



12215 Highway 215, Urbania, NS, B0N 2H0
902-400-0104 902-237-7380

2020 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 **(MONTH/DAY/YEAR)** between **TIDAL BORE RAFTING RESORT LTD (known as "TBRR")** and **(FULL NAMES) of (FULL ADDRESS)** known as the "CLIENT".

The CLIENT(s) represent that they desire to hold a **(TYPE of EVENT)** on **(DATE OF EVENT)** utilizing the Main Lodge, Sandbar Restaurant, Patio, Lodging units, 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** per each day of the event 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. **(\$1725 taxes inc)** **REQUIRED on SIGNING**

II. If for any reason within its control 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 is not refundable for any reason

III. A refundable Business / Property Damage Deposit of \$500 is to be paid by separate check or credit card one week prior to event when final invoice is due. It is returnable to the CLIENT(s) no later than 14 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. For greater clarity, damage includes anything negatively affecting the TBRR that has been caused by the CLIENT or their guests to the TBRR business whether physical damages, digital, media reviews, or otherwise. **TO BE PAID** **x**

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 or suitable alternative **must be undertaken** by client and meals will be provided by vendor. 2020 Meal prices vary between \$28.00 and \$44.00 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 ONE WEEK IN ADVANCE**



FOR INFO: The vendor has 23 banquet tables and 120 chairs available for use by client(s) free of charge. Additional chairs and tables can be arranged and billed to client if required, or brought in by client. TBRR has limited decorations that guests are free to use.

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 exceeds \$600. If not, a per hour charge of \$30 + HST will be levied per bartender (normally 2)

Soft Drinks - \$2.00	Coffee/Tea \$2.00
Domestic Beer / Spirits \$6.00	Imported / Craft Beer / Cider \$7.00
Wine \$6.50	Specialty Cocktails \$7.00
Bottles Nova Scotia Wine \$36	Bottles Imported Wine - \$25-\$75

Cash or Host bar available - 2020 Prices **include** HST - Please note that prices may fluctuate.

Homemade wine or other homemade beverages are not permitted to be served at the restaurant or main lodge.

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. **If a live band is selected there is a Band set up fee of \$100 + HST.***

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) elects for any reason 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 possible. 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. Guests who have booked accommodations will be subject to cancellation penalties for those accommodations unless transferring to a new date when the change to the event date is confirmed.

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 / pricing / policies are described at www.raftingcanada.ca/cottages

A two day minimum stay in all chalets and cottages is required. Bookings of 3 or more days in any accommodation in the period May 15 – Oct 15 will be provided a 10% discount on all days.

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 The CLIENT(s) understand that the TBRR is a non-smoking facility and that a \$1000 cleaning fee will be charged if the CLIENTS(s) / GUESTS smoke in a cottage or chalet.

If all building are rented the Chalet 14 Hot Tub unit is offered free of charge to CLIENT for each night that all buildings are rented.

If all space is used, TBRR may at its discretion allow a limited amount of tenting and / or RV parking for a nominal fee.

8. Accommodation Hold Period **(Two Night hold for the following dates: DAY/MONTH/YEAR)**

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

- a. **Continue** to hold any not yet rented cottages and chalets by making confirmed booking for the unbooked units.
- b. **Release** any unwanted accommodations to the public.

- c. Client may request **additional accommodation** prior to and subsequent to the event date, however there is no holding period on these dates. First come first served basis.

9. 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. Generally speaking the TBRR can allow decorating time the evening before the event on a pre-arranged basis and without any fee.

10. 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 will not be served to minors and all NS Liquor regulations must be followed.
- f. **Any alcohol consumption must be supplied by TBRR and contained to the location of the special event/wedding, normally the restaurant and patio and main lodge.**
- g. Children under 12 must be supervised at all times during the special event/wedding.

11. 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 TBRR, and are contrary to our venue rental regulations. Assistance from law enforcement agencies will 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.

12. 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.

13. Liability

All vendors (Florists, Bakers, Musicians, Rental Companies etc.) must adhere to the terms and guidelines set by the TBRR 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.

14. Total payment amount due:

TOTAL REQUIRED \$1725 tax inc TOTAL OPTIONAL

15. Payment Terms

100% of REQUIRED amount due on booking. 50% of OPTIONAL amount due on booking
All remaining payments to be made no later than 7 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:** _____

Signature of TBRR

_____ **Date:** _____

Steve Elder, President, TBRR, steve@raftingcanada.ca 1-902-400-0104