

CATERING CONTRACT CROATIAN CANADIAN CULTURAL CENTRE TERMS AND CONDITIONS

Please read your contract in full prior to signing.

1. MENU SELECTIONS: shall be submitted to the catering office at least fourteen (14) days prior to the function to ensure availability of most selections, proper staffing and coordination of your function.
2. CHOICE OF MENU: when selecting your menu choice, please be advised that for each function the menu must be identical for all guests attending. Special dietary substitutions are available (in limited quantities) and must be arranged fourteen (14) days in advance of the function.
3. GUARANTEED NUMBER: for all meal functions, the guaranteed final number of guests attending must be communicated to the catering office no later than seven (7) working days prior to function. This will be the amount you are billed for and will be final. **If your total number attending is lower than what was confirmed 7 working days prior you are still liable for the amount confirmed in advance.**
4. TAXES AND GRATUITIES: all food and beverage prices quoted are subject to applicable federal and provincial taxes unless stated otherwise. An eighteen percent (18%) service charge is applied to all food and beverage and is GST applicable.
5. SEATING AND TABLE ARRANGEMENTS: if room set-up has to be changed with 48 hours of an event, a labour fee of twenty-five (\$25.00) per hour, per porter will apply for a minimum of 4 hours. Additional charges may be added if extra clean-up is required.
6. MENU, BAR, PERSONNEL & ROOM RENTAL CHARGES: **are subject to change** without notice. Prices will be honoured for thirty (30) days from date of this contract and agreement of details. Prices may vary on holidays. If the event costs falls below the minimum price a higher room rental fee will be incurred.
7. NUMBER OF GUESTS: should the number of guests for which a function was originally booked, decrease below the minimum accepted numbers for you function room, additional charges will apply, according to loss of revenue for the room. Charges will be based on the guaranteed number of guests or the actual attendance, whichever is greater. If no guarantee is received, charges will be based on the anticipated attendance stated on the initial quotation.
8. FUNCTIONS: a damage deposit is required and should be payable to the Croatian Canadian Cultural Centre at the time of space confirmation. All cancellation charges, guaranteed number and damage to Croatian Centre's property shall be credited against forfeited deposits. All refunds or amounts owing shall be settled within fourteen (14) business days after the function. The deposit is non-refundable if there is a cancellation, unless the space is rebooked and in this case a minimum %25 administrative fee will be deducted from the initial deposit amount (or \$200.00 whichever is greater).
 - a. CANCELLATION CHARGE: cancellations made after confirmed booking may be subjected to deposit forfeiture. If the function is cancelled and the hall is not re-booked for a function of similar value, the deposit will be forfeited to the Croatian Canadian Cultural Centre.
9. If DISPLAYS, EXHIBITS OR PRODUCTS are to be used, they are to be delivered to our receiving entrance no more than 24 hours prior to the function unless arrangements have been made with management. Such displays, exhibits and products are the responsibility of the exhibitor and the Croatian Canadian Cultural Centre accepts no liability whatsoever for loss or damage thereto whether caused by the negligence of the Croatian Centre, its employees and agents or otherwise. Such displays, exhibits or products must be removed from the function room at the end of each day unless the room is reserved on a 24 hour basis, or other arrangements have been made with the Croatian Canadian Cultural Centre. In such cases, the Croatian Canadian Cultural Centre, at the customer's request will arrange to have the function room locked. The Croatian Canadian Cultural Centre will not be responsible for the exhibits, displays and products locked in the function room.

10. SECURITY: special arrangements are available at an additional cost. Graduations and concerts are required to have paid professional security and a damage deposit will be required.

11. FOOD & BEVERAGE: all food and beverage items must be provided by the Croatian Canadian Cultural Centre with the exception to a wedding cake. Any other special items must have the Croatian Centre's prior approval. The Croatian Canadian Cultural Centre is not responsible for outside food. If the customer decides to bring in their own alcohol they will pay a corkage fee to the Croatian Centre, and will be responsible for obtaining the necessary **AGLC licensing, and liquor liability insurance**. Liquor liability insurance is required by the customer if bringing in their own alcohol. PAL insurance among others is a great company to purchase though, if you have questions management can walk you through the process. All alcohol must be purchased within Alberta and the receipts for the purchase presented to the Croatian Canadian Cultural Centre before the alcohol enters the building.

12. LIABILITY: the Croatian Canadian Cultural Centre reserves the right to inspect and control all private functions, including the conduct and performance of entertainers and audible level of music played. Liability for all damages to the premises will be charged to the representative in charge of arrangements with the Croatian Canadian Cultural Centre. To avoid damage to wall coverings, we do not allow the use of strong tape, tacks or any other attachments for any posters, flyers or written materials to walls or doors without prior written consent from the Croatian Centre. ***NOTE: The Croatian Centre provides a backdrop for each hall. No pinning, tacking, or hanging is to be made on the fabric. If a new backdrop is installed by a decoration company please ensure they bring the necessary materials to install a new backdrop without any alterations to the Croatian Centre's backdrop. Any rips, damage, or stains made to a backdrop will result in charges and possible forfeiture of the deposit depending on the resulting damage.** No open flames, confetti or flower preparation is allowed in the centre. Performance of the agreement is contingent upon the ability of the Croatian Canadian Cultural Centre to complete the same and is will not subject to weather, acts of god, government restrictions, and other causes beyond the control of the Croatian Canadian Cultural Centre preventing or interfering with performance. In no circumstance shall the Croatian Canadian Cultural Centre be liable for loss of profit or for other similar consequential damages, whether based on breach of contract or otherwise.

