

# BALLROOM CONTRACT



This contract is made effective as of \_\_\_\_\_ (date) by and between the venue, The Gates on Roblin, and the client, \_\_\_\_\_. The client represents that they desire to hold their function at The Gates on Roblin and therefore agree as detailed in this contract.

## EVENT DETAILS

Function Name: \_\_\_\_\_  
Function Date: \_\_\_\_\_ Function Time: \_\_\_\_\_  
Function Space: \_\_\_\_\_ Approx. # of Guests: \_\_\_\_\_

## CLIENT CONTACT

Company Name (if applicable): \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

**YES!** I would like to receive exclusive discounts from The Gates' preferred vendors. Please pass on my contact details.

## PAYMENT AUTHORIZATION

The Gates on Roblin requires a credit card to be kept on file. The Client understands that deposits and final payment are due upon receipt. If the client fails to remit full payment for the hired services within the given timeframe, The Gates on Roblin reserves the right to process the outstanding amount on the credit card provided below. A late payment fee of 2% will be assessed on all overdue accounts.

I hereby authorize The Gates on Roblin to charge my credit card for any and all deposits and/or final payment concerning the hired services by The Gates on Roblin for my function. I understand that I will be able to review and approve any charges prior to processing unless I fail to make payment within the given terms.

Credit Card Type:       MasterCard       VISA       American Express  
Name on Card: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ / \_\_\_\_\_  
Card Number: \_\_\_\_\_ Security Number: \_\_\_\_\_  
Cardholder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**I, the client, agree to the conditions as set out in this contract and bind our function to the rules, regulations, and procedures of The Gates on Roblin as outlined herein. I understand that failure to adhere to this agreement, in part or in whole, constitutes a breach of the contract and therefore subject to the remedial actions as depicted.**

Client Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 1. DEPOSITS & BILLING

### 1.1. Payment schedule

- An initial \$2,500 non-refundable deposit and a signed contract are required to secure the function date. Dates are reserved on a first come, first served basis. The Gates on Roblin does not and will not tentatively hold a date without first receiving a deposit.
- For functions with an estimate above \$6,000, a second non-refundable deposit of 50% based on the estimate is due no later than 30 days prior to the function.

The guaranteed number of guests attending is required no later than 14 days prior to the function. Once submitted, this number cannot be reduced and the final invoice will reflect either the provided guaranteed number of guests or the actual number of guests who attended the function; whichever is greater.

All deposits will be applied in full towards the final invoice that will be issued in the days following the completion of the event and will reflect the final amount owing. The final balance payment is due upon receipt of the final invoice. Saturday and long-weekend Sunday bookings between May and October that fail to meet the \$24,000 (+ tax and gratuity) minimum spend will be billed as such. Minimum spend does not apply on Sunday to Friday bookings as well as off-season Saturdays (November to April).

All payments can be made by cash, cheque, or credit.

All products and services are subject to applicable taxes. An 18% gratuity will be applied to all food and beverage charges. All prices are subject to change without notice until a detailed quote is provided by The Gates on Roblin, at which point prices remain fixed and guaranteed until the date of the function.

Late payments are subject to a 2% interest charge on the outstanding balance. If the client fails to pay any of the deposits and/or final payment upon receipt, all rights of the client will be terminated without entitlement to claim any damages, reimbursement, compensation, or remuneration. Failure to remit full final payment for the hired services from The Gates on Roblin within 7 days of receiving the final invoice will result in the outstanding balance being charged to the credit card on file.

### 1.2. Cancellations and transfers

All deposits are non-refundable and will be considered forfeit should the client cancel the booking at any time, for any reason. Once the initial booking deposit is received the policies detailed in this contract are in effect. If a cancellation occurs, The Gates on Roblin reserves the right to retain the collected deposit(s) and re-book on the original event date.

In the event of postponing the event, The Gates on Roblin will allow, with reasonable amount of notice, the paid deposits to be transferred in full to an alternative date within the same calendar year as the original date of booking; contingent on availability.

### 1.3. Unforeseen events

The client cannot hold The Gates on Roblin responsible for failure to provide the basic facilities and services in the event of emergencies or interruptions of public utilities. If an Act of God, government authority, disaster strike, or any other type of catastrophe were to occur, preventing the function from taking place as scheduled, The Gates on Roblin will allow for the function to be rescheduled, contingent on availability, without penalty. Last-minute cancellations for outdoor ceremonies or receptions due to inclement weather will not be considered for refund or rescheduling.

INITIAL: \_\_\_\_\_

---

## 2. SET-UP & TEAR-DOWN

### 2.1. Event set-up

The client and their hired vendors have access to the Ballroom from 10am to 1am on the day of the function. If by chance the Ballroom is not being used a day or two preceding the function, the client will be granted the option to start setting up early. All deliveries by the client and/or the client's hired vendors to The Gates on Roblin must be scheduled by appointment. It is the client's responsibility to inform all hired vendors to contact The Gates on Roblin to schedule an appointment for any delivery and/or installation.

The Client's assigned Event Coordinator will be on-site to ensure that the basic set up (i.e. chairs, tables, staging, etc.) of the event space is completed as confirmed during the Final Planning Meeting. If the client wishes to modify the room with props, fabric, furniture, lighting, etc., it is their responsibility to hire a third-party vendor to effect the installations. Only licensed professionals will be permitted to install any type of item that needs to be fastened to the ceiling, walls, and/or electrical of the ballroom.

