as well as for cataloguing purposes. The Donor agrees that the gift provided for herein includes, but is not limited to, the transfer of all rights in and to the Artifact(s), including, without limitation, all copyrights of the Donor in the Artifact(s). Any and all reproductions and images of the Artifact(s) made or produced by the Donee for cataloguing and marketing purposes.
9. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable hereto.
11. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

#### **Donee Acknowledgement**

The Donee gratefully acknowledges receipt of and accepts the Artifact(s) listed above from the Donor.

Signature: \_\_\_\_\_  
 Director of Leisure and Community Services  
 Township of North Dumfries

Date: \_\_\_\_\_

I have authority to enter into this Agreement.



**Township of North Dumfries**  
**Artifact Condition Report**

Artifact Name: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

Artifact Number: \_\_\_\_\_

Item Description:

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Condition:

- Excellent
- Good
- Fair
- Poor

Description of any damage and overall condition:

(photo attached)

I have read and agree with the artifact condition report as stated above.

Signature of Donor: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Staff Person: \_\_\_\_\_

Date: \_\_\_\_\_