



12215 Highway 215, Urbania, NS, B0N 2H0  
902-758-8433 902-237-7380

## 2017 Special Events Contract

This contract, signed by both the CLIENT and the Tidal Bore Rafting Resort (TBRR), and receipt of the grounds rental fee for the event, must be made by client(s) to **confirm** exclusive use of the Tidal Bore Rafting Resort venue.

This contract is made effective as of **(DATE)** by and between **TIDAL BORE RAFTING RESORT LTD (TBRR)** and **(NAME OF CLIENT)** known as the "CLIENT".

The CLIENT(s) represent that they desire to hold a **(SPECIAL EVENT NAME)** on **(DATE)** utilizing the Main Lodge, Sandbar Restaurant and Patio along with the 180 acres of forested property. As requested by CLIENTS(s) and indicated by CLIENT(s) initials in the box to the right of the applicable clause below, the parties agree as follows:

**1. Grounds Rental Fee(s)**

- I. The CLIENT(s) agrees to pay a non-refundable grounds rental fee of \$1500 plus HST to the TBRR for the usage of the venue, grounds and facilities. This includes a holding period for 90 days prior to the event date for all cottages and chalets. **REQUIRED**
- (Does not apply to earlier and later dates from the event)**

- II. If for any reason TBRR is unable to fulfill its contractual obligation under this contract, the entire rental fee will be returned with no further penalties or liabilities. In the event of a cancellation by the CLIENT(s) the grounds rental fee is non-refundable.

- III. A refundable Damage Deposit of \$500 is to be paid by separate check or Credit Card. It is returnable to the CLIENT(s) no later than 7 days after the event has been held, once the property / chalets / cottages have been inspected for any potential damage or clean up from the special event/wedding. **TO BE PAID**

- IV. Venue rentals are subject to availability and rafting times during rafting season. Please note that rafting times cannot be determined until January of any year for the ensuing rafting season. TBRR will make every effort to accommodate the preferred time of your event. Client may elect to not allow rafting by paying for 50 rafting seats.

**2. Food Services**

A meal from the TBRR wedding brochure must be undertaken by client and meals will be provided by vendor. Meal prices vary between \$21.50 and \$35.00 plus hst and 15% gratuity and are subject to market pricing and / or change at any time. Please contact vendor to investigate provision of food services and decision regarding menu selections. (Meal Selection to be determined)

**TO BE PAID**

The vendor has 23 banquet tables and 120 chairs available for use by client(s). Additional chairs and tables can be arranged and billed to client if required.

**3. Beverages**

Beverages are provided solely by vendor and must be consumed only in the restaurant and patio or in the main lodge. Please note that bartending staff are included in the price if bar bill is exceeds \$500. If not, a per hour charge of \$30 + HST is levied per bartender (normally 2)

Soft Drinks \$2	Coffee/Tea \$2
Domestic Beer / Spirits \$5.50	Imported Beer \$6.50
Wine \$6.50	Specialty Drinks \$7.00
Bottles Nova Scotia Wine \$36	Bottle Imported Wine \$32

Cash or Host bar available - 2017 Prices include HST - Please note that prices may fluctuate

**4. Sound Services**

Sound services can be provided to either the large 5 bedroom chalet, the restaurant and patio, or the main lodge at a daily fee of \$200 plus hst.

**OPTIONAL**

*This includes set up of 2 high quality microphones, 2 BOSE line array speakers and mixer suitable for background & dance music. CLIENT(S) to provide suitable content on an input device, (mp3, compact disc, iPAD/iPOD, etc). A complimentary podium and a projector screen are available on request.*

A band, musician, or DJ of CLIENT(s) choosing is welcome to perform and if so they must bring their own sound equipment. Live guitar and vocals can be provided on the deck or in the lodge by *Guitar Steve, The Daddio of the Patio*, for a base charge of \$150, plus \$50 / hr plus HST. Soft rock, pop, folk, requests, audience participation etc.

**OPTIONAL**

**5. Date Changes**

In the event the CLIENT(s) is forced to change the date of the event/wedding, every effort will be made by vendor to transfer to support the new date. The CLIENT(s) agree that in the event of a date change more than 120 days prior to the event, the venue rental fee will be applied to the new date, in the same calendar year. If a new date can be arranged this fee will be transferred to the new booking date without penalty. If a new date cannot be located, or the change occurs

within 120 days ahead of the event, the venue rental fee is non-refundable and non-transferable.