### 2.2. Event tear-down

All personal and/or rented items must be removed from the facility and the grounds by 1:30am on the evening of the function unless previous arrangements have been made with the assigned Event Coordinator. An assessed labour and/or storage fee will be applied to the final invoice if any items are left at the venue following the function without having made prior arrangements and may be removed from the Ballroom by The Gates on Roblin for pick-up the next day.

The client is responsible to surrender the site to The Gates on Roblin in acceptable condition upon expiration or termination of this agreement. The client assumes responsibility for any additional costs (i.e. cleaning service, replacements, repairs, etc.) that may be incurred by the client, their guests, and/or their hired vendors.

The Gates on Roblin is not responsible for rental items, decorations, centerpieces, floral arrangements, and/or personal belongings that are left at the venue following the function and is not liable for damaged, broken, or misplaced items. If storage of rented or personal items exceeds 24 hours, a storage fee will be assessed and applied to the final bill at The Gates on Roblin's discretion.

## 3. RULES & REGULATIONS

### 3.1. General policies

- 3.1.1. All loud noise outside must cease by 11:00pm sharp. This includes but is not limited to fireworks, DJ music, and/or live bands playing outside. This restriction does not affect loud music playing inside of the Ballroom. Noise By-Law 3/2013 prohibits any excessive noise outside exceeding 50dBA between the hours of 11:00pm to 7:00am.
- 3.1.2. Alcohol will only be served in accordance with the regulations of the Manitoba Liquor Control Commission. The Gates on Roblin reserves the right to refuse service of alcohol to any person or persons for any reason as deemed necessary or appropriate by the service staff. Any person or persons found to be drinking after having been refused service, providing drinks to another who has been refused service, providing alcohol to a minor, or acting in an unsafe, disruptive, or obscene manner will be asked to leave the premises immediately.
- 3.1.3. Outside wine, beer, and liquor are prohibited. All alcoholic beverages must be purchased and sold under The Gates on Roblin's liquor license and will be billed as consumed. Alcohol must remain in the licensed areas of the property. Alcohol is banned in the parking lot, driveways, and horse corral.
- 3.1.4. All functions must end liquor service by 12:45am; all alcohol must be removed from the dining areas by 1:30am; and all persons aside from personnel must vacate the premises by 1:30am.

INITIAL: \_\_\_\_\_

- 3.1.5.** The Gates on Roblin is a non-smoking facility. By-Law 88/2003 prohibits smoking in public places. Smoking is solely permitted outside in designated smoking areas where ashtrays are provided.
- 3.1.6.** Use of illegal or controlled substances of any sort on The Gates on Roblin's property will result in the immediate expulsion of all involved parties from the property and possible termination of the function if it is deemed necessary to maintain a safe environment for The Gates on Roblin's guests and personnel.
- 3.1.7.** The Gates on Roblin reserves the right at any time to eject from the premises or refuse admittance to any person or persons who, in the opinion of a manager having the responsibility for the supervision of the site, is creating a disturbance or behaving in an objectionable or unacceptable manner.
- 3.1.8.** Children are required to be under parental supervision at all times; the adjacent Assiniboine River poses significant risk.
- 3.1.9.** Pets are permitted to attend and participate in outdoor functions. No pets are allowed inside the facility. It is the client's responsibility to clean up after their pets. Failing to adhere to this policy, the client assumes all professional cleaning fees.
- 3.1.10.** Confetti and/or rice are not allowed in either indoor or outdoor spaces. Faux flower petals are not permitted outdoors. Failing to adhere to this policy, the client assumes all professional cleaning fees.
- 3.1.11.** Open-flame candles are not permitted. All candles (votives, pillars, and tapered) must be contained in a glass holder.

### **3.2. Photo release**

Reservations for photos on the grounds are required. Photoshoot timeslots must be arranged and scheduled by the assigned Event Coordinator. The Gates on Roblin reserves the right to use photographs of the event, with or without the clients' names, for any lawful purpose including publicity, illustration, advertising, and website content.

## **4. LIABILITY**

### **4.1. Damages and loss**

Any damage to The Gates on Roblin's property by the client, persons attending the function, or hired vendors will be assessed and applied to the final invoice at professional replacement/repair/cleaning cost. Damage includes, but is not limited to, physical damage to the building, walls and/or fixtures, damage to equipment or furniture, extraordinary spillage or staining of carpets and/or furniture, or defacing of décor, displays, plants, pictures, or grounds.

### **4.2. Breach of contract**

Breach of contract at any time before the function date will result in possible cancellation of the function and/or forfeiture of any deposit(s) that have been collected by The Gates on Roblin.

Breach of contract at any time during a function will result in possible suspension of service or suspension of the function until the situation is remedied. Continued breach of the contract will result in early termination of the function.

Unsafe or illegal behavior by any patron of the function will be the responsibility of the client and must be remedied by the client. Continuation of any such behavior will result in cancellation or early termination of the function.

In the event of unforeseen circumstances whereby specific items listed in the final quote cannot be met, appropriate measures will be undertaken by The Gates on Roblin to remedy the situation at the time of occurrence. However, following the function, before the final invoice is prepared, these specific items will be addressed and consequently, adjustments may be made.

INITIAL: \_\_\_\_\_