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**SPECIAL EVENTS AND WEDDING VENUE CONTRACT**

This contract defines the terms and conditions under which Canyon Meadows Golf and Country Club

located at 12501 - 14th Street, Calgary, Alberta, T2W 2Y8 and (hereinafter referred to as the "Client") agree to the Client's use of Canyon Meadows Golf and Country Club's facilities on the event date stated below. This contract constitutes the entire agreement between the parties and becomes binding upon signature of both parties. This contract may not be amended or changed unless executed in writing and signed by Canyon Meadows Golf and Country Club and the Client. This contract shall be considered void if not signed and returned to Canyon Meadows Golf and Country Club.

**1.Function and Client Information**

Type of Function:

Date of Function:

Start Time: End Time:

Event Planner or Contact Person: Email:

Estimated Number of Guests:

**2.Fees and Deposits**

**Venue Rental**

The Room Rental fee for use of Canyon Meadows Golf and Country Club's facilities as described in this contract is $500 plus Goods and Services Tax (GST) per day. To reserve services on the dates requested, Canyon Meadows Golf and Country Club requires this contract to be signed by both parties and an initial deposit of $1,000. The initial deposit is to secure your event date, this deposit will then be deducted off your final invoice. Payment of the remaining balance is due within 10 days after the event date. Deposits and payments can be made through e-transfer, debit, cash, credit card or cheque made payable to Canyon Meadows Golf and Country Club on the schedule noted below:

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| --- | --- | --- |
| Scheduled Payment | Amount | Date Due |
| Initial Deposit | $1000 | With Signed Contract |
| Remaining Balance |   |   |
|  |  |  |
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**3. Social Events / Wedding Ceremonies & Receptions**

In-season event bookings (April 1st to October 15th) require a minimum spend of $2000.00 (Friday & Saturday $8000.00) in Food & Beverage before 5% GST and 18% Service Charge. If subtotal is less than the minimum, the remainder will be charged as a venue rental charge bringing the balance to the required minimum.

Off-season event bookings (Oct 16th – March 31st) require a minimum spend of $1500.00 (Friday & Saturday $5000.00) in Food & Beverage before 5% GST and 18% and Service Charge. If subtotal is less than the minimum, the remainder will be charged as a venue rental charge bringing the balance to the required minimum.

There is a $700.00 fee for both indoor and outdoor wedding ceremonies.

**4. Member Event Room Rates & Exceptions**

$500 room rental rate will be waived for events with a Food & Beverage spend of over $5000.00 before 5% GST and 18% Service Charge.

Member Events as well as Member Sponsored Events will have the $700 room rental rate waived for use of the banquet and meeting rooms when minimum food and beverage requirements are met. The $700 wedding ceremony fee will still apply for member or member sponsored weddings.

**5. Federal Government Music Charge**

$50.00. This music charge covers live music, DJ, and piped in music.

**6.Food, Beverage, and Gratuity Charges**

Canyon Meadows Golf and Country Club will be the sole provider of Food and Beverage, except for wedding or special event cakes and corkage dinner wine. There is a $1 per person fee for the cutting and serving of wedding and special event cakes. Health and Safety regulations prohibit the removal of food products following any event or function. Food items will remain on the buffet for a maximum of two (2) hours.

Banquet package prices are subject to change based on fluctuating commodity costs and timeline between booking and actual event.

The confirmed number of guests and menu selection must be finalized seven (7) working business days prior to the event. The Client will be charge for the guaranteed number or actual number served, whichever is greater.

The Client is allowed to bring in their own wine for the event. Each bottle is subject to a $20.00 corkage fee. All bottles must be unopened and delivered to the club one (1) day prior to the event. Any unused wine must be removed from the venue at the end of the function. No outside liquor or beer is allowed.

All food, beverage, corkage, and room rental fees are subject to an 18% gratuity.

**7.Alcoholic Beverages**

As the host of a private party, Client acknowledges responsibility for the proper and lawful consumption of alcoholic beverages at Canyon Meadows Golf and Country Club during the duration of the event described in this contract. Alcoholic beverages will be purchased and served through a Canyon Meadows Golf and Country Club employee licensed to sell and serve alcoholic beverages. Servers will exercise due care in serving alcoholic beverages and will refuse service to any person appearing to be under the age of 18 or any person who appears to be intoxicated. Identification and proof of age will be requested from any person who appears to be under 18 years of age. Alcoholic beverages will be removed from anyone believed to be a minor or from any intoxicated person. The Client must ensure all patrons have a safe mode of transportation home.