## **6. Client Cancellations**

In the event of a CLIENT cancellation for any reason, the grounds rental fee is non-refundable.

## **7. Accommodations**

Accommodations include cozy pine cottages which have full kitchens, gas fireplaces, BBQs, HD TV, as well as 4 custom Russian red pine luxury log homes. Photos and pricing are described at [www.raftingcanada.ca/cottages.php](http://www.raftingcanada.ca/cottages.php)

During the March and Christmas breaks, and Canadian long weekends, a two day minimum stay in all chalets and cottages is required. Bookings of 3 or more days in any accommodation will be provided a 10% discount on all days.

- a. 8 – 1 bedroom cottages (sleeps 2) \$20 per extra person to a max of 4
- b. 2 - 2 bedroom cottages (sleeps 4) \$20 per extra person to a max of 6
- c. 2 – 1 bedroom 2 story chalets (sleeps 4) \$20 per extra person to a max of 6
- d. 1 – 1 bedroom 1 story chalet Hot Tub – (sleeps 2) \$20 per extra person, max of 4
- e. 1 – 5 bedroom chalet (sleeps 10) \$20 per extra person to a max of 16
- f. A limited amount of tents / Trailers / RVs can be accommodated at a rate of \$20 / day / person if accommodations are fully occupied. RVs and trailer can park at a rate of \$40 / day including 2 persons.

A 50% deposit is required to confirm your booking. Cottage/Chalet bookings must give 30 days notice of cancellation to receive a full refund less a \$20 administration fee or 2% which ever is greater. Cancellation within 29-15 days out from arrival date: 50% of the deposit is forfeited. Any cancellations (or change in numbers) made within 15 days of check in date will be forfeit the entire deposit. No shows will be charged in full.

The CLIENT(s) also understand that The Tidal Bore Rafting Resort may charge his or her credit card after departure for damage to the property, and/or for excessive cleaning fees. Please see policies outlined at [raftingcanada.ca](http://raftingcanada.ca) The CLIENT(s) understand that the TBRR is a non-smoking facility and that a \$300 cleaning fee will be charged if the CLIENTS(s) / GUESTS smoke in a cottage or chalet.

## **8. Accommodation Hold Period**

TBRR will hold all cottages and chalets until 90 days prior to event date, at which point the CLIENT(s) has the option to:

- a. Continue to hold any not rented cottages and chalets. If the CLIENT(s) choose to continue to hold any accommodations, the client(s) then becomes responsible for the full cost of those accommodations, should they not be rented.

- b. Release any unwanted accommodations to the public. The choice to release any number of accommodations will not effect any change in the non-refundable deposit paid by the client(s) to hold all cottages and chalets.
- c. Client may request additional accommodation prior to and subsequent to the event date, however there is no holding period on these dates. These accommodation units are first come first serve unless specific arrangements are made and agreed in writing between client and TBRR.

#### **9. Check-In /Check-Out**

Check in is at 2pm. Check out is at 11am. TBRR will make every effort to accommodate both early arrival and late check outs based on availability. If the CLIENTS(s) leaves later than 1 pm, 50% of the nightly accommodation fee will be applied.

#### **10. Permits**

The CLIENTS(s) will be responsible for any special permits or licenses required to hold their special event/wedding.

- a. If the special event or wedding is taking place at the 5 bedroom chalet and alcohol will be SOLD, the CLIENT(s) will be responsible for obtaining a special liquor license, and this must be shown to vendor in advance and posted in the 5 bedroom chalet.
- b. If the special event/wedding is taking place at our restaurant facility or main lodge, the vendor is to be responsible for serving alcohol. Homemade wine is not permitted to be served at the restaurant or main lodge.

#### **11. Set-up/Take-down**

- a. TBRR requests that any and all equipment be set up and taken down within check in (2 pm) and checkout times (11am). The CLIENT(s) has the option based on availability to secure more time to accomplish such tasks.
- b. In the event of groups larger than 100 people, TBRR requires that a portable washroom (One per 50 people above 100) be rented for placement close to the activity. This cost will be added to the CLIENT(s) account.

