

TERMS & CONDITIONS

Please sign and return this contract to the undersigned within 2 weeks of the contract being sent, if not received by that date, this agreement will be voided and will have no value.

All final details will be required 1 week prior to your event along with the final payment due. Including but not limited to:

1. Event schedules
2. Meal choices (including general dietary requirements, and number of participants)
3. AV equipment and
4. Floor plans (must be made 31 days prior to your event)

1. Catering:

- **Liquor Law Legislation:** All alcoholic beverages must be supplied by the OCC and will be served in accordance with the Alcohol & Gaming Commission of Ontario and the Liquor Licence Act of Ontario. The OCC as a licensee reserves the right for any and all staff to discontinue service to any individuals inebriated or causing disturbances of any kind. In the event drinking in non-licensed areas is discovered the convener will be assigned a \$1,000 charge at the OCC's discretion.
- **LIMITATIONS:** For safety and health reasons, all food and beverage items consumed anywhere at OCC, including but not limited to food and beverages shall be purchased exclusively from OCC. (wedding cake OR sweets table is an exception)
- Regulations do not permit food of any kind to be brought into OCC or removed at the end of the function.
- **FOOD and BEVERAGE PRICES:** OCC will confirm all food and beverage pricing no later than 30 days prior to the day of the event when 50% of payment is required.
- **MENU SELECTION:** All final menu selections are to be made no later than 30 days prior to said event or catered service. No additional numbers or exceptions are to be made after the applicable date, unless otherwise agreed upon in writing by the OCC.
- **RESERVATIONS WITH CATERING ON LESS THAN 2 WEEKS NOTICE:** OCC reserves the right to alter menus for events booked with less than 14 days notice. This is based on availability and subject to approval of the OCC.

2. **SMOKING POLICY:** Smoking By-Law in accordance with the City of Oshawa, use of tobacco is NOT permitted anywhere in the facility and must be no closer the 10 meters from entrances into the building.

3. DEPOSITS: Deposits are required when securing your booking at the OCC; 20% of your total event is required on signing to hold the date. A credit card authorization is required for 50% of the food sales 30 days prior to the event. A final payment (equal to the final balance owing) is due 7 days prior to the event.

4. Cancellations 0 - 3 months prior to the event will result in 100% payment of room rental, plus contracted food, and beverage. Cancellations 4 - 6 months prior to the event will result in 50% payment of room rental, plus contracted food, and beverage. Cancellations 7 - 12 months prior to the event will result in 25% payment of room rental, plus contracted food, and beverage. Cancellations 12 months or more prior to the event will result in the loss of the initial or first deposit.

5. PAYMENTS: All deposits are non-refundable.

Payments can be made by cash, credit card or cheque (made out to Oshawa Convention Centre)

6. DAMAGES: You, the client, agree to pay for the damages caused to the premise or equipment by the client or its invitees during the specified hours of your function.

7. DECORATING: The day of large events, you are permitted entry to the facility up to four hours prior to your event with no charge to decorate (pending availability). Day prior set-up can be arranged for a four-hour time frame but is based on availability. Day after tear down may be arranged as well, again based on availability. Otherwise, all tear down must be completed the night of the event. Any and all decorations beyond the standard decoration will be charged to the client. All decoration arrangements are to be finalized and paid for in full 30 days prior to the event.

8. SERVICE FEES: A Standard 15% service fee is added to your final invoice, this is not a gratuity, but rather a fee that covers setup/tear down AND general maintenance for the site.

9. INDEMNIFICATION: You as the client shall indemnify and hold the OCC harmless from and against any and all liability, or claim of liability for any personal injury or property damage that occurs as a direct result of negligence by the client or any of its representatives.

DISCLAIMER:

- All payments must be made payable to Oshawa Convention Centre
- Oshawa Convention Centre reserves the right to apply a labour charge for all unexpected and last-minute room set-up changes given with 48-hour notice.
- Please note that The Oshawa Convention Centre reserves the right to change the hall up 72 hours prior to the event.
- The Oshawa Convention Centre is not responsible for lost or stolen articles.

- The Oshawa Convention Centre is not responsible nor liable for the receiving, storage or return shipment of any materials prior to, during or following an event.
- It is the sole responsibility of the client to ensure that adequate measures are taken to secure their property onsite.

Force Majeure - The performance of this agreement is subject to termination without liability upon the occurrence of any circumstances beyond the control of either party – such as acts of God, war, government regulation, disaster, strikes (except those caused by the employees or agents of the party seeking portion of this clause), civil disaster, pandemic or curtailment of transportation facilities – to the extent that such circumstances makes it illegal, impossible or unreasonable to provide or use the facilities. Non-refundable deposits will be held for future dated events within one year of the original event date and/or within one year of the lifted restriction.

Upon signing below, you, the client agrees to all above policies, payment terms and other agreements and conditions as stated above witnessed by an authorized venue representative. This serves as your contractual agreement and will be held as binding; however, some information, such as room set ups, are subject to change with mutual agreement between OCC staff and the client.

I ACKNOWLEDGE THAT THE ABOVE ARRANGEMENTS AND TERMS MEET WITH MY APPROVAL.

Thank you for your reservation at Oshawa convention centre