

CONFERENCES AND SPECIAL EVENTS AGREEMENT

This Agreement

Between:

The Lochaber Community Development Association (LCDA)

-and-

The Client

The quote provided to the Client and attached to this agreement contains additional terms and conditions as agreed to between the LCDA and the Client. The attached quote is valid for 14 days from the date presented to the Client by the LCDA. After fourteen days, unless clauses 2 and 3 of this Agreement have been met, the booking will no longer be tentatively held for the benefit of the Client and the LCDA reserves the right to withdraw its original quote and present the Client with a new quote, which may or may not include changes to prices and conditions.

Definitions

1. (a) "Agreement" includes this Agreement as well as the attached quote which has been provided to the Client and which contains additional terms and conditions as agreed to between the LCDA and the Client.

(b) "Bar Service" means the service of alcohol, liquor and such other beverages by the LCDA, as offered to the Client pursuant to the LCDA's Liquor License(s), and in compliance with the Nova Scotia Liquor Control Act.

(c) "Client" means the party contracting with the LCDA and may be a corporation, partnership, sole proprietor, society, informal group, or individual(s).

(d) "Licensed Premises" means the area of the Venue where alcohol is permitted to be served, consumed and present, as per the LCDA's Liquor License(s).

(e) "Venue" means the entire property owned, used, controlled, and operated by the LCDA and includes all room(s), building(s), area(s), location(s), or place(s) that the Client has agreed to rent from the LCDA as defined by the Agreement.

Contract Terms

2. All bookings are considered tentative until a signed copy of this document has been returned to the attention of the LCDA by the Client along with a non-refundable deposit of FIFTY percent (50%) of the Venue rate and a valid credit card number provided which will be held on file until the event is paid in full.

Audio-Visual Equipment

3. The use of the projector is included in the cost of the Venue rental. Please identify all audiovisual needs at least 30 days in advance.

Bar Services

4. The LCDA's Bar Service is provided in compliance with the Nova Scotia Liquor Control Act. The LCDA reserves the right to discontinue service at any time at its discretion as well as the right to request proper identification from patrons. For more information on these documents, please refer to the following link to the Liquor Control Act:

<http://www.gov.ns.ca/legislature/legc/statues/liquorc.htm>

5. The LCDA operates under a special premises license, and adheres to any and all regulations provided by the Alcohol and Gaming Commission.
6. The Lochaber Centre Venue liquor license, as issued by the Alcohol and Gaming Authority includes the inside of the building and a designated area outside of the building only. All alcohol must be kept within the building and designated area outside the building. Alcohol is strictly prohibited outside of the licensed area. Violation of this policy could result in termination of your event.
7. Before an event can take place that includes Bar Service, a signed copy of the LCDA's Liquor License form must be on file and the proper Bar Service fees must be paid in full as outlined in the quote.
8. The LCDA does not assume any liability for lost or stolen items during an event with Bar Services, and will not be responsible for the actions of other patrons in the Licensed Premises.
9. Additional labor charges may apply to events with minimal Bar Services (**i.e. champagne service**). Also, the client will be billed at an hourly rate post-event if the bar service extends beyond the contracted time.

10. All Bar Services must operate with security personnel present during the hours of Operation.
11. Patrons may remain the the Venue no longer than 30 minutes after the bar has closed for the day/night. The Venue must be vacated by no later than 1:30a.m. following the event and Bar Services will end no later than 1:00a.m.
12. Prices are non-negotiable and reflect necessary operational costs to the LCDA.
13. The LCDA is pleased to offer host and cash bars. A deposit of \$1500.00 is required no later than 48 hours in advance for all host bars, with balance to be paid post-event.
14. Due to liquor licensing laws, no outside liquor, opened or sealed, is permitted to be brought into any Venue for display, consumption or presentation.
15. Bar Service confirmation must be received by the LCDA no later than 30 days prior to the event.