#### **12. Rules and Regulations**

- a. All decorations must be removed without leaving damages.
- b. Any furniture moved from anywhere on the facility site must be returned to its proper location unless arrangements have been made otherwise.
- c. Placement of tents, live entertainment etc. must be approved by vendor in advance.
- d. Parking is provided at the TBRR Main Lodge and Reception area. TBRR does not permit any vehicle parking other than in designated parking areas.
- e. Alcohol is not to be served to minors and all NS Liquor regulations must be followed.
- f. Any alcohol consumption must be supplied by vendor and contained to the location of the special event/wedding, normally the restaurant and patio and main lodge.**
- g. Children must be supervised at all times during the special event/wedding.

### **13. Rafting**

If the CLIENT(s) wish to raft as part of their special event/wedding, the vendor will hold 24 spaces for your group until 60 days prior to rafting date, at which time the CLIENT(s) must secure with the vendor their final numbers. CLIENT(s) is encouraged to ask that their guests review departure times for rafting and the rates posted online and then book on the phone or online.

- a. Groups of 8 or more receive 10% discount. Groups of 24 or more receive 15% discount.
- b. Guests who raft and have rented accommodations will be discounted 10% off their accommodations on the date of their rafting trip, if the reservation to raft is made at the same time as reservation for accommodation. Please note all prices are subject to change and only one discount accepted per booking.
- c. A 50% deposit is required to confirm your rafting booking. Cancellation in writing must be given 10 days prior to the scheduled rafting date to receive a full refund less a small administration fee. Any cancellation or change in numbers made less than 10 days out will be charged 50% of the total invoice. No shows will be charged in full.

### **14. Courtesy, Security, Privacy, and Safety Protocol**

TBRR reserves the right to request that any person or group leave the premises forthwith if they are acting unsafely, in an aggravated / threatening / confrontational manner, observed to be either verbally or physically unruly towards others including vendor staff, engaged in theft of property, or other questionable behavior. These behaviors are not acceptable to vendor, and are contrary to our venue rental regulations. Assistance by law enforcement agencies can be used if the request is not met immediately and peacefully.

In accordance with Privacy law, TBRR does not release the names of confirmed guests to anyone other than law enforcement or emergency personnel.

### **15. Unforeseen events**

TBRR is not responsible for failure to provide the basic facilities due to emergencies, catastrophes or interruptions of public utilities, beyond TBRR control. If an Act of God were to occur preventing the event from taking place as scheduled, TBRR will allow the event to be rescheduled, pending availability with no penalty. Last minute cancellations due to inclement weather or any other issue will not be considered for refunds. CLIENT(s) will be notified promptly if any of these conditions occur necessitating the closure of the venue.

### **16. Liability**

All vendors (Florists, Bakers, Musicians, Rental Companies etc.) must adhere to the terms and guidelines set by the vendor and it is the responsibility of the CLIENT(s) to share these guidelines.

The CLIENT(s) cannot hold the vendor, or its staff liable for damages and expenses in connection with personal injury, illness, accident, property damage, or theft resulting from the use of anything at the TBRR facility.

Any and all amendments made to this contract must be signed by both the CLIENT(s) and TBRR.

**17. Special terms**

TBRR will be pleased to offer a complimentary Chalet or cottage to the CLIENT(s) if all other cottages and chalets are booked and confirmed.

**18. Total payment amount due:**

TOTAL REQUIRED

TOTAL OPTIONAL

**19. Payment Terms**

100% of REQUIRED amount due on booking. 50% of OPTIONAL amount due on booking  
All remaining payments to be made 14 days in advance, except for incidental items to be billed to CLIENT account. This includes rented assets, decorations, food, and any other agreed services / products.

By signing this, CLIENT(s) indicates that they understand and agree to the terms and conditions set forth herein and enter into contract with the Tidal Bore Rafting Resort.

**Signature of CLIENT(S)**

**Date**

\_\_\_\_\_

\_\_\_\_\_

Nam of CLIENT

**Signature of TBRR**

**Date**

\_\_\_\_\_

\_\_\_\_\_

Steve Elder,

President, TBRR