**8.Damage/Excessive Cleanup**

Any claims that Canyon Meadows Golf and Country Club may have for extraordinary cleanup, damages to or destruction of any property located in, on, or around the premises belonging to Canyon Meadows Golf and Country Club as a result of Client's use of the premises or in any way relating to the event. If extra labor and/or cleanup is required because of Client's use of Canyon Meadows Golf and Country Club's facility, Client agrees to pay for such items at the below agreed upon rates:

* Labor for set up of decorations or to assist in set up if Client requests such assistance. $50.00/hour
* Labor to clean up unnecessary messes such as vomit, spilled alcohol and other liquids, or extra restroom cleanup from Client's guests' lack of personal responsibility or hygiene. $50.00/hour
* Damage to facility in any form will be photographed by Canyon Meadows Golf and Country Club and a formal repair/cleaning cost invoice will be submitted to Client. The Client will be invoiced for the repairs and extra cleanup at the following rates. $50.00/hour

**9.Cancellation and Refund of Deposits**

In the unlikely event the Client should cancel this contract, a full refund less than $100 handling fee will be issued on cancellations prior to 90 days before the event.

If for any reason Canyon Meadows Golf and Country Club is unable to fulfill its obligations under this contract, all deposits will be returned to Client.

**10.Date and Room Changes**

In the event the Client wishes to change the date of the event, every effort will be made by Canyon Meadows Golf and Country Club to transfer reservations in support of the new date. The Client agrees that, in the event of a date change, any expenses including but not limited to deposits and fees that are non-refundable are the sole responsibility of the Client. The Client further understands that last-minute changes can impact the quality of the event and that Canyon Meadows Golf and Country Club is not responsible for any compromises in quality associated with a change in date.

Canyon Meadows Golf and Country Club reserves the right to change the function room to a room of appropriate size should the numbers of guests increase or decrease. Applicable charges will apply.

**11.Indemnification**

Client agrees to indemnify, defend, and hold harmless Canyon Meadows Golf and Country Club, directors, employees, and agents from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing by Client, its employees, and agents of alcoholic beverages at Canyon Meadows Golf and Country Club. The Client also agrees to indemnify and hold harmless Canyon Meadows Golf and Country Club, its directors, agents, and employees against any and all liability, claims, actions, demands, or losses of any kind or nature that may occur or be claimed with respect to any person or persons, corporation, property or chattels, on or about Canyon Meadows Golf and Country Club or to the property itself resulting from any act done, or omission by or through the Client, its agents, contractors, employees, invitees, or any person on the premises of Canyon Meadows Golf and Country Club by reason of Client's use or occupancy thereof. These may include, but are not limited to accident, injury or damage to property arising from any act of the Client's guests, whether intentional or negligent, which occur during use. Client agrees to pay all costs and attorney fees incurred by Canyon Meadows Golf and Country Club, its owners, and representatives in defending any such claim or action brought against Canyon Meadows Golf and Country Club, its owner and/or its representatives.

In the event Canyon Meadows Golf and Country Club directors, employees and/or agents are required to file any action in court in order to enforce any provisions of this contract, Client agrees to pay Canyon Meadows Golf and Country Club, directors, employees and/or agents all reasonable attorney fees, court costs, and costs of suit incurred by Canyon Meadows Golf and Country Club, including all collection expenses and interest due. Any suit brought by Client or Canyon Meadows Golf and Country Club regarding any claim related to any aspect of this contract must be brought in the judicial district of Calgary, Alberta.

**12. Rules and Regulations**

The following is a list of rules and regulations to be upheld by the Client, which includes all event planners, wedding coordinators, and vendors who are involved in the planning and execution of a special event or wedding on the premises of Canyon Meadows Golf and Country Club.

* + No foul or abusive language or obscene gestures.
	+ Use of illegal drugs or other illicit substances is not permitted. Violators will be escorted from the premises.
	+ Physical violence of any kind will not be permitted.
	+ No use or possession of weapons of any kind.
	+ Canyon Meadows Golf and Country Club is a "tobacco-free" environment. Smoking is permitted in designated areas only.
	+ Last call for Alcohol will occur no later than 1:00 AM
	+ Music or Entertainment must end by 1:30 AM.
	+ All function/event end times are final, and Clients are subject to an additional charge of $100 per hour extended past such time.