Catering & Food Services

16. Licensed caterers are permitted to provide food services at the Lochaber Centre; however, a catering waiver must be signed by the Client and the Customer in advance. Linen on banquet tables is provided. All other linen and service requirements are to be supplied by the catering company.
17. Prep area is available for use the day of the event (ovens, dishwasher, and refrigerator). This area is required to be clean after use.
18. If the Client is providing a late night snack after the caterer has completed their service, cleaned the kitchen and left the venue, it is the Client's responsibility to ensure that the kitchen area is left clean after the late night snack. The Client is responsible to provide paper plates, paper cups and napkins for the late night snack.

Decorations/Damage

19. The Client agrees to be responsible to the LCDA for its own conduct, the conduct of its invited guests, participants, spectators, and other persons present on the Venue by reason of the activities contemplated by this Agreement, and to indemnify the LCDA for any bodily injury or damage to property, facilities, equipment, or the Venue which may occur as a result of the activities of the Client, its invited guests, participants, spectators or other persons.
20. The Client agrees to reimburse the LCDA for any damages done to any part of the

Venue (including property, facilities, or equipment) that is caused by any person (s) the Client has engaged to provide any services for their event.

21. The LCDA is not responsible for any loss or damage to any equipment or personal property owned or used by the Client or any other person (s) present in the Venue by reason of the activities contemplated by this Agreement. The Client agrees to indemnify the LCDA or any such loss or damage.
22. Decorations for the Venue are the responsibility of the Client. Certain restrictions do apply:
 - (a) Local fire regulations prohibit open flame candles in any of the indoor Venues.
 - (b) Using adhesives such as tape or glue removes the paint from the walls. This would constitute a damage charge. The Client shall not place any decorations on the walls of the Venue.
 - (c) The use of confetti, rice or similar substance is prohibited at the Venue. The use of confetti by a Client or its invited guests, participants, spectators, or other persons present at the Venue by reason of the activities contemplated by this Agreement will result in cleanup charges charged to the Client's account.
 - (d) The use of food coloring or any other product that may cause stains of any sort or cause any damage to the LCDA property is strictly prohibited. In the event that any damage is caused, the Client will be held solely responsible, and charges will be incurred.
 - (e) The LCDA reserves the right to remove any decorations that are considered dangerous, inappropriate or offensive, or that impede the movement of staff and guests.
 - (f) All decorations must be removed from the Venue at the completion of the event unless prior arrangements have been made with the LCDA regarding their removal. An additional charge will apply if decorations are not removed from the Venue at the completion of the event.

Venue

23. Access to the Venue will not normally be allowed before 10:00am on the day of the event, unless an additional hourly labour rate of \$50 per hour has been paid for early access.
24. Swimming is strictly prohibited unless the beach is supervised by a Certified Beach Lifeguard hired by the Client, access to the beach after dusk is strictly prohibited,

bonfires on the beach is strictly prohibited and overnight camping on the Venue's premises is strictly prohibited due to security requirements.

Venue Set-Up

25. The set-up of a Venue is determined according to the number of guests attending the Client's event. The room rental fee includes one standard set-up for the event. Extensive set-up, additional set-up or unusual requests may be subject to additional labor charges of \$50 per hour.

Cancellation Policies

26. Venue - Notice of cancellation must be provided to the LCDA no later than 6 months prior to the event; cancellation within 6 months of the event will result in billing for the total cost of the Venue.
27. Bar Services: Notice of cancellation must be provided to the LCDA no later than 14 days prior to the event, cancellation within 14 days of the event will result in billing for the total cost of the Bar Services.
28. The LCDA reserves the right to cancel any event that has not been paid for in full prior to the event.

Billing

29. Full payment for the Venue and Bar Services must be received no later than 6 months in advance of the event.
30. Any requests for services incurred during the event that are not paid for in advance by the Client, or that have not been contemplated by this Agreement, will be clearly stated on a final invoice sent after the event.

