



## TERMS AND CONDITIONS

### RESPONSIBILITY:

It is the responsibility of the convenor to be familiar with and abide by the documented guidelines governing the Southern Manitoba Convention Centre.

The Convenor accepts responsibility for all damages and agrees to pay the replacement or repair cost.

### DEPOSITS, GUARANTEES, AND CANCELLATIONS:

The Convenor agrees to pay a non-refundable deposit of \$200.00 of the Rental costs, which is due at the time of booking to hold the space. Full room rental, **damage deposit**, plus all additional service charges are due 21 days prior, to the event. **The damage deposit of \$250.00 will be returned with 15 business days, after the facility has been inspected and no damages were found.**

Should the convenor cancel this agreement within **4 months to 32 days prior** to the event then he/she agrees to pay the Southern Manitoba Convention Centre as liquidated damages a charge of 25% of the **remaining Rental Costs**. **Should the convenor cancel this agreement less than 31 days prior to the event, then he/she agrees to pay the Southern Manitoba Convention Centre as liquidated damages a charge of 75% of the remaining Rental Costs balance.** Additional charges may be incurred **for non refundable purchases, rental companies (ie: Audio Visual) or** through the catering company for any cancelled food service. Should the Southern Manitoba Convention Centre be able to resell the space, and then in good faith, the centre will return the 25% charge.

The Convenor is to advise the Centre of the guaranteed number of guests 3 business days prior to the event. Guarantee for events on Mondays or Holidays is due on the previous Wednesday. Should the convenor fail to communicate the final guaranteed number 3 working days prior to the function, the expected number would be considered the final guarantee.

All Event space is subject to a **4** hour minimum charge. Prices for Food & Beverage, Rental Equipment, Audio Visual etc., can be confirmed no more than three months before any function. All prices and tax are subject to change without notice. *The Southern Manitoba Convention Centre reserves the right to move your function to another comparable room, in the event that the centre feels your function would be better suited to another comparable room, based on the size of your function.*

There shall be no right of termination for the sole purpose of holding the same or reasonably similar function in another event location. Reasonable cause for termination includes: acts of God, war, government regulation, disaster, strikes, civil disorder or curtailment of transportation.

### ADVERTISING:

Use of the Southern Manitoba Convention Centre name and logo in advertising requires approval by the Southern Manitoba Convention Centre Management.

### SETUP AND TEAR DOWN:

Any major changes to the original room set-up as requested and stated on this contract will be subject to additional labour charges

Starting and ending times of all functions are to be strictly adhered to. The space is only reserved for those times indicated. Set-up and dismantle times will be specified by the Southern Manitoba Convention Centre. Additional charges will apply for Set-up and dismantle times other than those times specified.

The Southern Manitoba Convention Centre must approve decorating and decorations. The Centre will provide appropriate tape for all decorations. All Balloons must remain fastened at all times. All decorations must be removed immediately following the event. No Confetti will be allowed inside the building.

### LICENSED EVENTS:

All licensed events held in the facility must abide by the Rules and Regulations outlined by the Manitoba Liquor Control Commission (MLCC). Liquor limits as outlined by the Occasional Permit, must be adhered to. It is the responsibility of the Convenor to be familiar with the MLCC Rules and Regulation.

All social functions held within the facility are for the exclusive use of members and individually invited guests of the convenor. The General Public shall not be admitted to a social occasion held under an Occasional Permit. No admission by sale of ticket or otherwise shall be available to the public during the social occasion.

The bar for all social events must close by 1:00 am. All liquor must be removed from the tables by 1:30 am. Guests must vacate the premises within 30 minutes of liquor being removed from the tables. Failure to adhere to this will result in additional service charges to the convenor, as well as, possible charges laid by the MLCC.

The Southern Manitoba Convention Centre and it's premises will be subject to inspection by the MLCC, Manitoba Health, the RCMP and members of the Southern Manitoba Convention Centre Board of Directors.

It is the responsibility of the convenor to remove all liquor from the premises immediately after the function. The Southern Manitoba Convention Centre will not be responsible for liquor, which is left on the premises. The Liquor Permit is to be removed at the same time as the Liquor. Any empties left after the removal of the liquor shall become the property of the Southern Manitoba Convention Centre.

Beer bottles must remain in the Bar area, they are not permitted in the Hall Area. All alcoholic beverages must be put into plastic cups. No Beverages are allowed in the Hallways or Washrooms.

Minors will be allowed to attend licensed functions, however all minors must be identified, either by stamps or wristbands. The convenor is responsible for their actions. Under no circumstances will minors be allowed to consume alcohol.

Any individual caught fighting, creating a disturbance or causing mischief or damage will be removed from the premises and may be barred from the facility in the future.

Failure to comply with the facility Terms and Conditions will result in immediate vacating of the premises, as well as, the loss of any monies paid.

DAMAGES AND LIABILITY:

The convenor **accepts responsibility for all damages and agrees to pay the replacement or repair cost.** The convenor agrees to hold harmless the Southern Manitoba Convention Centre for all damages or destruction including theft or mysterious disappearance of any equipment owned or leased to the convenor. The Convenor is responsible for any damages to the Southern Manitoba Convention Centre premises by his/her guests', or independent contractors on his/her behalf during the period that the Southern Manitoba Convention Centre premises are under his/her control. Damages or losses to be billed to the Convenor. The Convenor is responsible for obtaining own insurance.

SECURITY:

**A Hall Supervisor** will be present at all events. The convenor however is responsible for the actions of his/her guests and is required to provide a minimum of one **security person** for every 100 persons on the premises. Security persons are to be identified to the Hall Mgmt and/or bartenders. Security is responsible for; **maintaining** control, monitoring of entrances and exits, verifying proof of age of youthful attendees, ensuring no unauthorized liquor is brought into the premises, ensuring no attendees remove liquor from the premises, monitoring of ticket taking during open socials to assist in verifying proof of age and identifying minors, monitoring of ticket sales during open socials to ensure liquor tickets are not oversold or sold to minors, abiding by all rules and regulations pertaining to the service of alcohol and cooperation fully with all law enforcement, MLCC officials and Southern Manitoba Convention Centre Board of Directors.

The **Convenor** agrees that each of the provisions of this function contract set out on the reverse side hereof shall form part of the Agreement. The Southern Manitoba Convention Centre reserves the right to cancel, unless this contract is duly signed within seven days of booking the event and returned to the Centre.

Accepted and agreed to:

\_\_\_\_\_  
(Organization)

\_\_\_\_\_  
Southern Manitoba Convention Centre  
(Organization)

\_\_\_\_\_  
(Accepted by) (Date)

\_\_\_\_\_  
(Catering Department) (Date)