

Terms and Conditions for GCC Catering Proposal and Contract

- 1. Guaranteed Guest Count** - You must submit the guaranteed number of guests (the "guest count") for your event to the GCC no less than **7 days** prior to the event. If the actual number of your guests at the time of the event is larger than the guest count, you will be charged for the additional guests in attendance at the per guest rate stated in the estimate. GCC will not discount or reduce the contract price if the actual number of your guests at the time of the event is less than the guest count you submit to GCC. If your guest count falls below the minimum agreed upon, you will be charged a rental fee for the hall. Initial
- 2. Payments and Deposits** - You must pay the GCC a non-refundable deposit of **\$1000** upon booking prior to the event date. Your failure to pay the deposit shall render this contract null and void. GCC accepts payments made by Cash, Certified Cheque, and debit, VISA or MasterCard. You must pay the GCC **50% of the remaining balance 30 days** prior to your event. The remaining balance is due **72 hours** prior to the event date, unless otherwise negotiated with management. Your failure to pay the balance due on time shall be considered a cancellation of this contract. Any event booked less than **21 days** from the event date must be accompanied by a **50% deposit** at the time of booking. The remaining balance is due **72 hours** prior to the event date. No different payment terms apply unless otherwise agreed in writing and signed by a GCC authorized representative. Initial
- 3. Cancellations and Refunds** - If you cancel, you acknowledge that the GCC will suffer damages (such as the lost opportunity to book other events on the date of your Event, purchase of food and supplies, expenses of the services of the GCC staff, etc.), and that the amount of actual damages caused by the cancellation of this contract would be extremely difficult, if not impossible, to quantify. For the cancellation of this contract, the GCC will retain the deposit as liquidated damages. In the event that you cancel this contract within **10 days** of the event date, for whatever reason or cause (including without limitation Acts of God, weather, cancellation by location, etc.), you will remain obligated to pay the entire contract price, less the event fee, as liquidated damages to the GCC. You agree that these liquidated damages represent a fair and reasonable estimate of the losses and expenses the GCC would sustain as a result of late cancellation of this contract, given that actual damages are uncertain and not susceptible of exact measurement as of the date of this contract. Refunds on any accrued cost that falls under the event coordination services and rentals will be determined at time of cancellation. Initial
- 4. Menu Cost** - All menu prices are subject to change based on market prices of food ingredients. If there is a significant increase in any market price, the GCC will notify you of the contract price increase at least **30 days** prior to the event date. If you do not agree to the new price, the GCC will propose substitute menu items to you in order for you to maintain the agreed upon menu price. If you do not agree to the proposed substitution, then the GCC may cancel this contract without further obligation and refund all monies paid. If the GCC is unable to confirm any price changes prior to the **30 days**, your pricing will remain as stated on the contract. Initial
- 5. Taxes** - In addition to the contract price, you will be charged and responsible to pay all applicable federal and provincial taxes. If you are a tax exempt company, you must submit the tax exempt certificate to the GCC no later than **10 days** prior to the event date.
 Initial
- 6. Rentals and Event Coordination Services** - The GCC Catering Coordinator can manage all of your event needs, including event coordination for weddings and corporate events, staffing, and providing tables, chairs, linens and china. Rentals and event Coordination services are included free of charge with the purchase of an all-inclusive function. Contact the GCC Catering Coordinator for more information. Initial
- 7. Food Policy** - For all events, the GCC disposes of uneaten food and beverage items remaining upon the completion of each event. We do not supply leftover food to guests. Initial
- 8. Event Timeline and Staffing** - Each Event is unique and will require a different timeline, so we understand that there will be specific requirements discussed at the time of your booking. Event staffing is variable and will be determined at the time of booking (based on the guest count and event type). The GCC does not permit any outside staffing for its functions, only our paid employees are allowed to work during your venue. Staffing fees are included in your per guest pricing. Initial
- 9. Damage and Liability** - The GCC maintains general liability and automobile liability insurance for the services it provides. You understand that the GCC shall not be responsible for the loss of or damage to any items provided, rented or furnished by you unless such loss or damage was caused solely by the gross negligence or willful misconduct of the GCC. In any event, the GCC liability for any claim arising under this contract (including, without limitation, GCC failure to provide the services), is limited to the contract price amount paid by you plus \$300. You agree to indemnify, defend and hold the GCC and its affiliates and their respective employees, representatives, agents and independent contractors harmless from any claims, injuries, losses or damages (including personal injury, wrongful death, and attorney's fees) arising from or related to the event, unless such loss or damage was caused solely by the gross negligence or willful misconduct of the GCC. The GCC is not liable for the damages of your guests, as you are. Guests that are deemed **dangerous** or **violent** will be **immediately** asked to leave the premises. Initial
- 10. Collections** - Any amounts remaining unpaid **7 days** after the Event shall be overdue and accrue interest at a rate of 3% per month (unless otherwise agreed in writing by the GCC). In the event that the GCC takes any action (whether or not litigation is instituted) to collect unpaid amounts due to the GCC, you agree to pay the reasonable costs of collection (including court costs and attorney's fees). Initial