13. STARTING & ENDING TIMES: starting and ending times of all functions are to be strictly adhered to. The space is only booked for the time indicated, set-up and dismantle times are to be specified at the time of booking. Beverage service must be closed at 12:00 am with consumption until 1:00 am. Music and entertainment service must cease promptly at 1:00AM. Any deviations from any of the policies will result in additional charges. Guests may opt to pay and additional \$300 for extending the bar and closing time, which must be discussed when booking. During the Christmas season 1AM is the latest the event can run and is the time the venue shuts down.

14. BAR COSTS & POLICIES: Alcoholic beverages may be offered through the Croatian Canadian Cultural Centre or can be the responsibility of the customer. If the customer chooses to supply the alcohol, the customer must obtain a liquor permit from the Alberta Liquor Control Board and bring it to the Croatian Canadian Cultural Centre to serve liquor at the function. **Secondary insurance will also be required if the customer is providing their own alcohol.** A licensed bartender is required for any event serving alcohol and are billed at twenty five dollars (\$25.00) per hour. If your bar will be a "host bar" or "cash bar" hosted by the Croatian Canadian Cultural Centre you will require bartenders each at twenty five dollars (\$25.00) per hour and potentially a ticket seller at twenty five dollars (\$25.00) per hour (4 hour minimum for both). Each bartender can handle up to one hundred (100) people. All prices are subject to change without notice but will be guaranteed to confirmed functions (deposit received) up to thirty (30) days in advance. All prices quoted do not include any applicable taxes. The Croatian Centre reserves the right to refuse or terminate the service of alcoholic beverages at any time if the service would not be in accordance with the regulations of the Alberta Gaming & Liquor Commission. No gambling shall take place on the property of the Croatian Canadian Cultural Centre.

15. ELECTRICAL connections to the Croatian Centre's supply may only be made by using the receptacles provided. No unauthorized connections or interference or overloading with the Croatian Centre's supply will be permitted.

16. TERMS OF PAYMENT: all invoices are due in full upon receipt. Payments are to be made three business days before the event.

17. **MEMBERSHIP:** a membership fee of \$20.00 is required to be paid before hosting any event. The individual booking the event will become the member. It is a onetime payment, and is valid for the year it is paid for.

18. If covid restrictions do not allow for your event to take place due to shutdowns or drastic capacity limitations, we will refund your deposit or move your date. Refunds are not issued if the event can still take place while restrictions are in effect (i.e masks, table capacity restrictions, etc).

19. **PROHIBITED ITEMS:**

- No smoking or vaping of any kind is permitted inside the Croatian Centre
- No illegal substances or illegal activity of any type are allowed
- Alcoholic beverages may not be served without the permission of the Croatian Centre. If such permission is granted, and a client wishes to bring in their own alcohol, they must purchase a liquor license from AGLC, read and understand all of the rules associated with hosting an event with alcohol, obtain liquor liability insurance for their event, and provide all receipts of the alcohol purchased. Before the alcohol is delivered to the Croatian Centre all licenses, insurance and receipts must be presented.

- No pets are allowed without prior approval
- The hallways, passages and stairs located in the Common Areas of the Croatian Centre will be only used for going to and from the Rented Hall(s). No use of either kitchen facilities is permitted, and the kitchen must not be used as an entrance or exit.
- Children are not permitted to use the elevator located in the lobby, unless supervised by an adult.

20. Any event taking place at the Croatian Centre will be subject to a cleaning and sanitizing fee based on the size of the event. The event room will be cleaned and disinfected using Health Canada approved hard-surface disinfectants immediately prior to, during, and after any event as per AHS guidelines. This will include frequent cleaning and disinfecting of all high touch/shared surfaces throughout the duration of all events.

21. **IDEMNIFICATION:** The Renter, by executing this Contract, hereby, agrees to indemnify and hold harmless the Croatian Centre, (its volunteers, members, board and employees) from and against any and all claims, damages, losses and expenses, directly related to the Society's (its volunteers, members, board and employees) use of the facilities own gross negligence.

I/We accept all of the above terms and conditions and agreements as detailed in pages 1-3 of this Catering Contract and the details and conditions set out in the Menu and Pricing Information Package. I/We have read and understood the terms and conditions of providing services by the Croatian Canadian Cultural Centre.

Customer - Print name, signature, date

Witness – Kayla Kranjcevic- Signature/Name/Date