**13. Security**

Canyon Meadows Golf and Country Club does not accept any responsibility for damage to or loss of any articles or property left at Canyon Meadows Golf and Country Club prior to, during or after the event. The Client agrees to be responsible for any damage done to Canyon Meadows Golf and Country Club by the Client, its guests, invitees, employees or other agents under the Client's control or direction. At all events, Canyon Meadows Golf and Country Club will appoint a representative to oversee the event, open and close buildings, and be available during the event.

A representative of Canyon Meadows Golf and Country Club will be on site during your entire event and will be checking periodically with the responsible parties to ensure everything is running smoothly. We will also be checking the restrooms, the overall premises, replenishing hand towels, toilet paper, etc., and will be available for questions or to respond to your needs or any issues that may arise at any time during your event.

The Convener of the event must assist the representative with unruly or disruptive guests. Guests of Canyon Meadows Golf and Country Club are not permitted in the basement of the Banquet Facility or Clubhouse without a representative present.

**14.Decorations**

Canyon Meadows Golf and Country Club wants to make every event here a special experience. Therefore, every effort will be made to allow the Client to prepare and install decorations reflecting their creative requirements. We ask that only the staff of Canyon Meadows Golf and Country Club rearrange and move any furnishings, including but not limited to artwork, lamps, antiques, tables, and seating. The cost for Canyon Meadows Golf and Country Club staff to relocate our objects is included in our rental fee. No glitter or foil confetti is allowed on site as it is extremely difficult to clean up. Only low tack tape is allowed on our floors, walls, and ceilings.

All decorations must be removed at the conclusion of the event. No items may be hung from or attached to lighting fixtures or electrical outlets and switches. Ladders may be used for decorating by the Client. However, you may not stand on tables. The use of ladders is at your own risk. Any damage caused by securing decorations will be charged after your event.

Canyon Meadows Golf and Country Club reserves the right of final approval for all decorations brought into the facility. For safety reasons, any items capable of creating an unsafe environment will not be allowed (fireworks, including sparklers, open flames, sharp objects, etc.).

**15.Children**

Al Children under the age of 16 must be always supervised by an adult. Children are not permitted to wander the grounds or facility unattended by an adult.

**16.Photography, Promotions and Copyright**

It is important to us that you have an enjoyable and successful event. Should Canyon Meadows Golf and Country Club be engaged in the promotion or co-production of your event, it is necessary that we see and approve all marketing messages and communications you plan to issue.

Canyon Meadows Golf and Country Club shall have the right to take photographs and videos at your event for marketing purposes. All rights to and use of photographs and videos taken by us belong to Canyon Meadows Golf and Country Club. The Client also has the right to take photographs and videos of the event. Any commercial use of the likeness of our buildings and grounds is prohibited without the express written consent of Canyon Meadows Golf and Country Club.

**17.Damage Incidents**

If, during your event, accidental damage does occur it should be reported immediately to Canyon Meadows Golf and Country Club so arrangements can be made for quick cleanup and restitution. Damage to any room, space, furnishings, and/or equipment by the Client, its guests or vendors will result in appropriate charges based on fair market cost of replacement, repair, additional cleaning, etc.to Canyon Meadows Golf and Country Club property or equipment.

**18.Unforeseen Events**

Client agrees that Canyon Meadows Golf and Country Club and its officers shall not be liable for losses, damages (including attorney's fees, court costs, and consequential damages), detention, delay or failure to perform in whole or in part resulting from causes beyond its control, including but not limited to acts of God, fires, weather conditions, power outages, strikes, riots, embargos, delays in transportation, inability to obtain supplies or requirements, or regulations of the Canadian Government.

Delays or non-performance excused by this provision shall not excuse payment of any amount owed by the Client at the time of said occurrence. If an event is cancelled in whole or in part because of a force majeure condition, a complete or partial refund will be made to the Client no later than fourteen (14) days after the date of the event. Last minute (48 hours) cancellations from client will not be considered for refunds.

For the safety of all involved, should hazardous weather occur, such as a severe thunderstorm, lightning strikes, etc., Canyon Meadows Golf and Country Club reserves the right to mandate taking shelter and stop alcoholic beverage serving. If hazardous weather requires the evacuation of our property for the safety of our guests, the event will be terminated, and guests will be required to vacate the premises.

**19.Entire Agreement**

This contract contains the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

**20.Amendment**

This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**21.Severability**

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this contract is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provisions shall be deemed to be written, construed, and enforced as so limited.

Clients (Printed name(s) of person(s) responsible for payment of fees and deposits)

Signature Date

Signature Date

Canyon Meadows Golf and Country Club (Printed name of representative)

Signature Date

Extra Notes