Non-Smoking Policy

31. Smoking is not permitted in any Venue, building, or public area. Provincial Regulations permit smoking outside buildings at a distance of 15 feet from the foundation of the building. There is a \$250.00 cleaning fee if any person is found to be smoking inside any building.

Shipping and Receiving Policy

32. The Client is responsible for making its own arrangements for shipping and receiving of

materials, equipment, items, decorations, rentals, and property on Lochaber Centre. The LCDA does not accept liability for shipping or receiving on the Client's behalf. The Centre will not be held responsible for any damage or loss to any Client property. Should the Client require secured storage space for its property, it is the responsibility of the Client to make such arrangements at its own expense.

SOCAN Fees

33. All entertainment is subject to charges applicable by SOCAN (Society of Composers, Authors and Music Publishers of Canada). For more information on SOCAN, call 1-800-51-SOCAN, or visit:

<http://www.socan.ca/jap/en/resources/tariffs.jap>

Re:Sound Fees

34. All entertainment is subject to charges applicable by Re-Round. The tariffs charged for Re:Sound fees are dependent upon the type of entertainment being offered. The Client will be advised of whether Re:Sound fees apply at time of booking. For more information on Re:Sound, call 1-877-309-5770, or visit:

http://www.resound.ca/en/music_users/index.htm

Insurance Requirements

35. The Client agrees to carry, during the time of the event or use of the LCDA Venue (s), general liability insurance covering bodily injury and property damage with limits of at least \$2,000,000 per occurrence, and to be responsible for any and all expenses, costs and liabilities in connection with any claim which may be made against the LCDA by reason of or as a result of the activities contemplated by this Agreement or persons coming on the premises of the LCDA as a result of the activities contemplated by this Agreement. The insurance policy shall cover the operations and activities for which the Venue is being used. Suitable evidence of the policy shall be provided to the LCDA upon request.

Force Majeure

36. Any default of either the LCDA or the Client in meeting any of the terms and conditions of this Agreement will not give rise to a claim by one party against the other, nor will it be viewed as a breach of this Agreement, where such default is a result of a "Force Majeure" event. For

the purposes of this Agreement, "Force Majeure" shall mean an event or condition which is not controllable by the non-performing party provided that:

- (a) The non-performing party gives the other party prompt notice of the particulars of such event or condition;
- (b) The suspension of performance is of no greater scope and of no longer duration than is required by such event or condition;
- (c) The non-performing party uses commercially reasonable efforts to attempt to remedy its inability to perform;
- (d) When a non-performing party is able to resume performance of its obligations, it shall give the other party prompt notice to that effect; and
- (e) Such event or condition was not caused by any negligent act, errors or omissions of the non-performing party or by failure of the non-performing party to comply with any current law, regulation, ordinance, permit or license. Force Majeure shall include, but is not limited to, acts of God, fires, riots, arson, drought, floods, earthquakes, wind, hail, invasion, epidemic, labour interruptions or stoppages, intervention by civil or military authorities, the subjection to government regulations, or orders of acts of war (declared or non-declared).

I/We have read and understand the above conditions for booking an event at the Lochaber Community Development Association (LCDA). I/We assume full responsibility for the use of the above noted facilities and agree to be held responsible for any damages or loss to LCDA property occurring in or on the surrounding areas as a result of holding this event. This includes damage or loss caused by negligence or any invited guest(s) to this event. I/We agree that the LCDA will not be responsible for lost or stolen items. I/We agree to make payment in full for all fees and charges incurred as a result of this event. Please sign below to indicate acceptance, and return to the LCDA:

SIGNATURES

I have read and I understand the terms and conditions of this Agreement.

For and On Behalf of the CLIENT:

Individual or Company _____

Signature _____

Print Name _____

Position _____

Date _____

Credit Card # _____

Expiry Date Security CSV # on back of card _____

Postal Code Associated with Credit Card _____

For and On Behalf of _____

Lochaber Community Development Association

Signature _____

Print Name _____

Position _____

Date _____